



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
June 16, 2020
7:00 PM

CALL TO ORDER & ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

City Commission Workshop Meeting Minutes

Attachment: May 14, 2020

Regular City Commission Meeting Minutes

Attachment: June 2, 2020

APPROVAL OF THE AGENDA

June 16, 2020

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://us02web.zoom.us/j/86467409697?pwd=NTJoVFewU2hVSzFicWs2MGkrcUJBQT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (929) 205-6099

Meeting ID: 864 6740 9697#

Participant ID: #

Passcode: 227102

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

Attachment: Zoom Instructions

QUASI-JUDICIAL PUBLIC HEARINGS

1. P.H. 2020-052: APPLICATION 14-PID-5G (HILLSBORO TECHNOLOGY CENTER BUILDINGS G & H)

Applicant: Hillsboro Technology Center, LLC, Represented by Malcom Butters

Proposal: Major site plan application seeking approval to construct two (2) single-story industrial buildings totaling 296,915 square feet on approximately 17.86 acres in the Hillsboro Technology Center PID.

Location: The property is part of a 74.72 acre parcel, described as a portion of parcel A, Hillsboro Technology Center, more particularly described in the file, and located at 220 Hillsboro Technology Drive.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Hillsboro Technology Center, LLC

PUBLIC HEARING

2. **P.N. 2020-050: Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting and authorizing submission of the Community Development Block Grant ("CDBG") Five Year Consolidated Plan for Fiscal Years 2020/2021 through 2024/2025; adopting and authorizing submission of the CDBG Annual Action Plan for Fiscal Year 2020/2021; 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

Attachment: CDBG Five Year Consolidated Plan

3. **P.N. 2020-051: 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 ("CDBG") Action Plan to the United States Department of Housing and Urban Development to incorporate the allocation of CDBG Coronavirus Funds; 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

Attachment: FY 2019-2020 CDBG Action Plan Amendment

PUBLIC HEARING - SECOND READING

- 4. P.H. 2020-053: ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES CHAPTER 66 "TRAFFIC AND VEHICLES." ARTICLE II "STOPPING, STANDING, PARKING," DIVISION 4 " PARKING AREAS," SECTION 66-76 "PARKING AREAS REGULATED" TO PROVIDE FOR REGULATED PARKING ON THE WEST SIDE OF N.E 20TH AVENUE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Planning & Development Services

Attachment: Traffic and Vehicles

- 5. P.H. 2020-054: ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING SECTION 30-28 OF ARTICLE II "CIVIL EMERGENCIES" OF CHAPTER 30 "EMERGENCY SERVICES" OF THE CITY CODE TO PROVIDE FOR ADDITIONAL EXTENSIONS OF A STATE OF LOCAL EMERGENCY; PROVIDING FOR CONFLICTS, SEVERABILITY, PUBLICATION, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Office of the City Attorney & Office of the City Manager

Attachment: State of Local Emergency

- 6. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, extending the State of Local Emergency regarding COVID-19 until July 17, 2020; authorizing the City Manager to take appropriate actions; providing an effective date. (*Companion to Item #5; was not advertised as a Public Hearing - 2nd Reading.*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Attorney

Attachment: City's State of Local Emergency Extension

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.

BOARD APPOINTMENT

- 7. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Michelle Balaun as a regular member to the Planning and Zoning Board; providing for service without compensation; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Todd Drosky

Attachment: Planning & Zoning Board Appointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 8. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals #20-14-JW for Employee Benefits Broker Services to the Gehring Group, Inc. in an annual amount not to exceed \$105,000.00; authorizing execution of a contract with the Gehring Group, Inc. for a two-year term with three one-year renewal options; providing for severability and an effective date. (Funds from Account #606-0900-519-32-99 - Other Contractual Services & Account #606-0900-519-30-03 - Programming/Software)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Human Resources

Attachment: Gehring Group, Inc.

- 9. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and recommendation of the Evaluation Committee to qualify and allow the top four ranked firms responsive to Request for Qualifications #2018-19/06 for design build services, Kaufman Lynn Construction, Inc., Di Pompeo Construction Corporation, Gulf Building, Inc. and MBR Construction, Inc., to participate in the Request for Proposals Phase of the Design Build Contractor Selection Process for the Johnny L. Tigner Community Center Reconstruction Project; approving payments to the firms that submit the required design submittals during the RFP Phase of the selection process but are not awarded a contract; and providing for an effective date. (Funds from Account #358-8000-572-61 - Bond Construction Accounts Series 2018)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Johnny L. Tigner Community Center

- 10. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Voluntary Pre-Kindergarten ("VPK") Provider Contract for School Year 2020-2021 between the Early Learning Coalition of Broward County and the City of Deerfield Beach for the provision of a VPK Program at the Northeast Focal Point Preschool; authorizing execution of the VPK Provider Contract; 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 Active Aging

Attachment: Voluntary Pre-Kindergarten Provider Contract

- 11. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Alzheimer's Disease Initiative Program Contract with the Areawide Council on Aging of Broward County, Inc. for Center for Active Aging Services for compensation in an amount not to exceed \$438,980.85; authorizing execution of the Agreement; and providing 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 Active Aging

Attachment: Alzheimer's Disease Initiative Program Contract

- 12. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JL120-06-2021 with the Areawide Council on Aging of Broward County, Inc. for Adult Day Care Center and Transportation Services from the Center of Active Aging in an amount not to exceed \$132,380; authorizing execution of the Agreement; and providing 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 Active Aging

Attachment: Adult Day Care Center and Transportation Services

- 13. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Agreement between the City and Deerfield Beach Family Empowerment, Inc. to incorporate Community Development Block Grant Coronavirus Funds; authorizing execution of the Amendment; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Development

Attachment: Deerfield Beach Family Empowerment, Inc

- 14. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Amendment to the HL109 Agreement with the Department of Economic Opportunity ("DEO") for the Branhilda Richardson Knowles Memorial Park and Cemetery Project to extend the project end date; 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: HL109 Agreement

- 15. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of the Coronavirus Emergency Supplemental Funding Program Application to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance; authorizing execution of a Grant Agreement; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Development

Attachment: Coronavirus Emergency Supplemental Funding Program

DEPARTMENTAL BUSINESS

- 16. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting and adopting the Comprehensive Annual Financial Report for the Fiscal Year ending September 30, 2019; authorizing submission to the State; providing for an effective date. (Tabled from June 2, 2020)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Financial Services

Attachment: FY2019 Comprehensive Annual Financial Report

- 17. Discussion regarding the City's recycling program.**

Suggested Action: Motion on decision of Commission

Sponsor: Department of Sustainable Management

Attachment: City's Recycling Program

COMMENTS BY ADMINISTRATION & LEGAL

- 18. Presentation by FDOT regarding the updates on the SW 10th Street Connector Project.**

Sponsor: Office of the City Manager

CITY COMMISSION BUSINESS

- 19. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, declaring the City of Deerfield Beach essential; urging Congress to provide fair, direct federal emergency support to local governments to reopen and rebuild local economies; directing the City Clerk to transmit and distribute this Resolution; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Michael Hudak

Attachment: Reopen and Rebuild Local American Economies

ADDENDUM

- 20. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, opposing the placement of a Proposed County Charter Amendment on the November 2020 Ballot that would allow the County to supersede city zoning and other regulations for county projects within municipalities; directing the City Clerk to transmit and distribute this resolution; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Mayor Bill Ganz

Attachment: Proposed County Charter Amendment

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Budget Workshop Sessions - Monday, June 22, 2020, Tuesday, June 23, 2020 & Wednesday, June 24, 2020

Regular City Commission Meeting - Tuesday, July 7, 2020

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



CITY COMMISSION WORKSHOP MEETING MINUTES

Thursday, May 14, 2020

7:00 PM

Virtual Meeting

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 AGENDA

May 14, 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

DEPARTMENTAL BUSINESS

- 1. Presentation and discussion regarding the City's recycling program. This workshop provides current trends, statistics and potential program alternatives for Recycling in Deerfield Beach.**

David Santucci, City Manager, said staff will be providing information regarding the City's program, as well as feasible options, should it be decided to move forward with the program. Thereafter, he introduced Chad Grecsek, Director of Sustainable Management, who provided a PowerPoint presentation.

Meeting Agenda - Mr. Grecsek outlined the meeting agenda: recycling background, trends and statistics, potential alternatives, questions, public comment and opportunity for City Commission feedback.

Recycling Articles - Mr. Grecsek outlined various articles that have been published throughout the years, which has helped educate individuals on the global/local recycling situation.

DEPARTMENTAL BUSINESS - CONTINUED

Global Background - Mr. Grecsek said global recycling changed due to a policy decision made by China in 2018, which implemented strict regulations for the importation of solid waste as raw materials. He stated that 70% of the United States' plastics, along with about 80% of the world's recyclable material was going to China, creating a ripple effect on the global recycling industry. Due to China's policy decision, revenue generation turned into processing costs, surplus continued to exceed demand; contamination was introduced, further increasing costs; materials diverted to secondary markets that are now saturated causing even more surplus and decline in value. Locally, the City's recycling contracts expired in summer 2018.

Local Background - Mr. Grecsek said from the 1980's - 2013, the City was part of the Broward County Resources Recovery System (RSS). During that time market conditions were favorable; wherein, the City received revenue for recyclables. Additionally, tipping fees were extremely high then and there was a significant tipping fee avoidance, so the City was not paying to dispose those materials. In 2013, the RSS disbanded, so the City entered into a contract with Sun-Bergeron to process recyclables and during that period, the City received average annual revenues of \$164,000; however, those revenues began decreasing in 2014.

Continuing, Mr. Grecsek said in 2016 the assets of Sun Recycling, part of the Sun-Bergeron joint venture, were purchased by Waste Management (WM). In the spring/summer of 2018, the City's contract with Sun-Bergeron was up for renewal, so the City issued a bid for recycling processing but no responses were received. He explained that the only local viable option at that time was WM; therefore, a contract was recommended for approval in June 2018, but was rejected by the City Commission due to the new terminology and increased costs. In the summer of 2018, the City suspended the recycling program. Fall 2018, the City renegotiated a contract with WM and the recycling program was reinstituted. Mr. Grecsek explained that additional incentives were added to the contract, education and outreach support, temporary contamination caps and a \$15,000 per year payment from WM for litter abatement.

Moreover, Mr. Grecsek said in September 2018, the City rolled out the DFB Recycle 2.0 program; whereas, various caps were implemented under the WM contract to cap contamination. Additionally, there was an 18% contamination cap that expired in February 2019, a 26% contamination cap that expired in August 2019; from September 2019 until today, the City has paid the actual costs of the contamination. During the first few weeks of the program, the City implemented an extensive education and outreach program aimed to reduce contamination and improve the value of the materials being sent for processing, consisting of a multi-week social media campaign, mailers and decals were sent out, a video campaign with "Ricky the Recycling Ranger", and staff hosted over 30 education and outreach events. Currently, staff is performing multi-family and commercial audits by providing all accounts with education and recycling information; however, the audits indicate an average 75% of containers show excess contamination. Mr. Grecsek said to date, 62% of multi-family recycling dumpsters have been removed due to excessive contamination and audits for commercial and single-family residential accounts suggest similar contamination trends. Lastly, he said four (4) audits have been conducted within Century Village revealing an average rate of 57% contamination. Thereafter, he briefly outlined how audits are performed for residential, multi-family and commercial.

Trends - Mr. Grecsek outlined the recycling trends: global recycling industry continued efforts to adapt to new realities; recycling costs continue to rise; communities are receiving new contracts averaging 15-30% in increases; material values continue to be volatile and trending down; only cardboard, metals and some plastics continue to retain any market value. Evidence suggests that education and outreach has marginal and sometimes inverse impact for dollars spent. Thereafter, he provided an example of the amount of education and outreach provided by Miami-Dade County. Mr. Grecsek continued outlining the recycling trends: contamination continues to increase; market indicators suggest things will continue to get worse before they get better with no end in the foreseeable future; recent notices from WM regarding mixed paper; and COVID-19 impacts.

Market Volatility Highlight - Mixed Paper - Mr. Grecsek displayed various notices from WM outlining the current market volatility. In January 2020, the City received a notice from WM indicating that mixed paper will be considered contamination because of the lack of value. Further, in February 2020, WM decided to allow mixed paper back into the program and from March to April the average market value of mixed paper increased by \$15.00/ton, which was attributed to COVID-19 and an increase demand domestically in tissue and paper products.

DEPARTMENTAL BUSINESS - CONTINUED

Statistics - Mr. Grecsek outlined various data points collected by staff for the recycling program: tons collected, single stream cost per ton, total monthly cost, contamination rates, costs to dispose the material as solid waste and what the tipping fee avoidance would be if it existed. Further, he advised that the City is beyond the point of any tipping fee avoidance, which he will outline later.

Statistics - Tons Collected - Mr. Grecsek displayed a graph illustrating how many tons are collected program wide; whereby, an average of 541 tons is collected per month or 6,492 tons annually, with the trend line being fairly consistent.

Statistics - Tonnage by Segment - Mr. Grecsek outlined the tonnage by segment, obtained prior to COVID-19: curbside - 62%, CVE - 26%, 10% - commercial and 2% multi-family. He advised that since the safer at home order has been issued there's been an increase in residential materials for both curbside and bulk.

Broward County Contamination Rates - Mr. Grecsek displayed a graph outlining the contamination rates for the other cities WM services, whereby, there was an average increase of 10% within each city over a six (6) month period.

Statistics - Percent Contamination - Mr. Grecsek displayed a graph outlining the City's contamination percentage. He explained that there was a slight decrease in September 2018 which is attributed to the education and outreach efforts; however, the City was still significantly above the 10% threshold outlined in the contract. Further, Mr. Grecsek said the trend line has increased, which has been consistent throughout Broward County.

Residential Contamination - Mr. Grecsek displayed a map outlining the various areas throughout the City where staff has seen excessive contamination and there is not one (1) residential area within the City that is at or below the 10% threshold.

Statistics - Net Cost Per Ton - Mr. Grecsek outlined the variables included in the net cost per ton: amount of material being delivered, processing fees paid, contamination rate of delivered materials and the value of the materials being delivered. He explained that between September 2018 and February 2019, there was an 18% maximum cap on contamination and the net costs were significantly lower than the 26% contamination cap; whereby, the net costs continued to increase and from September 2019 to today, the City is paying the actual contamination costs for the materials.

Statistics - Monthly Cost - Mr. Grecsek said the monthly cost is the net cost multiplied by the number of tons delivered and as the net costs go up, the monthly cost would increase as well. He said last month, the City was paying approximately \$47,338 to process the recyclable materials.

In response to Mayor Ganz's question, Mr. Grecsek replied that out of the \$47,338 processing fee, less than 50% was recycled due to the contamination rate. Further, he explained that there is a contamination rate of 49%, so half of the materials that are being sent are being considered contamination. Once the materials make it to the end of the processing phase, they must be sold and if there isn't a market, those materials must be disposed as waste.

Statistics - Recycling Savings vs. MSW Disposal - Tipping Fee Avoidance - Mr. Grecsek said recycling was implemented to reduce costs, increase revenues and support the environment. Thereafter, he displayed a graph outlining the tipping fee avoidance. He explained that for the first several months when the rates were low, it was better to process the material instead of disposing it as garbage; however, in March 2019, the trend flipped and now the net difference between the City sending the material to be processed is more expensive than to dispose the material as garbage.

Long & Short-Term Efforts - Mr. Grecsek said unfortunately, there is no easy solution to address the recycling issues and will take many years before sustained improvement is seen, especially now with COVID-19. Further, he said there are long-term efforts, whereby, Broward County had a meeting regarding reforming a county/city coalition to identify potential solid waste and recycling solutions; however, it will take several years to put into place and will eventually require additional monies to fund. Other long-term efforts include public-private partnerships and new emerging technologies. Lastly, he advised that there are six (6) short-term options, which he will outline individually.

DEPARTMENTAL BUSINESS - CONTINUED

Option 1 - "No Change" - Mr. Grecsek explained each option; Option 1 – status quo; thereafter, he outlined the pros and cons. The pros would be no changes and business could continue as is. The cons include escalating costs with no cap or end date, month to month variability, the City would be tied to contamination, amount of material and the value of the commodities. Last year, staff looked into trending and budgeted an estimated \$50/ton on what recycling would cost; currently it is \$95.44/ton, for a projection of \$245,000 over budget. Mr. Grecsek outlined other considerations for Option 1: additional enforcement for curbside collections needed to address contamination. Also, the amount of materials currently being recycled is at least half of what is being delivered and charged at a premium.

Option 2 - "Suspend Residential Program" - Mr. Grecsek said Option 2 is to suspend the program. The pros include fixed pricing, reducing/consolidating routes to cut half the price the City currently pays to process recyclables and operational savings. The cons include suspension of residential (curbside/multi-family) recycling collection program; however, it was not well taken in the past. The financial impact for Option 2 has a net savings of approximately \$474,000; processing savings of \$232,000 and operational savings at \$241,000. Other considerations for Option 2: recycling options could still be made available at the Recycling Drop Off Center; curbside program could be readily reinstituted when/if value of materials is sustained over time; lastly, contamination rates will not be addressed.

Option 3 - "Resolicit for Flat Rate" - Mr. Grecsek said Option 3 provides for a bid solicitation; wherein, it would find any available opportunities within the market to pay a flat rate to process the materials, instead of being subject to the value of the materials and contamination. Thereafter, he outlined the cons: implementation time needed to develop, issue solicitation and review/award vendors; no guarantee of responses or if pricing would be below current rates. Lastly, he said there could be potential processing savings with this option and staff could add a bid alternate to send materials to the incinerator for 100% recycling credit.

Option 4 - "Modify Program Materials" - Mr. Grecsek said the pros for Option 4 include modifying the program to only commodities with sustained value (aluminum/cardboard) and the potential for operational savings due to reduced materials in recycling carts curbside. The cons: contamination rates may initially be higher and will be difficult to assess until modifications have been implemented. Further, he said the financial impact of Option 4 would be a processing savings of \$200,000+. He advised that this option would require significant education and outreach to reduce contamination levels with no guarantees; actual savings would be highly dependent upon adherence to program guidelines; and dependent upon market conditions.

Option 5 - "Dual Stream" - Mr. Grecsek said in 2012, the City decided to move forward with a single stream program, whereby, collections went from 80 homes/hour to 127/homes/hour, making the single stream process more efficient. Further, he said the pros to Option 5 are sorting at the source which could generate higher value materials and there would be reduced contamination fees. The cons consist of significant capital costs needed to transition back to dual stream, whereas, six (6) collection vehicles - \$2,100,000 and bins for all curbside accounts - \$680,000; increased operational costs and safety concerns; and bins exposed to weather and can impact value of materials and create other issues. Mr. Grecsek said the financial impacts for Option 5 are significant capital costs would be needed and processing costs are anticipated to be lower due to higher quality materials. Lastly, he outlined other considerations: no guarantee that the processing costs would be significantly less than the current to offset capital costs and efforts should be made to procure with processing facilities that will maximize the dual source separation.

Option 6 - "Adjust Collection Frequency" - Mr. Grecsek said Option 6 consists of staff reviewing the collection frequency. The pros: operational cost savings through the reduction of collection routes. The cons: confusion in schedule changes, overflow of containers, significant capital costs may be needed to upsize recycling containers and staff scheduling challenges. Mr. Grecsek said the financial impacts would be the operational savings depending upon frequency; whereas, the frequency reductions would need to be bimonthly or monthly.

DEPARTMENTAL BUSINESS - CONTINUED

Financial Summary - Mr. Grecsek explained that the financial summary outlines the potential cost impacts of each option, whereby, the processing fees consist of residential volumes of 4,500 tons of material. He explained that the processing figures are projections and estimates of costs utilizing existing data, whereas, the actual figures will be dependent upon the real value of the material, which fluctuates every month, the contamination rates and how much material is being delivered to the facility.

Continuing, Mr. Grecsek outlined the processing and operating costs for each option. Option 1 would be \$429,480 and operating costs - \$362,100 for a total cost of \$791,580. Option 2 would provide a significant savings in processing costs - \$196,650 because of the flat rate, as well as in operational costs - \$120,700, totaling \$317,350, which is a net decrease of \$474,230. Option 3 processing costs would be contingent upon the actual rates that come in through the solicitation process; nonetheless, staff used a processing cost of \$75/ton for this example, which could be higher or lower. Further, the processing cost would be \$337,500 and operating cost - \$362,100, totaling \$699,600; resulting in a \$91,980 cost reduction. Option 4 processing costs, estimate by staff was \$56/ton, whereby, the processing cost would be \$252,000 and operating cost - 362,000 totaling \$614,000 with a possible savings of \$177,480. Option 5 processing costs, estimate by staff was \$50/ton; whereby, the processing cost would be \$225,000 and an operating cost of \$724,166, totaling \$949,166. He stated that Option 5 would require a significant amount of capital - \$2,780,000, to reinstitute the dual stream program; therefore, the first-year cost would be \$2.9 million.

Lastly, Mr. Grecsek stated that Option 6 is broken down by biweekly (6a) and monthly (6b) collection. He explained that it is very difficult to project what the processing cost would be, because it is possible for the cost to go down; nonetheless, the operating cost would decrease for both 6a and 6b, for a total cost of \$670,880 for biweekly and \$550,180 for monthly. Both options would require \$850,000 in capital costs for the purchase of new bins; therefore, there would be a \$729,300 cost for 6a and a \$608,600 for 6b.

David Santucci, City Manager, said with Option 3, the market was not receptive to the previous solicitation; therefore, he is unsure if a new solicitation would receive any bids due to the lack of vendors in South Florida providing this type service. Further, he said Option 4 is interesting because some commodities are doing better than others and there are certain commodities that lend themselves to more contamination, i.e. paper and plastic. Mr. Santucci said Option 5 is worth considering; however, there is uncertainty of a location in Broward County that will accept a dual stream on the backend. Mr. Santucci said if recycling is changed to biweekly (Option 6a) or monthly (Option 6b), collection of material will increase, so bigger carts would be needed for some, but not others; therefore, the capital increase may not be as high. If consumers know that their recycling will be picked up biweekly or monthly, they may be more cognizant as to what they are placing inside the cart. Lastly, Mr. Santucci stated that a biweekly collection with a modification of materials could also be an option.

Mayor Ganz said Option 6a and 6b does not support why most people recycle, which is to make sure the material is being reused and to protect the environment; therefore, neither of those options help with contamination, only operating costs. Furthermore, he said if Option 4 were to be combined with 6a or 6b, then less materials would be taken, there would be a modification of materials being taken in, the City would only be recycling the products that have value and the operating costs would be reduced; therefore, Mayor Ganz suggested creating a hybrid approach by combining Option 4 with either 6a or 6b.

Commissioner Hudak agreed, whereas, combining Option 4 with Option 6 would not require a new capital investment; however, he suggested simplifying Option 4 by starting with just one (1) product, i.e. aluminum, and once residents are comfortable with that, expand it to another item, i.e. cardboard.

Summary of All Options - Mr. Grecsek explained that this slide summarizes all the options and displays the same information that was provided during the presentation.

Summary - Mr. Grecsek outlined the universal changes in the recycling industry: revenue is no longer generated and processing is now twice the cost of disposal; contamination rates continue to increase and exist worldwide; global trends suggest we have not seen the worst and the impacts from COVID-19 are unknown; there are no easy solutions; and it will take many years before the City sees a sustained improvement.

DEPARTMENTAL BUSINESS - CONTINUED

Commissioner Drosky asked how the City's processor determines contamination and what is the City doing to ensure that those contamination rates are accurate.

Mr. Grecsek replied that WM goes through a very detailed process when going through the material, which staff has overseen on several occasions. He explained that WM breaks the materials out into different containers and bins, then they classify the materials based on the commodity aspect. Further, he stated that staff performs audits regularly on all commercial and multi-family facilities and when data is received, it is utilized by city staff to verify the information out in the field with the drivers and supervisors. Mr. Grecsek said the information provided on the reports from WM is consistent with what city staff sees in the field.

Commissioner Preston said he would have liked to see staff's recommendation and reasoning behind it in the presentation; nevertheless, he asked Mr. Grecsek what the best option for the City and residents would be and why.

Mr. Grecsek replied that there is a lot of uncertainty in these six (6) options; however, he agreed with the Mayor's recommendation as it addresses the issues the City is currently dealing with, contamination and operational costs.

Mr. Santucci said the decision really comes down to the level of service the City Commission wants to provide to the residents as it relates to the recycling program, and to ensure that each of the costs are understood. Further, the City wants to maintain a recycling program, but we must understand that what is being done today is not working for the reasons mentioned this evening. Also, staff wants to ensure that residents are comfortable knowing materials are still being recycled. Lastly, Mr. Santucci said the hybrid approach will be investigated and the results provided to the Commission.

In response to Commissioner Hudak's question, Mr. Grecsek replied that if Option 2 was chosen, only one (1) collection route is anticipated to be eliminated and that driver would be reabsorbed into the program; whereas, no layoffs would occur.

Commissioner Hudak reiterated that he is a definite proponent for combining Option 4 and 6a and strongly recommended starting with only one (1) recycling product. Further, he asked if any other cities have chosen the flat rate option.

Mr. Grecsek replied no. Prior to COVID-19 a survey was sent out to the Broward County municipalities asking their plans with their recycling programs; however, he does not have an update and is unsure if any workshops occurred.

Commissioner Hudak asked if there will be any penalties if the contract with WM is altered or changed in any way.

Mr. Grecsek replied that staff would have to delve into that with the City Attorney's Office. If the contract is terminated, there is a 90-day termination; however, he believes there are options for either party to modify the materials as long as significant notice is provided.

Anthony Soroka, City Attorney, clarified that when the agreement was negotiated, there was language added to allow for modifications to the waste streams, so the City does have the ability to withdrawal waste streams without penalty. Further, he said the agreement requires a 90-day written notice for termination without any penalty.

Mayor Ganz opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, thanked Mr. Grecsek for his presentation and said many of the things he mentioned in the summer of 2018 have come true regarding the contamination rates. It was stated that half the items being recycled aren't because of the contamination rate; therefore, he suggested looking into Option 2 as it would save the taxpayers \$500,000/year with the caveat that recyclables can still be taken to the recycling center. Further, he said Mr. Grecsek stated in 2018 that there would be an annual operational savings of \$800,000 if recycling was discontinued; therefore, Mr. Herz stressed the importance of saving money now more than ever.

DEPARTMENTAL BUSINESS - CONTINUED

Dean Callan, 3250 SW 2nd Court, Deerfield Beach, spoke in favor of combining Option 4 and 6 as it would help, but suggested suspending recycling services until COVID-19 passes, so the citizens can get back to work and the City's revenue stream can rebound. Thereafter, he provided a brief example of how his family's scrap metal business is ran based on market trends. Further, he suggested suspending the program for six (6) months, reevaluating where the City is and begin educating the citizens. Mr. Callan said there is a drop off center, and the money going into the program at this time could be used elsewhere. Lastly, he recommended implementing Option 2 now and combining 4 and 6 in the future.

Mayor Ganz closed the public hearing. Thereafter, he said combining Option 4 and 6, or even Option 2, to temporarily eliminate the program makes the most sense right now. Previously, it was decided to suspend the program and staff and the Commission received a lot of heat, but it caught the public's attention because most people in the City want to recycle. Further, Mayor Ganz explained that contamination is not based on one (1) person's bin, but the volume of recyclables that go into and the truck. Thereafter, he provided a brief background of the City's recycling program over the years. He said there is still value in recycling and people still want to do it; thus, he suggested potentially moving forward with Option 2 temporarily. This allows staff time to develop a program that combines Option 4 and 6. Then, if it is decided to temporarily suspend the program, the recycling center will remain open for those who want to recycle.

In response to Mayor Ganz's question, Mr. Grecsek replied that there is not value in recycling at this point.

Commissioner Drosky said there must be a balance between economic and environmental stewardship and currently, the City is hemorrhaging money and it is not working. He said it is unfortunate, but education does not work as well as people think. Thereafter, he provided a brief overview of his community outreach. Further, Commissioner Drosky said the State of Florida on average has a 30% contamination rate, with Deerfield Beach averaging 43%; whereby, what people think is being recycled is not as it is going to the processing center and ending up in the landfill as contamination. He explained that with COVID-19 and the reduction of the world-wide oil supply, it is far cheaper to use unused plastic than the recycled resin, which economists have stated will not change in the foreseeable future. As such, the City cannot afford to pay \$95.44/ton on average, which is the current garbage rate. Commissioner Drosky also commented on the numerous phone calls and e-mails received when the City previously suspended the program; however, he does not think they want a program where 50% of the material is being thrown into the landfill. Lastly, he said Option 1 is not an option, but he agreed with Option 2 temporarily and implementing a combination of 4 and 6, as the residents want a program.

Mayor Ganz said no one wants to pay for a service that it is not being done properly. Thereafter, he asked how staff wishes to move forward.

Mr. Santucci said the Commission has provided staff with enough general direction to analyze the options suggested and staff will bring back a more concrete recommendation at a future Commission meeting.

ADJOURNMENT

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to adjourn the meeting at 8:19 p.m. Voice Vote: YEAS: Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz. NAYS: None.

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk



Meeting Minutes City Commission

Tuesday, June 2, 2020

7:00 PM

Virtual Meeting

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 7:02 p.m., via virtual meeting technology.

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 led by Vice Mayor Parness.

APPROVAL OF CITY COMMISSION MEETING MINUTES

Regular City Commission Meeting Minutes – May 19, 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

Special City Commission Meeting Minutes – May 12, 2020

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, 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 - March 10, 2020

Code Compliance Meeting Minutes - June 26, July 9, July 24, August 28, September 10, September 25, October 8, & October 23, 2019

MOTION was made by Commissioner Hudak, 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

APPROVAL OF CITY COMMISSION AGENDA

June 2, 2020

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

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

Nays: 0

PUBLIC COMMENT

Dean Kallan, 3250 SW 2nd Court, Deerfield Beach, commented on the partial opening of the beach and advised that the regulations passed down to the residents were unnecessary. Further, he commented on the loss of revenue as beach parking was closed and voiced his concerns regarding other issues. Mr. Kallan also commented on having to wear masks or deciding not and on the decision made for wearing facial coverings, as he does not understand how the City Manager has that type power. Mr. Kallan said he is still waiting on a response from the City Manager on questions he has and asked that the Commission take a stand for what the residents want.

Mayor Ganz said the City's Manager's decision to not have beach parking was based on what the Commission thought was in the best interest of the residents. It would have been easier to open, but if things had gone wrong, it would have been difficult to back track. Additionally, some of the issues addressed by Mr. Kallan are County rules; i.e. masks. Mayor Ganz explained that nothing was done with mal-intent, but to assist a situation that could have become worsened.

Continuing, Mayor Ganz said as Americans, we all know what is going on in the Country and the challenges that are faced. Dealing with the COVID-19 is unprecedented and unfortunately, with the recent death of George Floyd, it is clear that certain things are not new. These things have been going on for far too long and as the Mayor of Deerfield Beach, he feels its appropriate to state the Commission is standing united with brothers and sisters who are not treated the same as someone like himself. Martin Luther King taught everyone about peaceful protests, but he also said a riot is a language of the unheard. In his opinion, for those who do not live and deal with overt or hidden racism on a daily basis, it is time to stay quiet and listen, so those voices do not remain unheard. It would be arrogant for him to say what it is like, as he never will; however, he is in a position to make change and assist with solutions. Mayor Ganz said he hopes everyone takes the time to listen and not look at this as an inconvenience as it is a time for action and for the Commission to listen.

CONSENT – BOARD APPOINTMENTS

1. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Amie Kay Tanner to the Historic Preservation Board; and providing for an effective date.

Mayor Ganz asked that Item 1 be tabled indefinitely. The board is currently not meeting, and while Ms. Tanner would be an excellent representative, there are a few things he needs to work out before moving forward.

**MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to table Item 1 indefinitely.
Voice Vote:**

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

Nays: 0

CITY COMMISSION BUSINESS

2. Presentation by administration regarding COVID-19 fiscal impacts.

Financial Update for FY20 - David Santucci, City Manager, advised that the presentation will outline the fiscal impacts of COVID-19 for the remainder of the fiscal year, the anticipated revenue shortfalls and what steps have been taken to bridge the gap. Later, he will discuss the budgetary gap measures, recap what has been done, what could potentially happen and additional options.

Economic Impact of COVID 19 – Mr. Santucci outlined various impacts to the economy as a result of the pandemic: 97% decline in air travel sales which is a direct reflection on the amount of business and tourism in the State; beaches and hotels are a staple revenue source in South Florida as we share in a lot of tourism dollars that come in; universities, schools, summer camps and daycares are closed and may remain closed during the summer. Notwithstanding, the Broward School Board is looking to open schools for the fall; as well as many universities while others are still utilizing online classes. The non-essential business closures have been detrimental to the economy over the last couple of months worldwide. It is positive to see the County has allowed for many reopenings, which is in Phase 1. Mr. Santucci commented on consumer confidence and how it plays a role with growing the economy by patronizing the businesses and tourist areas. Additionally, with the unemployment rate at 15%, there is not much disposable income. Immunity and vaccination is key to getting to a place of normalcy and while no timeframe can be given, it is encouraging to hear experts predicting normalcy within a year. There are also concerns for a second wave of the virus due to phased reopenings as well as the large scale protests.

COVID-19 Direct Costs – Mr. Santucci outlined the direct costs: personnel - \$326,000; operating - \$31,000; capital - \$89,000; totaling \$446,000. He explained that part of the personnel costs are attributed to federally mandated EFMLA which provides time off and benefits to those affected by COVID, as it is an unfunded mandate along with the emergency response critical incident employment pay policy. Personal protective equipment is also included in operating expenses, whereby, some has come in from the State. Capital expenses entails equipment for a more mobile workforce and into a telecommuting environment.

General Fund Revenue Analysis – Mr. Santucci explained the trend of the general revenue over a three-year period. Gray (FY17/18), orange (FY18/19) and blue (FY19/20), illustrates consistency until March 2020 in the collection of revenues. Beyond that for both gray and orange, the revenues were pretty consistent as well. In the middle of March, the revenues began declining which is a direct result of the stay at home orders, business closures and city facility closures. By mid-June, the May figures will be available; however, it is suspected that they will be relatively low. With reopenings, the numbers may start to climb, but it will be based on consumer confidence and disposable income. He also pointed out the large spike in December is when a majority of the ad valorem taxes are collected. During the remainder of the fiscal year, other revenues such as state revenue, communications service taxes are collected. Other revenues that are reconciled at the end of the fiscal year are true-ups from the Enterprise Fund.

CITY COMMISSION BUSINESS – CONTINUED

General Fund Expenditure Analysis – Mr. Santucci said expenditures are not as consistent as revenues because it depends on when projects and large capital expenditures take place, or when invoices are received and paid. This graph shows the May numbers for expenditures are drastically lower than what they were in April, FY18 and FY19. Expenditures may go even lower as June approaches.

Current FY20 General Fund – Mr. Santucci said 97% of ad valorem taxes have been collected. The budget for revenues and expenses in the General Fund are \$108 million. The revenues received thus far are \$79.7 million and the expenses are \$66.2 million, placing the City in a positive net position at the end of April throughout the remainder of the fiscal year.

Revenue Shortfall – Mr. Santucci outlined the estimated shortfalls from the General Fund. For taxes, assessments and sales tax, the estimated shortfall is approximately \$4.9 million and comes from the State. Charges for service include costs for fees in recreational programming (\$200,000); inspections/permits (\$64,000); other governmental (\$840,000); lease/special events (\$200,000); totaling a \$6.2 million projected shortfall. He explained that a task force was created by Broward County City Manager's Association who sought assistance from highly experienced financial individuals within the association to create methodology on determining the revenue shortfall and what methods can be used to meet those budgetary gaps.

Revenue Scenarios – Mr. Santucci said he will outline the best and worst case scenario for revenue shortfalls. As previously discussed, the General Fund budget for FY20 is \$108 million and year to date, \$79.7 million has been received. An additional \$28.3 million must be received to completely balance the budget at the end of the fiscal year. There are revenues that will not be impacted by COVID-19 which are typically transfers in and out scheduled for the year. These may come from administrative costs from the Enterprise Funds or other revenues; whereby, an estimated \$10.1 million should be realized. This leaves approximately \$18.2 million ("variable"). Based on the projected revenue shortfall, in the most realistic situation, the revenue shortfall will be approximately \$6.2 million. If the economy bounces back sooner, the projected revenue could be \$15 million; in a worst case scenario, the City could only realize about \$9 million in revenue leaving a shortfall of \$9.2 million for FY20. Mr. Santucci advised that information was just recently provided on the State shared revenue; whereas, 50% less was received and for the remainder of the fiscal year, they are scaling contributions to local government to 50%. In the past, they would provide 95% of the revenue to local governments. He is hopeful that additional revenues will be received as the State recognizes some of their losses since revenues are typically received in arrears. It is important to note that these revenue savings do not reflect any expenditure savings in the remaining presentation.

Expenditures Scenarios – Mr. Santucci said the current expenditures as of the end of April is \$66.9 million leaving a remaining budgeted expenditure of \$41.1 million. Based on the best, current or worst case scenarios, the remaining allocation was depicted and illustrates how much can be spent toward the remainder of the year.

Expenditure Reduction Initiatives – Mr. Santucci outlined several steps staff has taken to reduce expenditures; frozen vacant positions in March for the remainder of the fiscal year; some positions have been placed in a no pay status where some operations were suspended; staffing schedules were scaled back for several reasons. During the response phase of the operation, when essential services were offered, operating and utility expenses were halted. Facility closures resulted in lower maintenance and operating costs; there were increased custodial costs as the amount of sanitation was needed throughout all facilities. Notwithstanding, some facilities were completely shut down. All personnel travel and training has been suspended and/or reduced to lower cost online options; program and event expenditures have been saved as a result of the closures and being unable to host programs/events; various operating, repair and maintenance expenditures have been suspended. Moreover, direction was given to scale back and varying capital improvement projects have been deferred to a later date.

Closing the Gap – Mr. Santucci said in terms of personnel savings, operating and capital project reductions amount to approximately \$2.9 million. There is continual budget line analysis to identify additional cost savings to bridge the budgetary gap. With the \$2.9 million reductions, the estimated additional general fund gap is \$3.3 million.

Budgetary Gap Measures – Mr. Santucci highlighted the steps taken to close the gap; freeze on unfilled positions; liquidated unfilled purchase orders; advocating for funding from CARES/HEROS; deferred capital expenditures; service level reductions have resulted in cost savings due to COVID-19 closures; reduced personnel costs. Regarding

CITY COMMISSION BUSINESS – CONTINUED

CARES/HEROS funding, there is a lot of uncertainty on what may come down to local government. The initial funding that came down from the federal government and the CARES Act did not become available to any local municipality with a population of less than a 500,000. Broward County received a significant amount of money from the federal government, upwards of \$350 million or more; staff is waiting to see how it will be handled. There is no indication that the County will provide any funding to the cities; however, it has been stated that the County has the ability to do so. Later in the agenda, he will seek approval of a memorandum of understanding with the County related to a small amount of funding they may provide to the cities through a code enforcement program. All in all, the County is not willing to provide the funding to the cities, but in all fairness, they are the grant recipient and if any one city did not spend the money appropriately, it wouldn't be the city responsible for repayment, but the County. There is good reason to be cautious, but there should be a way to ensure the cities would spend the money according to the grant requirements.

Moreover, Mr. Santucci said there are other measures that can be considered; whereby, service levels could be reduced further; lower programming costs; maintain the reductions in service schedules, i.e. pier schedules; reduce the amount of garbage collection. Additional considerations: restructure contractual services which entails scaling back certain services like reducing frequency of lawn maintenance and tree services. He said staff is currently working with vendors to amend those contracts where reasonable. Additional personnel costs could be done, but there are not a lot of viable options as the collective bargaining agreements are very restrictive. Hopefully, through the second wave of the CARES/HEROS funding, there will be some revenue supplement for local governments, but it is not guaranteed. Nonetheless, \$1 trillion was recommended in the HEROS Act, but it has not been signed yet and he does not believe it will pass. There was a supplemental appropriation of \$545 billion proposed which is more reasonable for local governments, but what portion would be disseminated to Deerfield Beach is unknown.

Continuing, Mr. Santucci said FEMA cost recovery is another consideration and since this is a declared FEMA event, staff has been documenting all costs and because this is new for everyone, FEMA does not have clear guidelines. Direct costs are reimbursable through FEMA, but with personnel, they only reimburse overtime or additional personnel expenses via policy. Prior to the critical incident employment (CIE) policy, the only policy the City had to rely on for an emergency event was the emergency pay policy which states that employees working in the emergency received time and a half. Because that policy is in place during a hurricane event, FEMA would reimburse over the hourly rate. Under the pandemic, there may be consideration for all direct costs; whereby, an employee solely dedicated to COVID-19, could be reimbursed in its entirety for those hours. This has yet to be seen and is not guaranteed. Other options include, increasing charges for service thereby, increasing revenues; use of reserve funds; and the sale of surplus City property. He said he does not think it will be realized in the short span of time; recently, the property disposition policy was adopted and this could be a good time to advertise those properties. Thereafter, Mr. Santucci entertained questions of the Commission.

Mayor Ganz referenced the "Revenue Scenarios" slide and opined that the focus should be the worst case scenario, a \$9.2 million deficit. He said he looks forward to seeing recommendations on how to tackle the shortfall. Additionally, he does not anticipate receiving much from CARES or the County if any is given. The HEROS Act has not been approved and even if it is, the amount is unknown and most likely, will not be a huge help with the deficit. Further, he does not support the increase for charges for services and is not interested in passing down costs to residents and suggested cuts be made where necessary. As for the sale of surplus property, he agreed that it will not give an immediate positive impact to revenues.

Commissioner Hudak said service level reductions was discussed with the recycling program and the funds that it could save. He asked for the current status of that program as that is an option that may have to be expedited.

Ms. Santucci replied that options will be presented at the next City Commission meeting on recycling; however, the recycling program does not impact the General Fund and does not help bridge the monetary gap.

Commissioner Drosky agreed that the worst case scenario should be targeted. The measures for consideration should all be considered except the increase to residents. He also agreed with Mayor Ganz regarding CARES/HEROS Acts; however, the Broward League of Cities recognizes that the CARES money is very important as the localities have shouldered the lion's share of costs for COVID-19 and there is a lot of money to be recouped. Therefore, the Broward League of Cities has created a task force to help study the issue and advocate at the county level the municipalities'

CITY COMMISSION BUSINESS – CONTINUED

position for those funds. Commissioner Drosky advised that he is part of the task force and the CARES money is \$340 million controlled by Broward County. He explained that during their first meeting, a Broward County Commissioner attended and advised that they too have expenses; child care opportunities; 20,000 airport employees; antibody testing and others. He said that was a hint that the municipalities should not count on funding. Furthermore, the task force has advocated on behalf of the Broward League that the cities wish to consider an indemnification to the County if funds are shared and it is understood that the grantee is the County; if anything happens, the municipalities could be subject to audit/indemnification provisions. The County has accepted the funds from the Federal Government, but the County Administrator will recommend how to disperse those funds at their next meeting. There is still very little indication that the cities will share any substantive portion of those dollars. The HEROS is for \$1 trillion, but was only passed by the US House of Representatives and probably has no chance of being passed by the Senate and signed by the President. There is a bipartisan compromise bill of \$500 million being discussed, in lieu of the trillion and may be feasible as the crisis deepens as municipalities continue experiencing deficits. HEROS targets municipalities with a population of less than 500,000, but nothing is guaranteed. Commissioner Drosky said it takes many years for a FEMA reimbursement as the City is still waiting on funds from Hurricane Irma. Lastly, he reiterated that the focus be on the \$9.2 million shortfall and scrutinize the City's expenditures and revenues.

Commissioner Preston agreed that the worst case scenario should be the focus, as well as the employees. During the presentation, he said if things worsen, restructuring contractual services with outside companies should be considered and allow City employees to assume those services; i.e. medians. He emphasized the need to protect the employees as things may get worse before they are better.

In response to Mayor Ganz's question, Mr. Santucci replied that he agreed with the Commission on what the viable options are, review service level reductions and contractual service restructuring. He will also look at additional personnel cost reductions and ways it can be done. As previously mentioned, all vacant positions were frozen and options are generally limited. He said he will continue to work on measures to reduce the deficit, but he may not have that information available in two (2) weeks, and will keep everyone updated. He said he will likely have an update by the July meeting.

Vice Mayor Parness said the City can become more aggressive in monies owed to the City; i.e. stormwater fees and code violations. Though it is not an end all, it helps ease the situation.

Commissioner Hudak asked when figures for May would be provided.

Mr. Santucci replied that revenues can sometimes take up 60 days in arrears.

DEPARTMENTAL BUSINESS

3. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting and adopting the Comprehensive Annual Financial Report for the Fiscal Year ending September 30, 2019; authorizing submission to the State; providing for an effective date.

The Resolution was read by title only.

David Santucci, City Manager, announced that Stephanie Tinsley, Chief Financial Officer, and Branden Lopez, Marcum LLP, will provide an update on the FY 19 Comprehensive Annual Financial Report (CAFR).

Ms. Tinsley provided a brief PowerPoint on the CAFR.

Agenda – Ms. Tinsley outlined the components of the presentation: briefing on completion of the CAFR; review of net position and fund balance with improvements in OPEB (other post-employment benefits) liability, other operational audit recommendations; and the auditor's presentation of the CAFR.

Completion Process – Ms. Tinsley explained that cities must abide by Florida Statutes 218.32 which includes submission of the financial report within 45 days after the completion of the audit report but no later than nine (9)

DEPARTMENTAL BUSINESS – CONTINUED

months after the end of fiscal year (June 30th). It must be signed by the chair of the governing body which is the Mayor and herself, as the chief financial officer attesting to the accuracy of the information. It must be a single document, whereby, both the financial report and compliance portion must be together. She continued to outline other submission requirements and advised that the CAFR was completed on May 27th in collaboration with TriMerge Consulting, Gray CPA Consulting Services, City departments and Marcum, LLP. Thereafter, she commented on the cohesiveness among all the players listed.

Summary of Net Position to Governmental Activities (page 7) – Ms. Tinsley said for FY2019, the City's total net position has increased to \$25.9 million; largely due to the OPEB improvements and liability which decreased by \$33 million. Also, she pointed out an error in the reporting for FY2018 net position which was questioned by a resident. Under restricted net position, the City reflected \$33 million in capital assets, but those were already part of the net investment and capital asset line item. With it being in two places, it caused the unrestricted balance to seem more negative than it actually was, but the net position did not change. The decrease from FY 2018 restated to FY 2019 in restricted is about \$25 million and is related to about \$9 million in human services, \$10 million in parks and recreation and \$4 million in general government was spent. The net position improvements were primarily due to a decrease in total OPEB liability.

Mr. Santucci advised that the OPEB was a result of changes and improvements to the plan and a new actuarial study. During the last CAFR presentation, it was suspected that there would be a new actuarial study with new mortality tables; whereby, both occurred creating a positive impact on the total net position.

Summary of General Fund – Fund Balances (page 41) – Ms. Tinsley said on page 21 of the CAFR is the reconciliation from governmental net position to the general fund balances and is willing to discuss one-on-one with the Commission. Further, she said the fund balances are pretty stable and are broken down by fiscal year. There is no restricted funds and the emergency reserves are stable at approximately \$3.5 million. The subsequent year's budget are unspent appropriations in the current year that are carried forward into the next year; thus, \$4.5 million that was likely obligated toward a multi-year project was brought forward into FY 2019 budget. The unassigned fund balance is \$17.6 million which is relatively stable; all the funds yield a total fund balance of \$26.7 million. According to the fund balance policy for Deerfield Beach, the unassigned fund balance must be 10% of the general fund operating expenses and transfers.

General Fund – Summary of Audited Financial Results (page 82) – Ms. Tinsley outlined the final budget and actual revenues and expenditures for FY 2019. Total revenues showed a negative variance of \$600,000; however, it was within the 1% industry standard. Total expenditures were well under budget and used less than the fund balance. Other sources/uses include transfers in which were on target and transfers out were less than anticipated. The net change in the fund balance was approximately \$900,000 less. Continuing, Ms. Tinsley outlined the operating revenues, operating expenditures, transfers out and inflows which reveal a balanced budget. She advised that a lot less of the fund balance was used.

Fund Balance Policy Compliance – Ms. Tinsley advised that the fund balance policy requires a 10% minimum and with the transfers out, the actual unassigned fund balance is \$17.6 million which is closer to 16%. Further, over the past few years, the City has been above the policy requirement. The unassigned fund balance does not include the assigned emergency reserves.

Audit Finding & Observations – Ms. Tinsley outlined various audit findings from FY 2017 to FY 2019; whereas, the financial close and reporting has been a repeat finding which is being worked through. Further, the segregation of duties for payroll was partially addressed in FY 2019 and has been completed in FY 2020. The position has been filled and staff access for various duties has been split; the roles, processes and procedures will be analyzed continually with the Director of Human Resources and other pertinent staff. Ms. Tinsley also commented on how staff has taken proactive approaches to resolve the findings and/or observations; nonetheless, the AG audit will likely produce the same observations which are staff's priority. She continued to outline findings from FY 2018 and advised that there are no new findings for FY 2019, just the partial repeat findings. She advised that in FY 2017, there were about 10 other findings that were partially addressed and a lot of them were fully addressed by FY 2018.

Mr. Lopez reviewed various pages of the CAFR as well as their audit reports. The first report is the independent auditor's report, printed page 1 (PDF p. 20) of the agenda backup. The report reviews different items and on page 2

DEPARTMENTAL BUSINESS – CONTINUED

(PDF p. 21), their opinion is given and reveals an unmodified, clean opinion which is the best opinion. On page 4 (PDF p. 24), management's discussion and analysis is the most beneficial as it provides a comparison from last year to this year and an estimation of the variances outlined by Ms. Tinsley; it is created by management. On page 132 (PDF p. 157), outlines compliance reports. The first compliance report on internal control for financial reporting and compliance on other matters based on government auditing standards; this is where any internal control issues are disclosed or financial reporting and explains what a material weakness and significant deficiency are. A material weakness is the most severe and significant deficiency being less severe. This year, there was only one (1) significant deficiency due to transitions within the finance department and management, especially as it relates to the closeout of the year. The second finding from the previous year, related to bank reconciliations, was addressed and they assured that all were in compliance with the City's policy.

Mr. Lopez provided an overview of PDF p. 159, report on compliance, regarding uniform guidance and Chapter 10 – 550 Rules of the Auditor General. He said when a municipality receives funding from the State or Federal Government, if passed a certain threshold, they are required to undergo a single audit. It is a compliance audit to make sure funds are being used in accordance with grant agreements. In prior years, there were two (2) findings of non-compliance, but that was not the case this year. Further, the two (2) issues from the prior year were addressed, in FY 2019. On PDF p. 170 is the management letter in accordance with the rules of the Florida Auditor General which requires a communication from the auditors to ensure the City is in compliance with certain Florida Statutes throughout FY 2019 and an update on any prior year management letter comments. These comments do not rise to the level of a significant deficiency or material weakness and are only observations/recommendations by the auditor. Over the years, the City has been addressing those observations year to year. On PDF p. 173, is an update of the status of prior year and current year observation. There were no new observations this year and the prior year, observations were all addressed except the one (1) partially addressed as outlined by Ms. Tinsley regarding payroll. Regarding OPEB, last year was the first year with GASB No. 75 which required all municipalities to record on the books, their OPEB liabilities. In the past, it was disclosed through notes but not required for reporting. The City made amendments to the plan and in that process, the actuarial performed an updated evaluation which decreased the liability.

Continuing, Mr. Lopez said the last report he will comment on is on PDF p. 176 which is a compliant report pursuant to Section 218.514 FS. It advises the City of its compliance with the City's investment policy; no issues were encountered as part of the audit for 2019.

Mayor Ganz clarified that three (3) years ago, there were 12 findings, last year there were seven (7) and now there are two (2), with one (1) being addressed and the other partially addressed.

Mr. Lopez agreed.

Commissioner Hudak thanked the Financial Services Department for their hard work.

Commissioner Drosky said due to the length of the document and the timeframe received, he wishes to table until the next meeting and give them and the citizens time to digest it. Thereafter, he referenced PDF p. 5 and asked for clarification on restriction on use.

Mr. Lopez replied that this is a separate letter outside the CAFR and is a communication to those charged with governance. This letter, required by auditing standards, informs the Commission on whether there were any difficulties dealing with management, significant findings, or uncorrected adjustments. The City Commission has the right to distribute that information to whomever they choose; also, this is a public document and is placed on the City's website. Additionally, Mr. Lopez advised that due to the improvements year to year, it is commendable and even with the transitions in the Finance Department, to make sure everything was done correctly, making sure the findings are addressed is really important. Lastly, Ms. Tinsley has stated that observations are being addressed so there are no findings which is commendable and provides comfort in moving forward.

Mayor Ganz opened the public hearing.

DEPARTMENTAL BUSINESS – CONTINUED

Glenn Sullivan, 2377 Deer Creek Trail, Deerfield Beach, provided an e-mail which was read into the record. He outlined various issues in the CAFR that should be addressed and asked that the vote be delayed so the residents have additional time to review it.

Mayor Ganz closed the public hearing. Thereafter, he asked if any questions can be addressed at this time.

Mr. Santucci replied that Ms. Tinsley will reach out to the resident directly. Further, staff has identified room for improvement in the budget and how the information is presented and how it is provided in the CAFR as well as the monthly reports which are given to the Commission every month. Staff will be looking into updates for the monthly report. Some of the questions were addressed tonight, but Ms. Tinsley will reach out to Mr. Sullivan to resolve the remainder.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Drosky, to table Item 3 until June 16, 2020. Roll Call:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 4. Resolution 2020/059 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of a grant application to the Florida Department of Environmental Protection, Division of Air Resource Management for the Electric Vehicle Charging Infrastructure Phase 1 Grant; authorizing matching funds in the amount of \$5,000; authorizing execution of a Grant Agreement; and providing for an effective date. (Funds from Account #453-4558-534-39-99 - Contingency)**

Mayor Ganz opened the public hearing for Items 4 – 6; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Items 4 – 6 in concert. Roll Call:

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

Nays: 0

- 5. Resolution 2020/060 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the termination of the Maintenance Agreement with Utility Service Co. for the 300,000-gallon water tank; providing for an effective date. (Funds from Account #401-5020-533-32-99 - Other Contractual Services)**
- 6. Resolution 2020/061 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Work Authorization with Stantec Consulting Services Inc. in the amount of \$93,328.00 for professional design services for drainage improvements for the City Hall Wind Retrofit and Drainage Project related to the Hazard Mitigation Grant Program; authorizing execution of the Work Authorization; and providing for an effective date. (Funds from Account #182-8000-522-32-99 - Non-Departmental/Other Contractual)**

ADDENDUM

- 7. Resolution 2020/062 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with Broward County for the Enforcement of COVID-19 Emergency Orders; authorizing the Mayor and City Manager to execute the Interlocal Agreement; providing for severability and an effective date.**

The Resolution was read by title only.

Anthony Soroka, City Attorney, advised that there was ambiguity in the agreement; a nine-month term, but the payment covered only seven (7) months. It has been corrected and is before the Commission for consideration.

David Santucci, City Manager, said the County is providing CARES Act funding and through this program, the City will receive approximately \$131,000. He advised that the funds are meant to utilize the County's 311 system to monitor and steer people to this service for handling of code violations related to COVID orders.

In response to Mayor Ganz's question, Mr. Santucci advised that the calls coming through normal channels will be inputted into 311.

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

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 7, adopted Resolution 2020/062. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS – CONTINUED

- 8. Resolution 2020/063 - A Resolution of the City Commission of the City of Deerfield, Florida, accepting the Investment Policy and Internal Controls Certification from the City's Chief Financial Officer for the fiscal year ending September 30, 2019; providing for an effective date.**

The Resolution was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item 8, adopted Resolution 2020/063. Voice Vote:

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

Nays: 0

- 9. ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES CHAPTER 66 "TRAFFIC AND VEHICLES," ARTICLE II "STOPPING, STANDING, PARKING," DIVISION 4 "PARKING AREAS," SECTION 66-76 "PARKING AREAS REGULATED" TO PROVIDE FOR REGULATED PARKING ON THE WEST SIDE OF N.E. 20TH AVENUE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

DEPARTMENTAL BUSINESS – CONTINUED

David Santucci, City Manager, advised that the proposed ordinance provides for regulated parking for spaces outlined on the aerial. They are current parking spaces and are within the parking system.

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

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item 9 on first reading. Roll Call:

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

Nays: 0

10. ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING SECTION 30-28 OF ARTICLE II "CIVIL EMERGENCIES" OF CHAPTER 30 "EMERGENCY SERVICES" OF THE CITY CODE TO PROVIDE FOR ADDITIONAL EXTENSIONS OF A STATE OF LOCAL EMERGENCY; PROVIDING FOR CONFLICTS, SEVERABILITY, PUBLICATION, AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

Anthony Soroka, City Attorney, advised that in recognizing COVID, a state of local emergency was called. It is called by the Mayor and lasts 7 days, but can continue for a 30 day period as approved by the City Commission. It was written in the context of hurricanes and does not contemplate a pandemic that can last multiple months. For the Commission to extend further than 30 days, an emergency ordinance was adopted in one (1) reading to allow for further extensions beyond the first 30 day period which was done and multiple extensions have been adopted. Under the City Charter, the emergency ordinance is only valid for a certain period which will soon expire. To provide for additional extensions and in the future, should this type situation occur again, to avoid the emergency ordinance process, the proposed ordinance codifies the Commission's ability to extend for additional 30 day period as needed based on the circumstances of the emergency.

Commissioner Hudak asked why isn't there language in the Code to allow the extension to tie into a countywide state of emergency so extensions are not ongoing.

Mr. Soroka replied that the Commission is not prevented from providing those extensions, but there could be an issue to make it automatic. He said potentially if there is a state of emergency in the City, either in timeframe or scope could be different if the entire county is not impacted. For example, a hurricane could impact Deerfield Beach and not a city like Weston. Further, he advised that many cities prefer to retain their own independent abilities and not tie in with the County.

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

Vice Mayor Parness said the City needs to maintain their independence. He asked if the City has the authority to make further restrictions when an order is given by the Governor or County.

Mr. Soroka advised that this item does not impose any restrictions of any kind or loosening them; it codifies the Commission's ability to provide multiple 30 day extensions whereas the existing code only provides for one (1) 30-day extension.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 10 on first reading. Voice Vote:

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

Nays: 0

COMMENTS BY ADMINISTRATION AND LEGAL

CITY ATTORNEY

Business Operations – Anthony Soroka, City Attorney, provided a brief overview of the current business regulations; whereas, many businesses are now open. Notwithstanding, businesses are not required to open, this is a “may” open stipulation for those who are not comfortable opening. Under the County order, the following businesses must remain closed: bars, night clubs, banquet halls, cocktail lounges, cabarets and breweries. There is an exception for food takeout and delivery services. Additionally, movie theaters, concert houses, auditoriums, play house, bowling alleys and arcades; there is an exception for drive in movie theaters. Vacation rentals are still prohibited in the County and City with the exception of the essential lodgers. The County has submitted an application to the State which is the process to allow for vacation rentals to eventually open in the County; however, that plan must be approved and may not happen for a couple of weeks. Furthermore, casinos or pari-mutuels are closed with the certain exceptions, like only opening for a certain event. The more recent openings, effective yesterday, were the massage and tattoo parlors with adherence to the County guidelines. Before these, the beaches, commercial gyms and fitness centers were opened.

CITY MANAGER

Public Input – David Santucci, City Manager, advised that for the quasi-judicial item scheduled for the June 16th City Commission meeting, there will be in person interaction at the Commission Chambers to give the public every opportunity to participate for those who cannot participate via phone or electronically. Social distancing requirements will be in place. There will be one (1) additional screen for the public to interact and view the meeting from the Chambers as well.

Calvin Giordano & Associates (CGA) – Mr. Santucci said he has been negotiating with CGA on the building services contract; however, the contract is set to expire soon. The current contract allows the Administrator a 120 day extension, which he may move forward with until negotiations are done.

COVID-19 Testing Site – Mr. Santucci thanked Commissioner Preston for his help on a testing site in the City as well as Mayor Ganz. He is working to have something in place by next Monday; it is not a hard date but the definitive date will be shared when available. The testing site will be walkup and will be around as long as it is in use.

News Release – Mr. Santucci said there was a news release sent out today regarding the International Fishing Pier announcing repairs. Those repairs had previously taken place some time ago; the language in the news release were necessary for compliance with the FEMA grant reimbursement.

Upcoming Agenda Items – Mr. Santucci said the recycling presentation will come forth on June 16th and hopes to have the CRA presentation ready as well; if not, it will be July 7th at the latest.

Mayor Ganz applauded Commissioner Preston’s efforts with the testing site.

CITY COMMISSION BUSINESS – CONTINUED

- 11. Resolution 2020/064 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, denouncing Antisemitism Anti-Asian bigotry, and all hateful speech, violent action, and the spread of misinformation related to COVID-19; providing for severability and an effective date.**

The Resolution was read by title only.

Mayor Ganz asked the Commission for their support on this item; thereafter, he opened the public hearing.

Eric Ross, 5323 NW 119th Terrace, Coral Springs, said as an employee of the Anti-Defamation League, he supports the proposed resolution and thanked Mayor Ganz for bringing this item forward. He commented on how hatred is being unchecked and how people are placing blame for the pandemic on the Asian Americans and Jewish community.

CITY COMMISSION BUSINESS – CONTINUED

This resolution will tell the entire country that Deerfield Beach is firmly opposed to COVID-19 related hate.

Mayor Ganz closed the public hearing.

Vice Mayor Parness asked that the Resolution include all minorities as he has heard many rumors against those of the African-American race.

Commissioner Preston thanked the Mayor for bringing the Resolution forward as this is a serious matter.

There was a brief discussion to add racism to the Resolution which was accepted by the Commission.

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to approve Item 11 as amended, adopted Resolution 2020/064. Voice Vote:

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

Nays: 0

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

Saturday Office Hours – Commissioner Hudak said he will have District 1 office hours on Saturday, June 13th from 10 a.m. till noon via Zoom or phone. Appointments can be scheduled through the City Manager's Office.

Racism in America - Commissioner Hudak said the pandemic affecting this Country has dominated the news and has the ability to affect every American regardless of race, age or gender. The pandemic he's referring to is racism. In 2004, the reality of two (2) Americas was brought to the forefront, the America of the privileged and wealthy and the America of those who live paycheck to paycheck. The difference in the education provided to each, the difference in the loan rates offered, and the opportunities provided all pale in comparison to what is being experienced today. Today we get to see a harsh example of two (2) Americas. Hall of Fame player Kareem Abdul-Jabbar wrote in an editorial published by the Los Angeles Times this week that racism in America is like dust in the air; it seems invisible even if you're choking on it, until you let the sun in then you see it everywhere. Thereafter, Commissioner Hudak commented on growing up in South Florida; whereby, he never saw racism and treated people equally. He thought that is how everyone acted and for a majority of his life, he believed racism happened in the Deep South during the 50s and 60s and had long ended when Dr. Martin Luther King educated America.

Commissioner Hudak commented on what he thought racism was, but over the past few years, he has learned how wrong he was. Though he believes a majority of Americans treat everyone equal and are color blind, he now realizes that racists are not only in back wood towns or impoverished cities, but in every city, town, community and economic and educational level of this Country. Racism is a learned behavior as parents and communities teach it with words and actions. When any authoritative figure projects racism, it spreads throughout the Country. This is the pandemic that has infected America. To eradicate racism, it must be eliminated on an individual level and reinforced by leaders, parents, police officers, elected officials, teachers and preachers. He encouraged people to pray for the courage to be the change and that thoughts become words, words become actions and actions become you. As an elected official, a father and husband, he will do everything in his authority, thoughts, words and actions to perpetuate the elimination of racism in the City. Commissioner Hudak said he fully respects the Commission, City staff and the Police Chief as he knows their character and professionalism. Together, we can vaccinate, reduce and eradicate this cancer.

COMMISSIONER PRESTON**DISTRICT 2**

George Floyd – Commissioner Preston thanked Mayor Ganz for his comments regarding Mr. Floyd at the beginning of the meeting.

COMMENTS BY MAYOR AND CITY COMMISSIONERS – CONTINUED**COMMISSIONER PRESTON****DISTRICT 2 - CONTINUED**

COVID-19 Testing Site – Commissioner Preston thanked the City Manager and staff for working with the doctor from Broward Health to set up a testing site in the City.

George Floyd Video Footage – Commissioner Preston said we are all God's children, regardless of race/ethnicity and a little over a week ago the world witnessed the video footage of George Floyd asking a police officer to let him breathe. His plea for breath and life were ignored and when Mr. Floyd stopped breathing, for a brief second, humanity, compassion and hope stopped breathing also. Everyone looked on in horror and disbelief and asked why. In real time, this single incident and reprehensible act of one (1) human being against another while three (3) others stood complicit would spark a movement that would awaken the moral consciousness of the Country. Perversity provoked diversity; the protests around the Country subsequent to Mr. Floyd's death brought all ethnic groups together, holding hands, signs and the heartbeat of hope reviving the inspiration of humanity and giving compassion a meaning. Commissioner Preston commented on how peaceful protests turned into looting, burning, and rioting without consideration or respect for the rule of law as if it were okay to break the law because one (1) bad act deserved another.

Deerfield Beach Community Day - Continuing, Commissioner Preston said because of Mr. Floyd's death, there has been a global protest, USA, Berlin, New Zealand and Brazil, just to name a few. All have the same message, we are all God's children, saying no to injustice and yes to tolerance of brothers and sisters. There are more people globally that are good than those who are bad. The good on the earth have already won the war on hate whenever the ugly head of racism rises, it will be swiftly put down by the good of society. It must be asked what the City has learned and how do we make our City better. Commissioner Preston asked his colleagues to work together and promote harmony and be the standard bearer in unification and togetherness. He asked that the Commission work together to hold a Deerfield Beach Community Day to be held annually; the purpose, to promote diversity, brotherhood and sisterhood. To allow children to play and get to know each other and bring the City together. He recommended that it be held in each district so everyone comes together.

Vice Mayor Parness said he would work with Commissioner Preston on implementing a Community Day.

VICE MAYOR PARNESS**DISTRICT 3**

Safeguards – Vice Mayor Parness said he receives many e-mails from his residents and calls each one to understand their concerns. He tries to explain why certain steps are taken and how to make things better, but preserving one's life is of the utmost importance. While people are aggravated, they need a kind word and simple explanation, along with brotherly love so they understand the City is trying to save their lives. Vice Mayor Parness outlined various safeguards that should be followed; wearing masks, gloves when touching the gas pump, encouraging businesses to turn away people without masks to protect employees and other customers.

COMMISSIONER DROSKY**DISTRICT 4**

Saturday Office Hours – Commissioner Drosky said this Saturday, June 6th, he will have office hours via Zoom or phone from 10 a.m. till noon; appointments can be made with him directly or call City Hall to schedule.

Protesting & Free Speech – Commissioner Drosky said he believes that his colleagues know where each other align on this issue. Further, he said the right to protest is guaranteed by the first amendment to our Constitution as well as the right to free speech. When there is an injustice we have the right and duty to protest. There is a right and wrong way; therefore, he applauded Deerfield Beach residents for doing it the right way as they have taken the appropriate actions and protocol. He thanked them for their calmness in a turbulent and traumatic situation as Mr. Floyd's death.

Deerfield Beach Community Day – Commissioner Drosky said he supports Commissioner Preston in doing whatever possible to promote harmony in the City as a team.

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

Responses – Mayor Ganz thanked the Commission for their words. Additionally, he said the Commission supports Commissioner Preston and thanked him for the insight in dealing with life in general and the situation in the community and country. He thanked Commissioner Preston for sharing his perspective as he does not have the same perspective and it is greatly appreciated.

Peaceful Protests – Mayor Ganz said Deerfield Beach residents want to speak out, and while there are outside characters destroying the peaceful protest, there is meaning behind the protesting. The man that everyone points to in leading peaceful protests, Dr. Martin Luther King, Jr. was murdered. Tommy Smith and John Carlos in the '68 Olympics put up their fists at the time; it was completely controversial and they were hated just like the NFL players who took a knee. It was silent protest for the same issue that happened with Mr. Floyd. If no action is taken or voices are not heard with peaceful protests, then the road is being paved toward an unpeaceful protest.

COVID-19 Testing Site – Mayor Ganz thanked Commissioner Preston for bringing the testing site to the City; Vice Mayor Parness worked diligently bringing one close to the City and both will have a huge impact on containing the virus.

County Directives – Mayor Ganz said the County typically blindsides the mayors with a new executive order. Last Sunday, when the curfew was implemented, the mayors did not have anything until 15 minutes before the effective time.

Broward County School Board – Mayor Ganz said the School Board has not provided any assistance in trying to do something for the graduates who will not receive the pomp and circumstance that is a normal part of the senior year. He commented on the last memory the students have with each other was gathering for Bryce Gowdy's funeral. The Superintendent and School Board remain silent and has placed the responsibility on the cities and school principals to do something for the graduates. He explained that Deerfield Beach High School serves many children outside the City just like Monarch High School, located in Coconut Creek. To place this on the City is completely wrong as the City should be an ancillary support and to put the onus on the principal is not right. Further, cities are not allowed to use School Board property to do anything which shows their level of commitment. Lastly, Mayor Ganz said he wishes the City could do more.

Price Gouging – Mayor Ganz said he has heard that some hardware stores are charging extraordinary prices and anyone with questions or concerns may call 1.866.966.7226 to report it.

Comprehensive Annual Financial Report (CAFR) – Mayor Ganz said he is glad there is more time to review the CAFR; whereas, it is good news for the City.

Reserves – Mayor Ganz said he does not believe the reserves should be the sole consideration for the shortfall, but spending should be analyzed. He commented on the steps taken in the past to increase the reserves, which if they weren't followed, there would not be any reserves to deal with the shortfall now.

ADJOURNMENT

There was no further business to discuss.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to adjourn the meeting at 9:55 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 – June 16, 2020

DEERFIELD BEACH – YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, June 16, 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 June 16, 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 June 16, 2020 regular 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 June 16, 2020.
 - i. Use the following link below to access the meeting via Zoom:
<https://us02web.zoom.us/j/86467409697?pwd=NTJoVFewU2hVSzFlcWs2MGkrcUJBQT09>
 - ii. The video camera display feature is disabled for public use
- b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.
Call-in Number: (301) 715-8592, Meeting ID: 864 6740 9697#, Participant ID: #
Password: 227102,

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 June 16, 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. 2020-343

Agenda Date: 6/16/2020

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2020-052: APPLICATION 14-PID-5G (HILLSBORO TECHNOLOGY CENTER BUILDINGS G & H)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The applicant, Hillsboro Technology Center, LLC is seeking approval to construct two (2) single-story industrial buildings totaling 296,915 square feet on approximately 17.86 acres in Hillsboro Technology Center (HTC) Planned Industrial District (PID).

The master plan and associated rezoning (Application No. 13-R-171) for the HTC PID was approved on May 20, 2014 through the adoption of Ordinance 2014/014. The land use plan amendment (LUPA #54A) was approved the year prior. Site plan applications have previously been submitted and approved for Buildings "C" and "D" (Application 14-PID-5C), Building "A" (Application 14-PID-5D), which includes an office and child care facility, and Buildings "E" and "F" (Application 14-PID-5F). Construction has been completed on all these buildings. The HTC property is also approved for a 101 room, 4 story hotel (Application 14-PID-5E), which is under construction. The proposed scope of work included in this application demonstrates the last phase of development in the master plan.

A traffic impact analysis was submitted during the initial review of the Land Use Plan Amendment for the master PID and the developer has coordinated the required improvements with the City and FDOT. Therefore, no additional analysis was required as part of this application.

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

The Community Appearance Board approved the proposed development plans on January 22, 2020.

The Planning & Zoning Board voted to recommend approval of the proposed development to the City Commission on February 6, 2020.

There were comments related to site lighting and the effect to residents in Boca Raton. The applicant

was required to address these concerns to staff's satisfaction before being scheduled for a City Commission meeting. These comments have been addressed by the applicant as follows:

1. Light poles along the northern side of the property have been reduced from 28.5' to 20' in height and provided with back light control.
2. Wall packs have been removed from the east side of buildings G and H and replaced with light poles on the east side of the parking lot. These poles will be 20' in height and provided with back light control.

Should the City Commission decide to approve the application, staff recommends the following condition of approval:

1. The Applicant shall replace any missing or in decline trees and shrubs for the entire site, in accordance with the previously approved HTC master plan or site plans approved for the individual buildings, including, but not limited to, landscape buffers and landscape islands, prior to issuance of a certificate of completion.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN APPLICATION FROM HILLSBORO TECHNOLOGY CENTER, LLC FOR CONSTRUCTION OF TWO INDUSTRIAL WAREHOUSE BUILDINGS TOTALING 296,915 SQUARE FEET ON THE APPROXIMATELY 17.86 ACRE PROPERTY LOCATED IN THE NORTH SECTION OF THE HILLSBORO TECHNOLOGY CENTER PID LOCATED AT 220 HILLSBORO TECHNOLOGY DRIVE (APPLICATION NO. 14-PID-5G); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 14-PID-5G (the “Site Plan Application”) has been submitted to the City by Hillsboro Technology Center, LLC (the “Applicant”) seeking site plan approval to construct two new industrial warehouse buildings totaling 296,915 square feet (collectively, the “Facilities”) on the north section of the property located at 220 Hillsboro Technology Drive, Deerfield Beach, FL; and

WHEREAS, the site for the Facilities is an approximately 17.86 acre site, which is the north section of a 74.42 acre parcel, legally described as A PORTION OF PARCEL A, HILLSBORO TECHNOLOGY CENTER, as more particularly described in the file, and located at 220 Hillsboro Technology Drive, Deerfield Beach, Florida in the Hillsboro Technology Center Planned Industrial District (the “Property”); and

WHEREAS, the Master Plan and associated Rezoning (Application No. 13-R-171) for the Hillsboro Technology Center PID were approved by the City Commission on May 20, 2014 through the adoption of Ordinance 2014/014; and

WHEREAS, site plan applications have previously been submitted and approved and construction has been completed for Buildings “C” and “D” (Application 14-PID-5C), Building “A” (Application 14-PID-5D), which includes an office and child care facility, and Buildings “E” and “F” (Application 14-PID-5F) within the Hillsboro Technology Center PID; and

WHEREAS, the proposed scope of work included in the Site Plan Application, which includes construction of two new industrial warehouse buildings (Buildings “G” and “H”), reflects the last phase of development in the approved Master Plan; and

WHEREAS, the Community Appearance Board voted to approve the proposed development plans on January 22, 2020, and the Site Plan Application was reviewed and recommended for approval by the Planning and Zoning Board on February 6, 2020; and

WHEREAS, based upon the evidence in the record and presented at the hearing before the City Commission, the City Commission finds that all applicable Land Development Code requirements have been met, the Site Plan Application is consistent with the City’s Comprehensive Plan and approval of the Site Plan Application is in the best interests of the City.

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

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

Section 2. The Site Plan Application is hereby approved, subject to all requirements set forth in the DRC report, as amended and dated March 16, 2020, together with the following condition, all of which shall be deemed conditions of this approval and shall be satisfied:

- Prior to issuance of a certificate of completion for the Facilities, the Applicant shall replace any missing or in decline trees and shrubs for the entire 74.42 acre parcel in accordance with the previously approved HTC master plan and site plans approved for the individual buildings, including, but not limited to, landscape buffers and landscape islands.

Section 3. All resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN APPLICATION FROM HILLSBORO TECHNOLOGY CENTER, LLC FOR CONSTRUCTION OF TWO INDUSTRIAL WAREHOUSE BUILDINGS TOTALING 296,915 SQUARE FEET ON THE APPROXIMATELY 17.86 ACRE PROPERTY LOCATED IN THE NORTH SECTION OF THE HILLSBORO TECHNOLOGY CENTER PID LOCATED AT 220 HILLSBORO TECHNOLOGY DRIVE (APPLICATION NO. 14-PID-5G); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 14-PID-5G (the “Site Plan Application”) has been submitted to the City by Hillsboro Technology Center, LLC (the “Applicant”) seeking site plan approval to construct two new industrial warehouse buildings totaling 296,915 square feet (collectively, the “Facilities”) on the north section of the property located at 220 Hillsboro Technology Drive, Deerfield Beach, FL; and

WHEREAS, the site for the Facilities is an approximately 17.86 acre site, which is the north section of a 74.42 acre parcel, legally described as A PORTION OF PARCEL A, HILLSBORO TECHNOLOGY CENTER, as more particularly described in the file, and located at 220 Hillsboro Technology Drive, Deerfield Beach, Florida in the Hillsboro Technology Center Planned Industrial District (the “Property”); and

WHEREAS, the City Commission has reviewed the Site Plan Application for the proposed Facilities, and has determined that the Applicant has not satisfied the requirements as set forth in Section _____ of the City of Deerfield Beach Land Development Code.

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 finds that the Site Plan Application does not meet the requirements of the City of Deerfield Beach Land Development Code and is therefore denied.

Section 3. All resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



PUBLIC HEARING NOTICE

June 5, 2020

Dear Property Owner:

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

P.H. 2020-052: APPLICATION NO. 14-PID-5G

Applicant: **HILLSBORO TECHNOLOGY CENTER, LLC, REPRESENTED BY MALCOM BUTTERS**

Proposal: Major site plan application seeking approval to construct two (2) single-story industrial buildings totaling 296,915 square feet on approximately 17.86 acres in the Hillsboro Technology Center PID.

Location: The property is part of a 74.72-acre parcel, described as a portion of parcel A, Hillsboro Technology Center, more particularly described in the file, and located at **220 Hillsboro Technology Drive.**

A public hearing will be held on **TUESDAY, JUNE 16, 2020 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

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

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

Samantha Gillyard, CMC, City Clerk



DEVELOPMENT PLAN APPLICATION

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

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

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

- | | |
|---|--|
| ☒ Site Plan (See Attachment A) | ☐ Site Plan Modification (Major/Minor) (See Attachment A) |
| ☒ Community Appearance Board (See Attachment B) | ☐ Plat or Plat Note Amendment (See Attachment F) |
| ☐ Variance (See Attachment C) | ☐ Conditional Use (See Attachment G) |
| ☐ Technical Deviation (See Attachment D) | ☐ ROW Vacation/Abandonment (See Attachment H) |
| ☐ Rezoning (See Attachment E) | ☐ Easement Vacation/Abandonment (See Attachment H) |
| ☐ Sign Variance (See Attachment I) | |

Project Name: Hillsboro Technology Center - BUILDINGS G & H

Property Owner: Hillsboro Technology Center LLC

Applicant (if different from Owner): _____

Agent (if different from Owner/Applicant): _____

Address of Property: 600-650 Hillsboro Technology Drive

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

Description of Project: (2) NEW INDUSTRIAL WAREHOUSES TOTALING SQ.FT.

New Development (Y/N)	<u>Y</u>	Modification to Existing Development (Y/N)	<u>Y</u>
Zoning District (existing):	<u>PID</u>	Zoning District (proposed):	<u>N/A</u>
Existing Use:	<u>LAND</u>	Proposed Use:	<u>INDUSTRIAL</u>
Lot Area:	<u>17.87 ACRES</u>	Number of Dwelling Units (proposed):	<u>N/A</u>
Sq. Ft. of Structure (existing):	<u>N/A</u>	Sq. Ft. of Structure (proposed):	<u>296,915</u>

Agent Signature*: _____

Owner Signature*: _____

Name Printed: _____

Name Printed: Malcolm BUTTERS

Address: _____

Address: 6820 Lyons Tech Cir #100

Telephone: _____

Telephone: Coconut Creek, FL 33073

Email: _____

Email: 954.312.2400 MSBUTTERS@BUTTERS.com

* An authorization letter must be provided by the owner if an agent is providing representation.

** If ownership cannot be verified through county tax data, a copy of the recorded warranty deed, a copy of a valid purchase contract, or a signed/notarized letter from the owner of record must be submitted.





DEVELOPMENT PERMIT APPLICATION DISCLOSURE AFFIDAVIT

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

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

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

- A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.
- B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

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

NONE

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

NO

PLANNING & DEVELOPMENT SERVICES
150 NE 2 Avenue, Deerfield Beach, Florida 33441
954.480.4206 web.planning@deerfield-beach.com

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

NA

City of Deerfield Beach

JAN 22 2020

Received
Planning & Dev. Svcs.

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

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

I, Jaime Mayo, have received a copy of the ordinance and understand the ordinance requirements.
Applicant

[Signature]
Signature

2020-01-20
Date

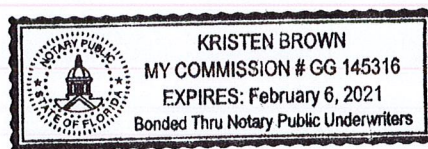
Sworn to and subscribed before me this 21 day of January, 20 20.

By: Jaime Mayo

Produced as ID:

personally known

Kristen Brown
Notary Public, State of Florida



PLANNING & DEVELOPMENT SERVICES
150 NE 2 Avenue, Deerfield Beach, Florida 33441
954.480.4206 web.planning@deerfield-beach.com



DISCLOSURE AFFIDAVIT

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

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

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

- A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.
- B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

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

BEN PRESTON \$500 1/2015, \$1,000 11/2015, \$500 2/17/2019
BERNIE PARNES 500 1/2016, \$500 2/2017

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



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

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

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

I, Malcolm BUTTERS, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

Date 11.12.19

Sworn to and subscribed before me this 12 day of November, 20 19.

By: Malcolm Butters

Produced as ID:

[Signature]
Notary Public, State of Florida



HILLSBORO TECHNOLOGY CENTER

SPECULATIVE INDUSTRIAL/WAREHOUSE BUILDING 'G' & 'H'

600 Hillsboro Technology Drive (Bldg G) & 650 Hillsboro TECHNOLOGY DRIVE, Deerfield Beach, FL 33441

FOLIO NUMBER: 474236200010

A-0.0 COVER SHEET
SURVEY:
1 OVERALL SURVEY (1"=60')

ARCHITECTURAL:

A-0.1 MASTER SITE PLAN (1"=100')
A-0.1.6 SITE PLAN (1"=40')
A-0.2 PHOTOMETRIC SITE PLAN
A-0.3 SITE DETAILS

BUILDING 'G'

A-1.0 PARTIAL FLOOR PLAN - WEST
A-1.1 PARTIAL FLOOR PLAN - EAST
A-4.0 EAST & NORTH BUILDING ELEVATIONS
A-4.1 WEST & SOUTH BUILDING ELEVATIONS
A-4.2 CORNER ENTRY PARTIAL PLAN & ELEVATION DETAIL
A-4.3 SECONDARY ENTRY PARTIAL PLAN & ELEV. DETAIL
A-4.4 WEST & SOUTH BUILDING ELEVATIONS - COLOR
A-4.5 EAST & NORTH BUILDING ELEVATIONS - COLOR
A-5.0 BLD. SECTION & ROOFTOP SCREENING DIAGRAM

BUILDING 'H'

A-1.0 PARTIAL FLOOR PLAN - WEST
A-1.1 PARTIAL FLOOR PLAN - EAST
A-4.0 EAST & NORTH BUILDING ELEVATIONS
A-4.1 WEST & SOUTH BUILDING ELEVATIONS
A-4.2 CORNER ENTRY PARTIAL PLAN & ELEVATION DETAIL
A-4.3 SECONDARY ENTRY PARTIAL PLAN & ELEV. DETAIL
A-4.4 EAST & NORTH BUILDING ELEVATIONS - COLOR
A-4.5 WEST & SOUTH BUILDING ELEVATIONS - COLOR
A-5.0 BLD. SECTION & ROOFTOP SCREENING DIAGRAM

LANDSCAPING:

LP1 OVERALL LANDSCAPE PLAN
LP2 PARTIAL LANDSCAPE PLAN
LP3 PARTIAL LANDSCAPE PLAN
LP4 PARTIAL LANDSCAPE PLAN
LP5 PARTIAL LANDSCAPE PLAN
LP6 LANDSCAPE DETAILS & CALCULATIONS
IR1 OVERALL IRRIGATION PLAN G & H
IR2 PARTIAL LANDSCAPE PLAN - BLD. G
IR3 PARTIAL LANDSCAPE PLAN - BLD. G
IR4 PARTIAL LANDSCAPE PLAN - BLD. H
IR5 PARTIAL LANDSCAPE PLAN - BLD. H
IR6 IRRIGATION DETAILS & NOTES

SITE STATS

OVERALL PLAT AREA: 3,241,773 Sf or 74.42 acres
BLDGS 'G' & 'H' LOT LIMITS AREA: 777,974 Sf or +/- 17.86 acres (Portion of Plat's Parcel 'A' - Net Buildable Land Area)
-includes 107,040 sf of existing Open Green Area & 55,542 sf of existing Lake Area along East side of Bldgs. (Refer to A0.1.6)

Gross Building Area (Bldgs G & H): 296,915 sf
Lot Coverage: 296,915 sf (38.17% of Lot Area)
(Floor Area Ratio): 0.3817
Pervious Landscape Open Area: 145,927 sf (18.75% of Lot Area)
Lake Area (East): 67,773 sf (8.71% of Lot Area)
Hillsboro Canal: 30,189 sf (3.88% of Lot Area)
Impervious Area (Conc/Asphalt) 237,170 sf (30.49% of Lot Area)

ZONING CLASSIFICATION: PID

OCCUPANCY CLASSIFICATION: F-1

TYPE OF CONSTRUCTION: III-B (FULLY SPRINKLERED)

MAX. ALLOWABLE BLDG. HT: 45'-0"

PROPOSED MAX BLDG HT: 42'-10" Max (at Bldg 'G' Entry Panel)
Bldg 'G' top of Flat Roof = 40'-10"

REQUIRED/PROVIDED BLDG SETBACKS

Building - G - Front: 25 ft / N/A (87'-0" Bldg Separation to Exist Bldg 'F' to the South)
Side (West) : 10 ft / 102'-9" Provided
Side (East): 100 ft (Adjacent to Resi) / 238'-2" Provided
Rear: 25 ft / 65'-8" (at NW corner of Bldg 'G')

Building - H - Front: 25 ft / N/A (185'-0" Bldg Separation to Exist Bldg 'G' to the South)
Side (West) : 10 ft / 62'-6" Provided
Side (East): 100 ft (Adjacent to Resi) / 240'-3" Provided
Rear/ Waterfront: 25 ft / 172'-6" Provided

PARKING STATS

Building - G - Gross Bldg Area : 144,167 sf
less Exterior Covered Entries: 1,624 sf
less Meter / Pump Rooms: 507 sf
Building - G- Net Bldg Area: 142,036 sf

Building - H - Gross Bldg Area : 152,747 sf
less Exterior Covered Entries: 1,511 sf
less Meter / Pump Rooms: 500 sf
Building - H- Net Bldg Area: 150,736 sf

Combined Net Bldg Area (G & H): 292,772 sf
*Manuf/Industrial & Commercial not open to public: 1/500 sf (1st 10K sf) 1/1,000 sf thereafter
*Total Parking Required: 303 Stalls (incl 8 HC) - Parking Provided: 218 Stalls
Additional Parking Provided: 98 Stalls (Excess from Bldg E-F phase, includes those along front (south) of Bldg G)

Total Parking Provided: 218 + 98 = 316 Stalls (incl 8 HC) Note: All other than HC are Standard

INTERIOR LANDSCAPE ISLAND STATS

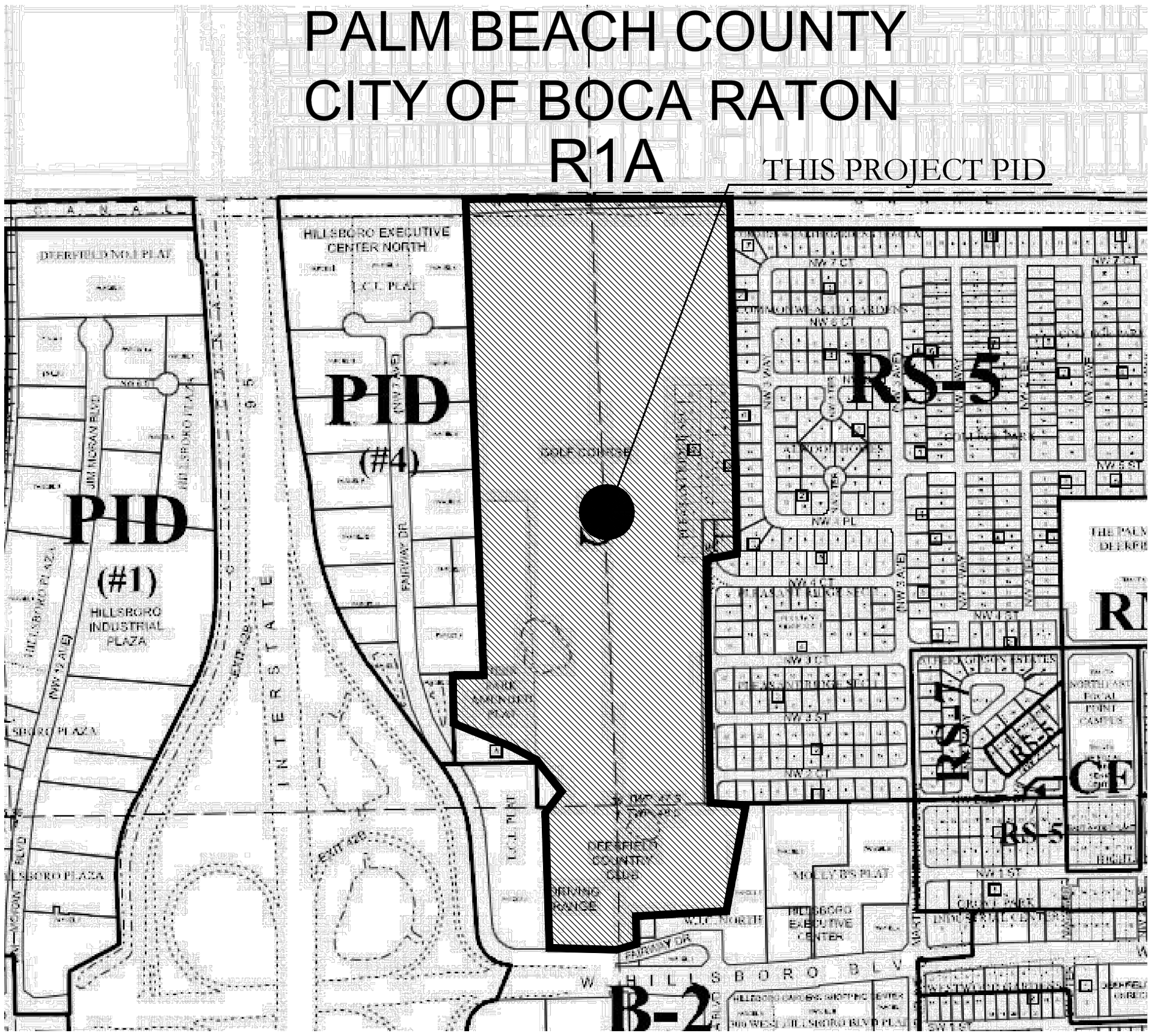
Total Parking Provided: 316 Stalls
Total Interior Landscape Islands Required: 15.85
Total Interior Landscape Islands Provided: 16

RADIO COMMUNICATIONS ENHANCEMENT

NOTE: Certificate of Occupancy shall not be issued until AHJ determines that the building is in compliance with section 118 (TWO WAY RADIO ENHANCEMENT SYSTEM) with Broward County Local Amendments to the Florida Fire Prevention Code, NFPA 1-Fire Code, Florida Edition 2012, NFPA 101-Life Safety Code, Florida Edition 2012.

PROJECT DESCRIPTION:

(2) New Speculative, Concrete Tilt-up Wall, Shell Structures totaling 296,915 sf, along with associated Site Improvements as depicted in the documents included herein.



VICINITY MAP

DEVELOPER:

BUTTERS CONSTRUCTION & DEVELOPMENT
6820 Lyons Technology Circle, Suite 100
Coconut Beach, FL 33073
Contact: Malcolm Butters
T 954-570-8111 E malcolm@butters.com

OWNER:

HILLSBORO TECHNOLOGY CENTER, LLC
400 Montgomery Street Suite 400
San Francisco, CA 94104
Contact: David Williams
T 415-398-1022 E dwilliams@bristolgroupinc.com

ARCHITECT:

HNM ARCHITECTURE, LLC
3705 North Federal Highway
Delray Beach, FL 33435
Contact: Jaime O. Mayo
T 561-733-2225 E jmayo@hnm-architecture.com

CIVIL ENGINEER:

CAMERO & ASSOCIATES, INC.
7400 SW 50 th Terrace, Suite 204
Miami, Florida 33155
Contact: Jorge Camero
T 305-665-7602 E jorge@cameroengineers.com

LANDSCAPE ARCHITECTURE:

LYNN BENDER LANDSCAPE ARCHITECTURE
5610 Adair Way
Lake Worth, FL 33467
Contact: Lynn Bender
T 561-644-3237 E lbenderlarch@gmail.com

MECH, ELECT., & PLUMB ENG.:

KAMM CONSULTING, INC
1407 W. Newport Center Drive
Deerfield Beach, FL 33442
Contact: Art Kamm
T 954-949-2200 E art@kammconsulting.com

STRUCTURAL ENGINEERS:

CENTER FOR INNOVATIVE STRUCTURES
5706 South MacDill Avenue
Tampa, FL 33611
Contact: Dennis Zabala
T 813-835-5311 E dennis.zabala@innovative-structures.net

HILLSBORO TECHNOLOGY CENTER

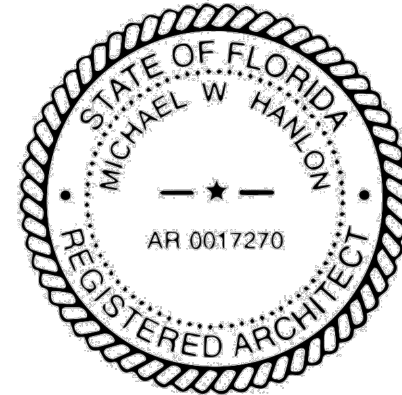
INDUSTRIAL BUILDING 'G' & 'H'

600 & 650 Hillsboro Technology Drive
in The City of Deerfield Beach, Florida, 33441

2020-02-04	P&Z COMMENTS-1
2020-01-21	DRC COMMENTS-2
2019-12-12	DRC COMMENTS-1
NO	DATE REVISION

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CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND FIELD CONDITIONS AND NOTIFY ARCHITECT/ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.



MICHAEL W. HANLON
FLORIDA REGISTERED ARCHITECT - REG. NUMBER: AR0017270
ELECTRONIC SIGNATURE SERIAL NUMBER:

HNM PROJECT NUMBER: 18-033	
ISSUED DATE: 2018-12-04	
SCALE: -	

TITLE:
COVER SHEET

DRAWING NUMBER:

A-0.0

DRAWING INDEX

PROJECT STATS & NOTES

PROJECT TEAM

MAP OF BOUNDARY SURVEY
FOR BUTTERS CONSTRUCTION & DEVELOPMENT

DESCRIPTION:
A PORTION OF PARCEL A, HILLSBORO TECHNOLOGY CENTER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 181, PAGES 126 TO 131 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL A;
THENCE SOUTH 01°11'19" WEST, ALONG THE EAST LINE OF SAID PARCEL A, A DISTANCE OF 739.00 FEET;
THENCE NORTH 88°48'41" WEST, A DISTANCE OF 1,094.39 FEET;
THENCE NORTH 00°00'17" EAST, A DISTANCE OF 289.43 FEET;
THENCE SOUTH 88°38'40" EAST, A DISTANCE OF 95.08 FEET;
THENCE NORTH 01°11'19" EAST, A DISTANCE OF 463.56 FEET TO THE NORTH LINE OF THE AFORESAID PARCEL A;
THENCE SOUTH 86°33'26" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 83.29 FEET;
THENCE SOUTH 88°42'16" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 610.90 FEET;
THENCE SOUTH 87°06'39" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 311.29 FEET TO THE POINT OF BEGINNING.
SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA

- LEGEND:
- | | | | |
|-----------|--------------------------------|------------|---|
| A/C ASPH. | AIR CONDITIONING ASPHALT | NID. | NAIL IN DISC |
| APPROX. | APPROXIMATE | O.H.W. | OVERHEAD WIRE |
| B.M. | BENCHMARK | ORB. | OFFICIAL RECORD BOOK |
| BOL. | BOLLARD | O/S | OFFSET |
| BBO. | BARBECUE | P.O.B. | POINT OF BEGINNING |
| BFP | BACKFLOW PREVENTER | P.O.C. | POINT OF COMMENCEMENT |
| BOW | BACK OF WALK | P.O.T. | POINT OF TERMINATION |
| B.C.R. | BROWARD COUNTY RECORDS | P.B. | PLATBOOK |
| | | P.C. | POINT OF CURVATURE |
| | | P.I. | POINT OF INTERSECTION |
| | | (P) | PLAT |
| | | P.V.M.T. | PAVEMENT |
| C.L.P. | CONCRETE LIGHT POLE | P.G. | PAGE |
| CNC. | CONCRETE | P.A. | POLE ANCHOR |
| C&G | CURB AND GUTTER | PLTR. | PLANTER |
| CATV | CABLE TELEVISION | PROP. | PROPOSED |
| C.B. | CATCH BASIN | PVC | POLYVINYL CHLORIDE |
| C.L.F. | CHAIN LINK FENCE | P.K. | PARKER KALON |
| (C) | CALCULATED | RET. | RETENTION |
| CVRD. | COVERED | R | RADIUS |
| COL. | COLUMN | (RAD) | RADIAL |
| CPP | CONCRETE POWER POLE | RES. | RESIDENCE |
| C.O. | CLEANOUT | REF. | REFERENCE |
| (C/T) | CALCULATED FROM FIELD TRAVERSE | R/W | RIGHT OF WAY |
| DESC. | DESCRIPTION | RNG. | RANGE |
| D | CENTRAL ANGLE | L&O | LUDOVICI & ORANGE |
| D.E. | DRAINAGE EASEMENT | Z.W. | ZERVELLE WHITTAKER |
| DIA. | DIAMETER | SEC. | SECTION |
| EL. | ELEVATION | SAN. | SANITARY |
| D.D.C.V. | DOUBLE DETECTOR CHECK VALVE | STA. | STATION |
| | TRANSFORMER | G.E. | GREENBELT EASEMENT |
| | ELECTRIC HANDHOLE | G.P.A. | GREENWAY PEDESTRIAN ACCESS |
| E.H.H. | EXISTING | G.L.B. | GREENWAY LANDSCAPE BUFFER EASEMENT |
| E.O.W. | EDGE OF WATER | S.B. | SOUTHERN BELL |
| E.O.P. | EDGE OF PAVEMENT | STV. | STORY |
| ESMT. | EASEMENT | SERV. | SERVICE |
| ELEC. | ELECTRIC | S.F. | SQUARE FEET |
| FIN. FL. | FINISHED FLOOR | (TYP) | TYPICAL |
| F.C. | FENCE CORNER | TAN. | TANGENT |
| F.H. | FIRE HYDRANT | T.O.B. | TOP OF BERM |
| FPL | FLORIDA POWER & LIGHT | U.E. | UTILITY EASEMENT |
| F.D.C. | FIRE DEPARTMENT CONNECTION | V.G. | VALLEY GUTTER |
| | | W.P.P. | WOOD POWER POLE |
| FND. | FOUND | W.L.P. | WOOD LIGHT POLE |
| GAR. | GARAGE | W.V. | WATER VALVE |
| G.T. | GREASE TRAP | W.M. | WATER METER |
| H.H. | HAND HOLE | W.S. | WATER SERVICE |
| HYD. | HYDRANT | Y.D. | YARD DRAIN |
| I.R. | IRON ROD | Y.D. | EXISTING ELEVATION |
| I.P. | IRON PIPE | 0.00 | CENTERLINE |
| IRRIG. | IRRIGATION | Q | QUANTITY |
| I.E. | INGRESS/EGRESS | Q | QUANTITY |
| I.G.V. | IN GROUND VAULT | Q | QUANTITY |
| I.D. | IDENTIFICATION | Q | QUANTITY |
| L | ARC LENGTH | D.H. | DRILL HOLE |
| L.P. | LIGHT POLE | T.H.H. | TRAFFIC HAND HOLE |
| LQP. | LIQUID PROPANE | Q | OVERHEAD WIRES |
| MON. | MONUMENT | Q | PARKING SPACE COUNT |
| (M) | MEASURED | Q | PARKING SPACE COUNT |
| M.H. | MANHOLE | FMI | FIRE MAIN INDICATOR |
| M.B. | METAL BOLLARD | A.S. | AUTO SPRINKLER |
| M.W. | MONITORING WELL | S.F.W.M.D. | SOUTH FLORIDA WATER MANAGEMENT DISTRICT |
| M.R.F. | METAL RAIL FENCE | | |
| (N.R.) | NON-RADIAL | | |

- SURVEY NOTES:
- ALL PROPERTY CORNERS ARE SET IRON ROD & CAP #3240 UNLESS NOTED OTHERWISE.
 - BELOW GROUND IMPROVEMENTS AND/OR ENCROACHMENTS, IF ANY, WERE NEITHER INVESTIGATED NOR LOCATED UNLESS SPECIFICALLY NOTED.
 - THIS SURVEY IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE CERTIFYING SURVEYOR.
 - BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF HILLSBORO TECHNOLOGY CENTER (PB. 181, PGS. 126-131 B.C.R.)
 - BENCHMARK OF ORIGIN: BROWARD COUNTY ENGINEERING BENCHMARK #2989 (ELEV.=12.509 NGVD1929) OR (ELEV.=10.941 NAVD1988) BASED ON THE VERTCON CONVERSION OF -1.568'
 - TREES ON THE SUBJECT PROPERTY WERE NOT LOCATED.
 - EASEMENTS SHOWN HEREON ARE PER THE PLAT HILLSBORO TECHNOLOGY CENTER (PB. 181, PGS. 126-131 B.C.R.) UNLESS NOTED OTHERWISE.
 - ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.
 - UTILITY LOCATIONS SHOWN HEREON ARE LIMITED TO SURFACE IMPROVEMENTS ONLY.
 - THE UNDERSIGNED AND PAUL E. BREWER & ASSOCIATES ARE NOT AWARE OF ANY WETLAND DELINEATION AFFECTING THE SUBJECT PROPERTY.
 - DESCRIPTION SHOWN HEREON WAS PREPARED BY PAUL E. BREWER & ASSOCIATES.
 - DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE.
 - THE SUBJECT PROPERTY CONTAINS A NET AREA OF 777,974.5 SQUARE FEET OR 17.8598 ACRES, THE ADJACENT DRIVEWAY PARCEL IS PRIVATE, THEREFORE THE GROSS AREA DOES NOT APPLY.

CERTIFICATION:
I HEREBY CERTIFY THAT THE ABOVE MAP OF BOUNDARY SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND CONFORMS WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYS ADOPTED BY THE FLORIDA STATE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 53-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AS AMENDED.
DATED: 11/14/18
PAUL E. BREWER
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 3240

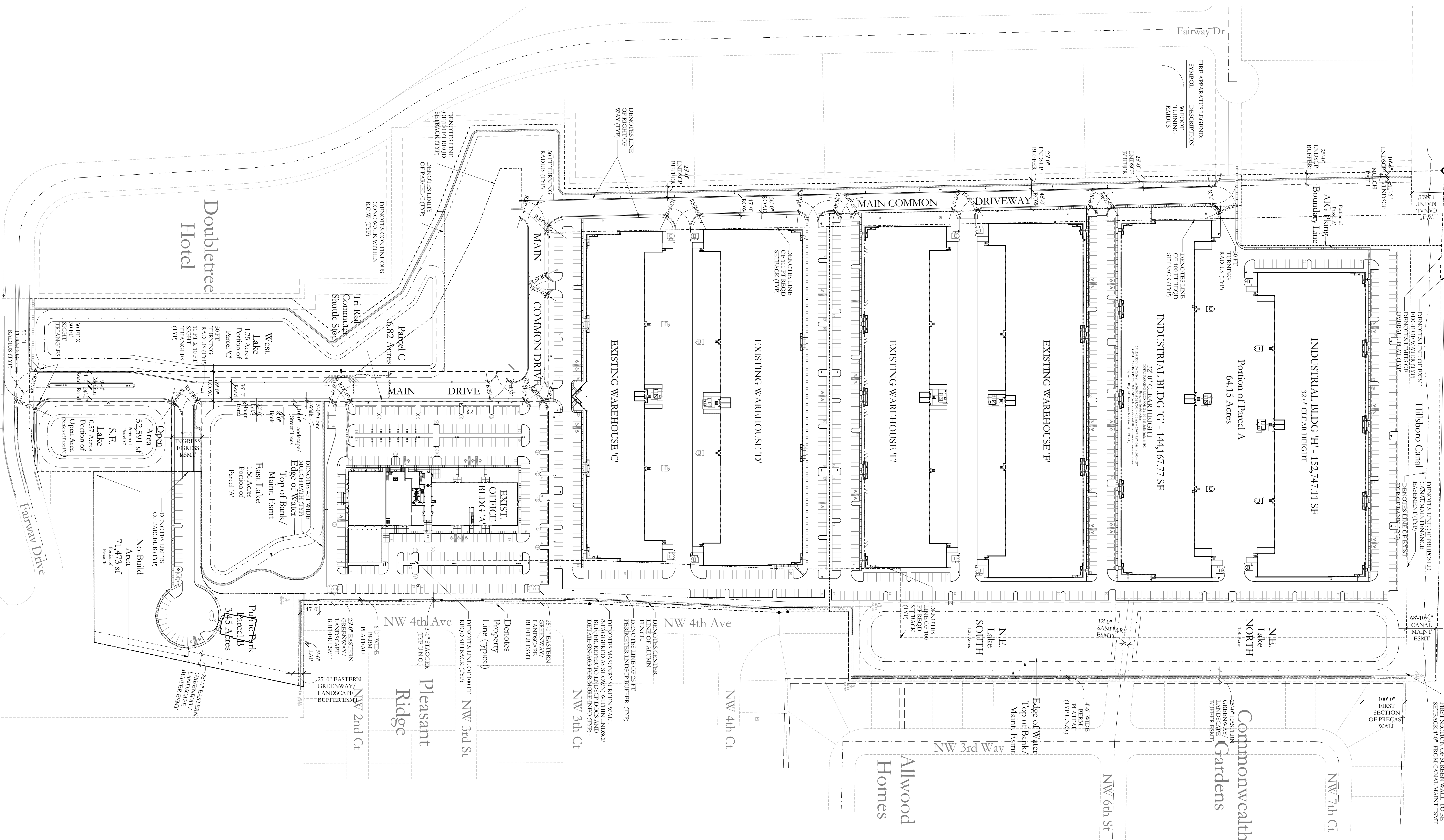
A PORTION OF PARCEL A
HILLSBORO TECHNOLOGY CENTER
(PB. 181, PGS. 126-131 B.C.R.)

NOTE: ALL EASEMENTS AND RIGHTS OF WAY OF RECORD, RECORDED AND VISIBLE AFFECTING THE HEREON DESCRIBED PROPERTY ARE SHOWN PER THE PLAT OF HILLSBORO TECHNOLOGY CENTER (PB. 181, PAGES 126 TO 131 B.C.R.) AND SCHEDULE B-II OF FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT FILE NO. 1062-4439385, ISSUING OFFICE FILE NUMBER: 42028.0000. COMMITMENT DATE: AUGUST 08, 2019

SCALE:	1" = 60'	REVISIONS	DATE	BY	CKD	FB/PG
FB/PG:	ELECTRONIC & FILE					
DRAWN BY:	W.D.K.					
CKD BY:	AFF					
JOB NO:	15-32-G-H	ADDRESS COMMENTS, INCLUDING REVIEW OF NEWER TITLE COMMITMENT	12/11/19	AFF	W.D.K.	N/A

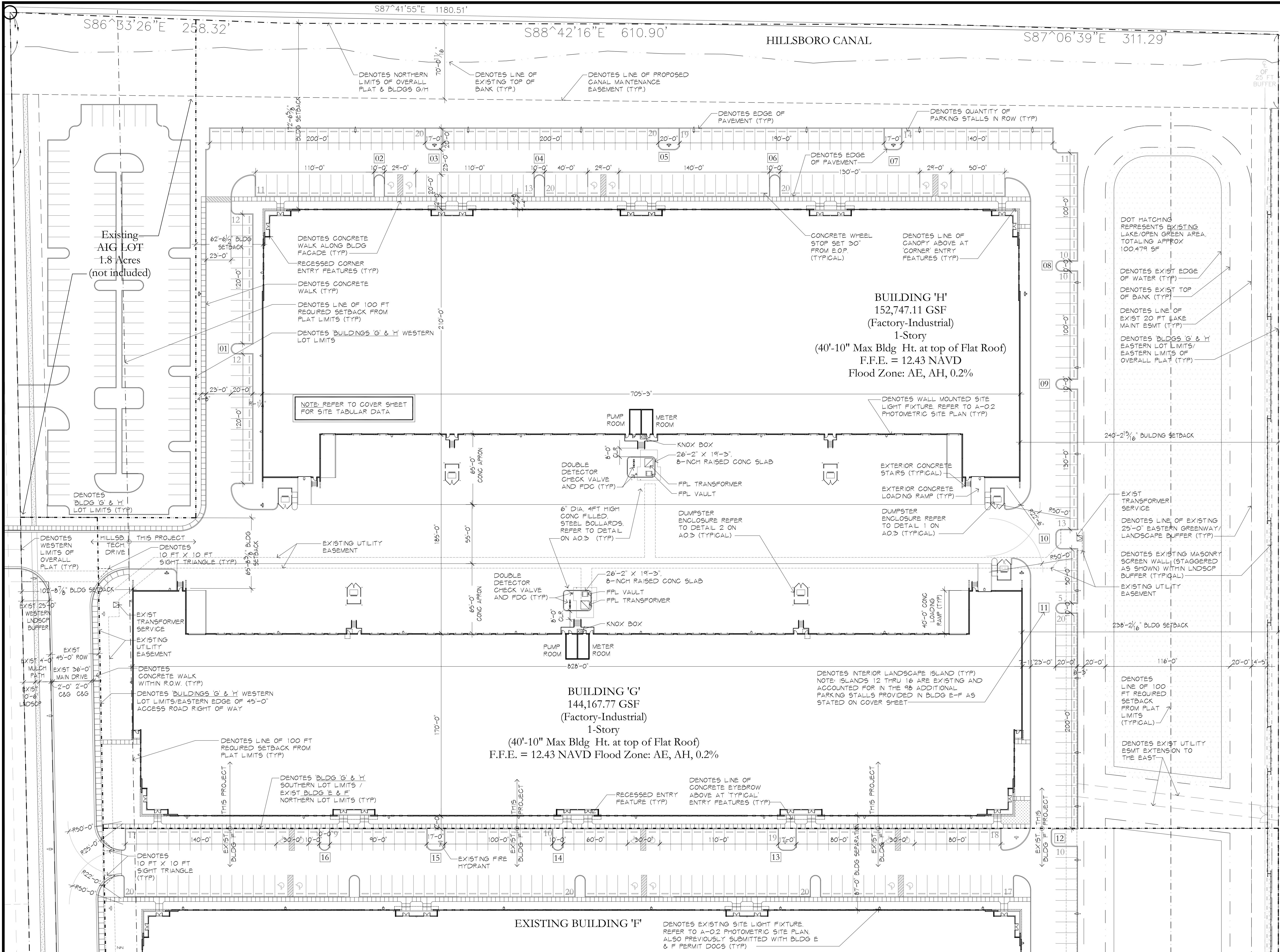
HILLSBORO TECHNOLOGY CENTER

INDUSTRIAL PARK

[illegible]MASTER
SITE PLAN

DRAWING NO.

A.0.1



1 SITE PLAN

REQUIRED/PROVIDED BLDG SETBACKS
BLDG G: Front: 25 ft / N/A (87'-0" Bldg Separation to Exist Bldg 'F')
Side (West): 10 ft / 102'-9" Provided
Side (East): 100 ft (Adjacent to Res) / 238'-2" Provided
Rear: 25 ft / 65'-8" (at NW corner of Bldg 'G')
BLDG H: Front: 25 ft / N/A (185'-0" Bldg Separation to Bldg 'G')
Side (West): 100 ft / 102'-6" Provided
Side (East): 100 ft (Adjacent to Res) / 240'-3" Provided
Rear/Waterfront: 25 ft / 172'-6" Provided

PARKING STATS
Total Parking Required: 303 Stalls (incl 8 HC)
Parking Provided: 218 Stalls
Additional Parking Provided: 98 Stalls (Excess from Bldg E-F phase)
Total Parking Provided: 218 + 98 = 316 Stalls (incl 8 HC)
Note: All other than HC are Standard

SITE STATS G & H
SITE DATA
OVERALL PLAT AREA:
BLDG'S 'G' & 'H' LOT LIMITS AREA:
Gross Building Area (Bldgs G & H):
Lot Coverage:
Pervious Landscape Open Area:
Lake Area (East):
Hillsboro Canal:
Impervious Area (Conc/Asphalt):
EXIST/PROPOSED LAND USE:
PROPOSED MAX BLDG HT:

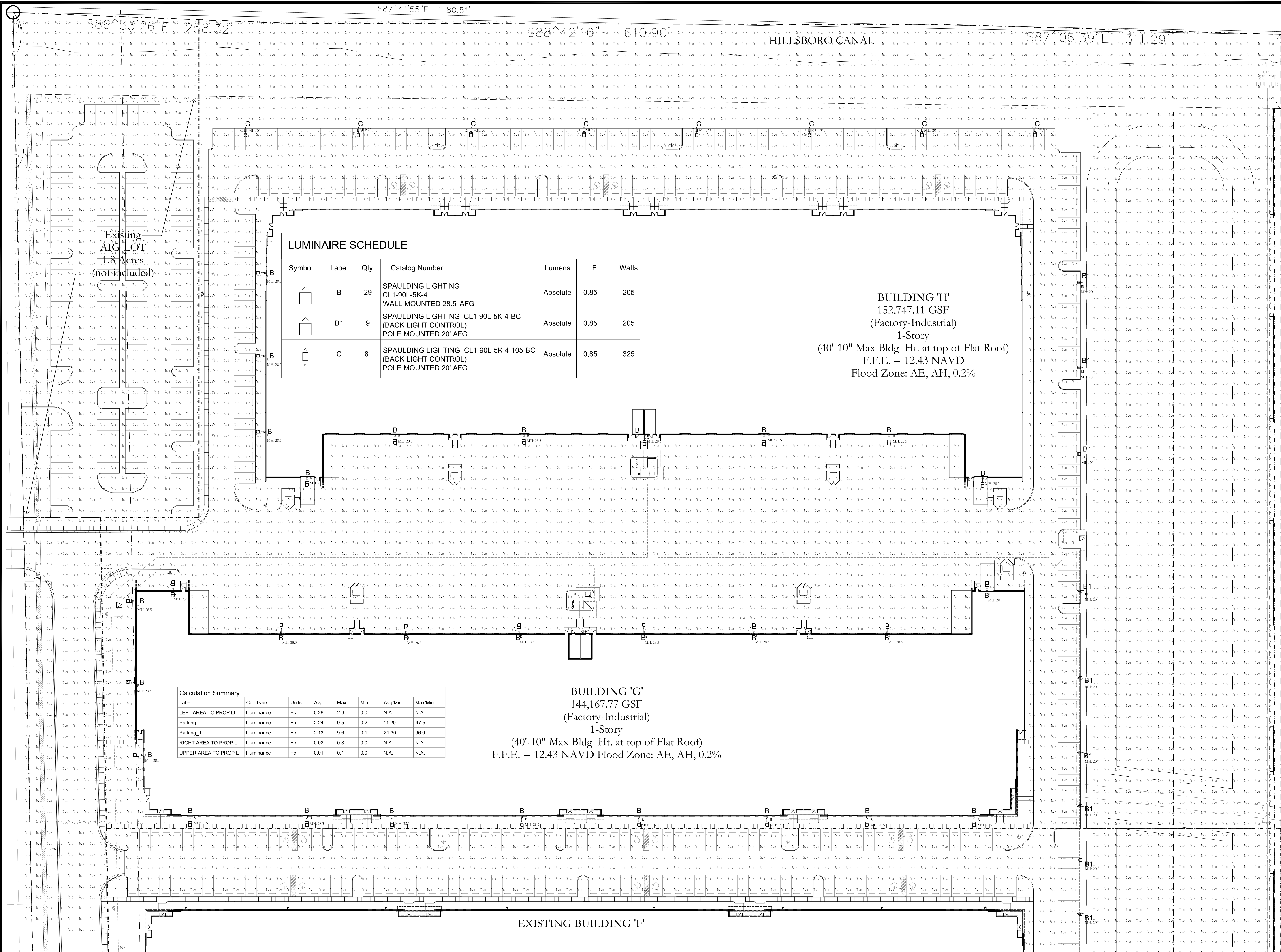
3,241,773 Sq Ft or 74.42 acres
777,974 Sq Ft or +/- 17.86 acres
296,915 sq ft
0.3817
145,927 sq ft (18.75% of Lot Area)
67,773 sq ft (8.71% of Lot Area)
30,189 sq ft (3.88% of Lot Area)
237,170 sq ft (30.49% of Lot Area)
PID
43'-8" Max (at Bldg 'H' Entry Panel)
Bldg 'H' top of Flat Roof = 40'-10"
Bldg 'G' top of Flat Roof = 40'-10"

2020-02-28	P&Z COMMENTS-2
2020-02-04	P&Z COMMENTS-1
2020-01-21	DRC COMMENTS-1
2019-12-12	DRC COMMENTS-1
NO.	DATE
REVISION	
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CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND FIELD CONDITIONS AND NOTIFY ARCHITECT/ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.	

HNM
ARCHITECTURE
3705 North Federal Highway • Delray Beach, Florida 33483 • T. 561.733.2225
info@hnm-architecture.com • AIA26000726 • www.hnm-architecture.com

MICHAEL W. HANLON
FL REGISTERED ARCHITECT
REGISTRATION NO. AB0017270

ISSUED DATE:	2018-12-04	DRAWN BY:	JOM
DATE PRINTED:	2020-3-04	CHECKED BY:	JOM
SCALE:	1" = 40'-0"	HNM PROJECT NO.:	
TITLE:	PARTIAL SITE PLAN WAREHOUSE BUILDINGS 'G' & 'H'		
DRAWING NO.:	A0.1.6		



HILLSBORO TECHNOLOGY CENTER

INDUSTRIAL BUILDING 'G' & 'H'

600 & 650 Hillsboro Technology Drive
in The City of Deerfield Beach, 33441

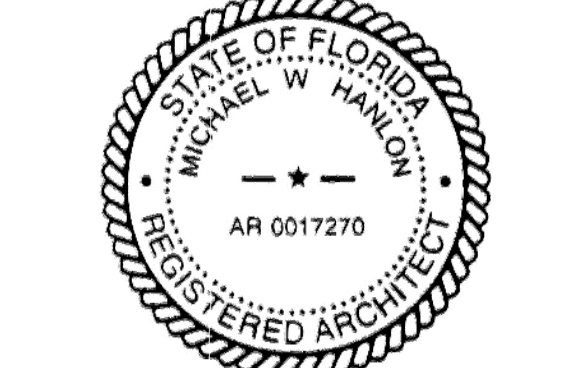
2020-02-28	P&Z COMMENTS-2
2020-02-04	P&Z COMMENTS-1
2020-01-21	DRC COMMENTS-2
NO.	DATE
	REVISION

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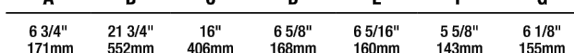
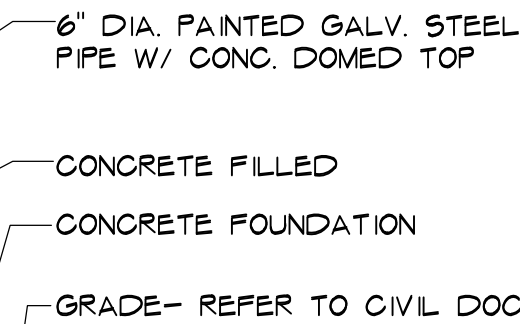
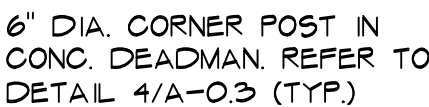
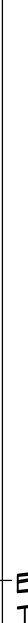
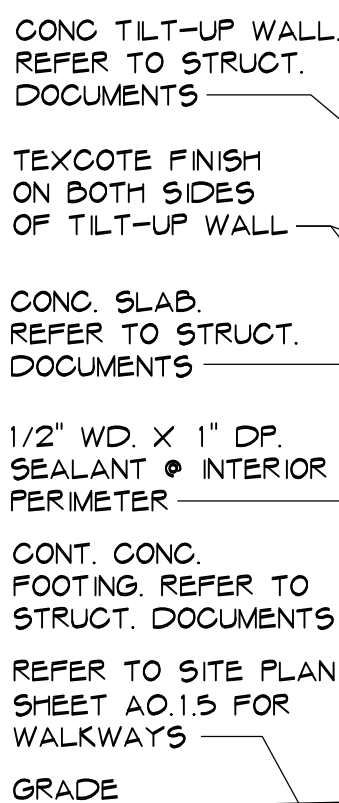
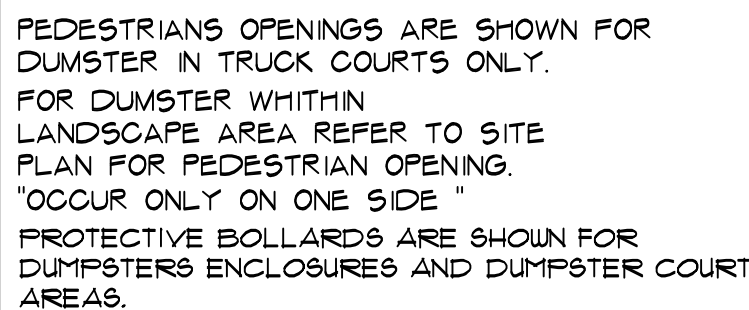


MICHAEL W. HANLON
FLORIDA REGISTERED ARCHITECT - REG. NUMBER: AB0017270
ELECTRONIC SIGNATURE SERIAL NUMBER:

HNM PROJECT NUMBER:	18-033	JOM
ISSUED DATE:	2020-02-28	JOM
SCALE:	1" = 40'-0"	

TITLE:
PHOTOMETRIC
SITE PLAN
BUILDINGS 'G' & 'H'

DRAWING NUMBER:
A0.2

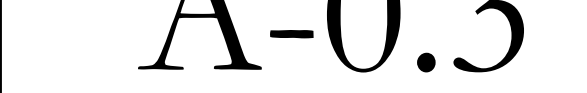


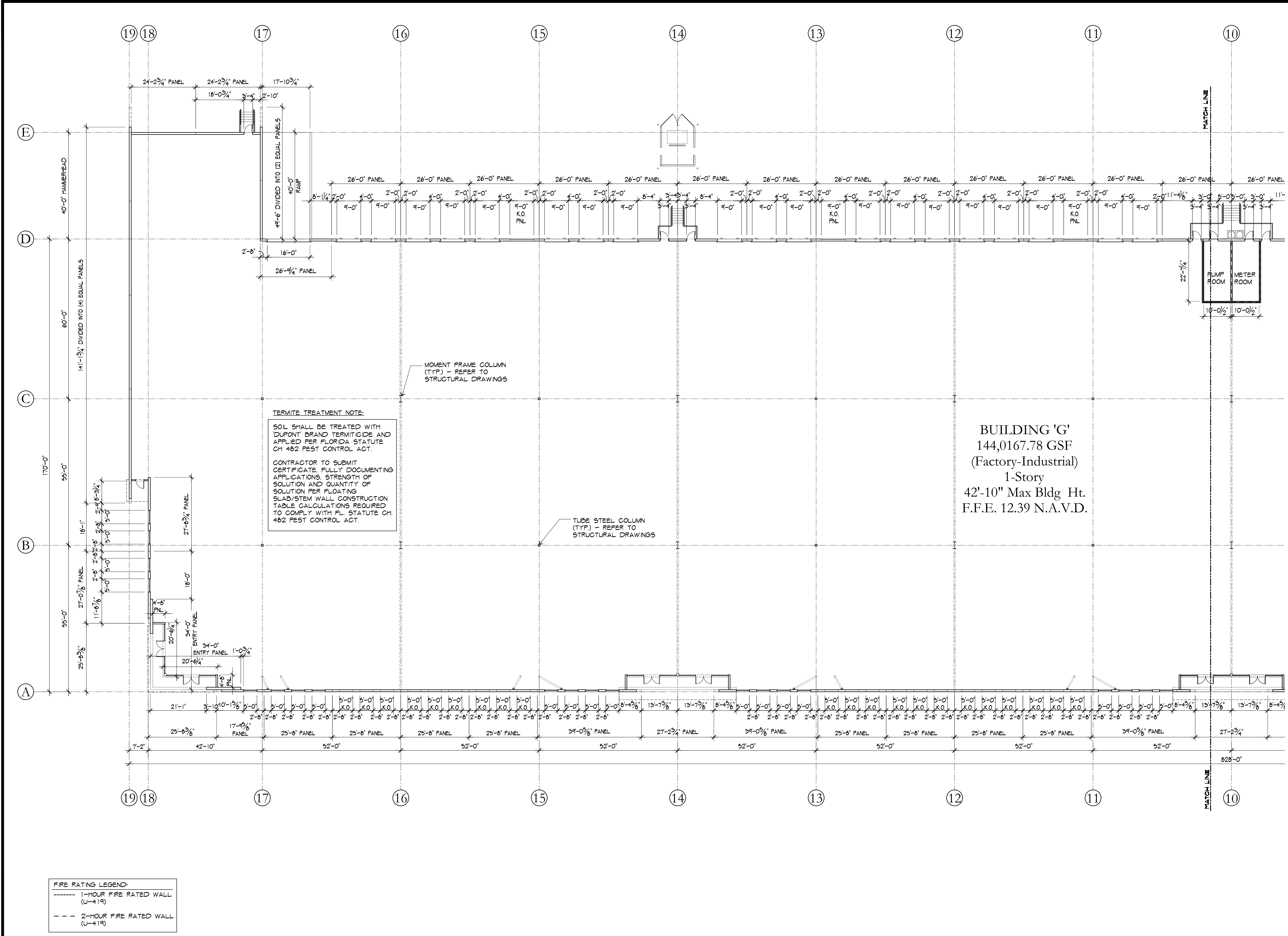
CLASS	NO. OF LEADS	VOLTAGE	CTC	DRIVE CURRENT	OPTIONS
D1S	Linear LED	90V, 50 to high voltage LED	3000 1150V	Low leak to 700mA (different)	BOC (optional) Circuitry driving LED
D1S	Linear LED	90V, 50 to high voltage LED	3000 1150V	650 350mA LED	CMC (optional) Circuitry driving LED
MOUNTING					
A	Any metal construction (PCB, straight rigid or bent, 1.6mm or 1.8mm for configurations)	2.50V 2.70V 4.00V, 6.0V 10V, 60 Hz	AM AM AM	500 to 1000 μ A per LED RMS, 50 to 100 Hz "Turn Reverse" (auto pulsing)	RP3 3" Round pole cable RP4 4" Round pole cable RP5 5" Round pole cable RP6 6" Round pole cable
AD	Decoupled and shielded (PCB, straight rigid or bent, 1.6mm or 1.8mm for configurations)	2.50V 2.70V 4.00V, 6.0V 10V, 60 Hz	AM AM AM	500 to 1000 μ A per LED RMS, 50 to 100 Hz "Turn Reverse" (auto pulsing)	RP3 3" Round pole cable RP4 4" Round pole cable RP5 5" Round pole cable RP6 6" Round pole cable
MAF	Any metal for mounting to elevated 2.50" or more; any metal; inside of straight rigid	2.50V 2.70V 4.00V, 6.0V 10V, 60 Hz	AM AM AM	500 to 1000 μ A per LED RMS, 50 to 100 Hz "Turn Reverse" (auto pulsing)	RP3 3" Round pole cable RP4 4" Round pole cable RP5 5" Round pole cable RP6 6" Round pole cable
DISTRIBUTION					
2	Type II				
3	Type III				
4	Type IV				
5	Type V				
6	Type VI				
7	Type VII				
8	Type VIII				
9	Type IX				
10	Type X				
11	Type XI				
12	Type XII				
13	Type XIII				
14	Type XIV				
15	Type XV				
16	Type XVI				
17	Type XVII				
18	Type XVIII				
19	Type XIX				
20	Type XX				
21	Type XXI				
22	Type XXII				
23	Type XXIII				
24	Type XXIV				
25	Type XXV				
26	Type XXVI				
27	Type XXVII				
28	Type XXVIII				
29	Type XXIX				
30	Type XXX				
31	Type XXXI				
32	Type XXXII				
33	Type XXXIII				
34	Type XXXIV				
35	Type XXXV				
36	Type XXXVI				
37	Type XXXVII				
38	Type XXXVIII				
39	Type XXXIX				
40	Type XXXX				
41	Type XXXXI				
42	Type XXXXII				
43	Type XXXXIII				
44	Type XXXXIV				
45	Type XXXXV				
46	Type XXXXVI				
47	Type XXXXVII				
48	Type XXXXVIII				
49	Type XXXXIX				
50	Type XXXXX				
51	Type XXXXVI				
52	Type XXXXVII				
53	Type XXXXVIII				
54	Type XXXXIX				
55	Type XXXXX				
56	Type XXXXVI				
57	Type XXXXVII				
58	Type XXXXVIII				
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78	Type XXXXVIII				
79	Type XXXXIX				
80	Type XXXXX				
81	Type XXXXVI				
82	Type XXXXVII				
83	Type XXXXVIII				
84	Type XXXXIX				
85	Type XXXXX				
86	Type XXXXVI				
87	Type XXXXVII				
88	Type XXXXVIII				
89	Type XXXXIX				
90	Type XXXXX				

Notes: 1. For the voltage and the mA, see 501A 501B 501C 501D 501E 501F 501G 501H 501I 501J 501K 501L 501M 501N 501O 501P 501Q 501R 501S 501T 501U 501V 501W 501X 501Y 501Z 501AA 501AB 501AC 501AD 501AE 501AF 501AG 501AH 501AI 501AJ 501AK 501AL 501AM 501AN 501AO 501AP 501AQ 501AR 501AS 501AT 501AU 501AV 501AW 501AX 501AY 501AZ 501BA 501BB 501BC 501BD 501BE 501BF 501BG 501BH 501BI 501BJ 501BK 501BL 501BM 501BN 501BO 501BP 501BQ 501BR 501BS 501BT 501BU 501BV 501BW 501BX 501BY 501BZ 501CA 501CB 501CC 501CD 501CE 501CF 501CG 501CH 501CI 501CJ 501CK 501CL 501CM 501CN 501CO 501CP 501CQ 501CR 501CS 501CT 501CU 501CV 501CW 501CX 501CY 501CZ 501DA 501DB 501DC 501DD 501DE 501DF 501DG 501DH 501DI 501DJ 501DK 501DL 501DM 501DN 501DO 501DP 501DQ 501DR 501DS 501DT 501DU 501DV 501DW 501DX 501DY 501DZ 501EA 501EB 501EC 501ED 501EE 501EF 501EG 501EH 501EI 501EJ 501EK 501EL 501EM 501EN 501EO 501EP 501EQ 501ER 501ES 501ET 501EU 501EV 501EW 501EX 501EY 501EZ 501FA 501FB 501FC 501FD 501FE 501FF 501FG 501FH 501FI 501FJ 501FK 501FL 501FM 501FN 501FO 501FP 501FQ 501FR 501FS 501FT 501FU 501FV 501FW 501FX 501FY 501FZ 501GA 501GB 501GC 501GD 501GE 501GF 501GG 501GH 501GI 501GJ 501GK 501GL 501GM 501GN 501GO 501GP 501GQ 501GR 501GS 501GT 501GU 501GV 501GW 501GX 501GY 501GZ 501HA 501HB 501HC 501HD 501HE 501HF 501HG 501HH 501HI 501HJ 501HK 501HL 501HM 501HN 501HO 501HP 501HQ 501HR 501HS 501HT 501HU 501HV 501HW 501HX 501HY 501HZ 501IA 501IB 501IC 501ID 501IE 501IF 501IG 501IH 501II 501IJ 501IK 501IL 501IM 501IN 501IO 501IP 501IQ 501IR 501IS 501IT 501IU 501IV 501IW 501IX 501IY 501IZ 501JA 501JB 501JC 501JD 501JE 501JF 501JG 501JH 501JI 501JJ 501JK 501JL 501JM 501JN 501JO 501JP 501JQ 501JR 501JS 501JT 501JU 501JV 501JW 501JX 501JY 501JZ 501KA 501KB 501KC 501KD 501KE 501KF 501KG 501KH 501KI 501KJ 501KK 501KL 501KM 501KN 501KO 501KP 501KQ 501KR 501KS 501KT 501KU 501KV 501KW 501KX 501KY 501KZ 501LA 501LB 501LC 501LD 501LE 501LF 501LG 501LH 501LI 501LJ 501LK 501LL 501LM 501LN 501LO 501LP 501LQ 501LR 501LS 501LT 501LU 501LV 501LW 501LX 501LY 501LZ 501MA 501MB 501MC 501MD 501ME 501MF 501MG 501MH 501MI 501MJ 501MK 501ML 501MN 501MO 501MP 501MQ 501MR 501MS 501MT 501MU 501MV 501MW 501MX 501MY 501MZ 501NA 501NB 501NC 501ND 501NE 501NF 501NG 501NH 501NI 501NJ 501NK 501NL 501NM 501NO 501NP 501NQ 501NR 501NS 501NT 501NU 501NV 501NW 501NX 501NY 501NZ 501OA 501OB 501OC 501OD 501OE 501OF 501OG 501OH 501OI 501OJ 501OK 501OL 501OM 501ON 501OO 501OP 501OQ 501OR 501OS 501OT 501OU 501OV 501OW 501OX 501OY 501OZ 501PA 501PB 501PC 501PD 501PE 501PF 501PG 501PH 501PI 501PJ 501PK 501PL 501PM 501PN 501PO 501PP 501PQ 501PR 501PS 501PT 501PU 501PV 501PW 501PX 501PY 501PZ 501QA 501QB 501QC 501QD 501QE 501QF 501QG 501QH 501QI 501QJ 501QK 501QL 501QM 501QN 501QO 501QP 501QQ 501QR 501QS 501QT 501QU 501QV 501QW 501QX 501QY 501QZ 501RA 501RB 501RC 501RD 501RE 501RF 501RG 501RH 501RI 501RJ 501RK 501RL 501RM 501RN 501RO 501RP 501RQ 501RR 501RS 501RT 501RU 501RV 501RW 501RX 501RY 501RZ 501SA 501SB 501SC 501SD 501SE 501SF 501SG 501SH 501SI 501SJ 501SK 501SL 501SM 501SN 501SO 501SP 501SQ 501SR 501SS 501ST 501SU 501SV 501SW 501SX 501SY 501SZ 501TA 501TB 501TC 501TD 501TE 501TF 501TG 501TH 501TI 501TJ 501TK 501TL 501TM 501TN 501TO 501TP 501TQ 501TR 501TS 501TT 501TU 501TV 501TW 501TX 501TY 501TZ 501UA 501UB 501UC 501UD 501UE 501UF 501UG 501UH 501UI 501UJ 501UK 501UL 501UM 501UN 501UO 501UP 501UQ 501UR 501US 501UT 501UU 501UV 501UW 501UX 501UY 501UZ 501VA 501VB 501VC 501VD 501VE 501VF 501VG 501VH 501VI 501VJ 501VK 501VL 501VM 501VN 501VO 501VP 501VQ 501VR 501VS 501VT 501VU 501VV 501VW 501VX 501VY 501VZ 501WA 501WB 501WC 501WD 501WE 501WF 501WG 501WH 501WI 501WJ 501WK 501WL 501WM 501WN 501WO 501WP 501WQ 501WR 501WS 501WT 501WU 501WV 501WW 501WX 501WY 501WZ 501XA 501XB 501XC 501XD 501XE 501XF 501XG 501XH 501XI 501XJ 501XK 501XL 501XM 501XN 501XO 501XP 501XQ 501XR 501XS 501XT 501XU 501XV 501XW 501XX 501XY 501XZ 501YA 501YB 501YC 501YD 501YE 501YF 501YG 501YH 501YI 501YJ 501YK 501YL 501YM 501YN 501YO 501YP 501YQ 501YR 501YS 501YT 501YU 501YV 501YW 501YX 501YY 501YZ 501ZA 501ZB 501ZC 501ZD 501ZE 501ZF 501ZG 501ZH 501ZI 501ZJ 501ZK 501ZL 501ZM 501ZN 501ZO 501ZP 501ZQ 501ZR 501ZS 501ZT 501ZU 501ZV 501ZW 501ZX 501ZY 501ZZ

2. See also the notes on the 501A 501B 501C 501D 501E 501F 501G 501H 501I 501J 501K 501L 501M 501N 501O 501P 501Q 501R 501S 501T 501U 501V 501W 501X 501Y 501Z 501AA 501AB 501AC 501AD 501AE 501AF 501AG 501AH 501AI 501AJ 501AK 501AL 501AM 501AN 501AO 501AP 501AQ 501AR 501AS 501AT 501AU 501AV 501AW 501AX 501AY 501AZ 501BA 501BB 501BC 501BD 501BE 501BF 501BG 501BH 501BI 501BJ 501BK 501BL 501BM 501BN 501BO 501BP 501BQ 501BR 501BS 501BT 501BU 501BV 501BW 501BX 501BY 501BZ 501CA 501CB 501CC 501CD 501CE 501CF 501CG 501CH 501CI 501CJ 501CK 501CL 501CM 501CN 501CO 501CP 501CQ 501CR 501CS 501CT 501CU 501CV 501CW 501CX 501CY 501CZ 501DA 501DB 501DC 501DD 501DE 501DF 501DG 501DH 501DI 501DJ 501DK 501DL 501DM 501DN 501DO 501DP 501DQ 501DR 501DS 501DT 501DU 501DV 501DW 501DX 501DY 501DZ 501EA 501EB 501EC 501ED 501EE 501EF 501EG 501EH 501EI 501EJ 501EK 501EL 501EM 501EN 501EO 501EP 501EQ 501ER 501ES 501ET 501EU 501EV 501EW 501EX 501EY 501EZ 501FA 501FB 501FC 501FD 501FE 501FF 501FG 501FH 501FI 501FJ 501FK 501FL 501FM 501FN 501FO 501FP 501FQ 501FR 501FS 501FT 501FU 501FV 501FW 501FX 501FY 501FZ 501GA 501GB 501GC 501GD 501GE 501GF 501GG 501GH 501GI 501GJ 501GK 501GL 501GM 501GN 501GO 501GP 501GQ 501GR 501GS 501GT 501GU 501GV 501GW 501GX 501GY 501GZ 501HA 501HB 501HC 501HD 501HE 501HF 501HG 501HH 501HI 501HJ 501HK 501HL 501HM 501HN 501HO 501HP 501HQ 501HR 501HS 501HT 501HU 501HV 501HW 501HX 501HY 501HZ 501IA 501IB 501IC 501ID 501IE 501IF 501IG 501IH 501II 501IJ 501IK 501IL 501IM 501IN 501IO 501IP 501IQ 501IR 501IS 501IT 501IU 501IV 501IW 501IX 501IY 501IZ 501JA 501JB 501JC 501JD 501JE 501JF 501JG 501JH 501JI 501JJ 501JK 501JL 501JM 501JN 501JO 501JP 501JQ 501JR 501JS 501JT 501JU 501JV 501JW 501JX 501JY 501JZ 501KA 501KB 501KC 501KD 501KE 501KF 501KG 501KH 501KI 501KJ 501KK 501KL 501KM 501KN 501KO 501KP 501KQ 501KR 501KS 501KT 501KU 501KV 501KW 501KX 501KY 501KZ 501LA 501LB 501LC 501LD 501LE 501LF 501LG 501LH 501LI 501LJ 501LK 501LM 501LN 501LO 501LP 501LQ 501LR 501LS 501LT 501LU 501LV 501LW 501LX 501LY 501LZ 501MA 501MB 501MC 501MD 501ME 501MF 501MG 501MH 501MI 501MJ 501MK 501ML 501MN 501MO 501MP 501MQ 501MR 501MS 501MT 501MU 501MV 501MW 501MX 501MY 501MZ 501NA 501NB 501NC 501ND 501NE 501NF 501NG 501NH 501NI 501NJ 501NK 501NL 501NM 501NO 501NP 501NQ 501NR 501NS 501NT 501NU 501NV 501NW 501NX 501NY 501NZ 501OA 501OB 501OC 501OD 501OE 501OF 501OG 501OH 501OI 501OJ 501OK 501OL 501OM 501ON 501OO 501OP 501OQ 501OR 501OS 501OT 501OU 501OV 501OW 501OX 501OY 501OZ 501PA 501PB 501PC 501PD 501PE 501PF 501PG 501PH 501PI 501PJ 501PK 501PL 501PM 501PN 501PO 501PP 501PQ 501PR 501PS 501PT 501PU 501PV 501PW 501PX 501PY 501PZ 501QA 501QB 501QC 501QD 501QE 501QF 501QG 501QH 501QI 501QJ 501QK 501QL 501QM 501QN 501QO 501QP 501QQ 501QR 501QS 501QT 501QU 501QV 501QW 501QX 501QY 501QZ 501RA 501RB 501RC 501RD 501RE 501RF 501RG 501RH 501RI 501RJ 501RK 501RL 501RM 501RN 501RO 501RP 501RQ 501RR 501RS 501RT 501RU 501RV 501RW 501RX 501RY 501RZ 501SA 501SB 501SC 501SD 501SE 501SF 501SG 501SH 501SI 501SJ 501SK 501SL 501SM 501SN 501SO 501SP 501SQ 501SR 501SS 501ST 501SU 501SV 501SW 501SX 501SY 501SZ 501TA 501TB 501TC 501TD 501TE 501TF 501TG 501TH 501TI 501TJ 501TK 501TL 501TM 501TN 501TO 501TP 501TQ 501TR 501TS 501TT 501TU 501TV 501TW 501TX 501TY 501TZ 501UA 501UB 501UC 501UD 501UE 501UF 501UG 501UH 501UI 501UJ 501UK 501UL 501UM 501UN 501UO 501UP 501UQ 501UR 501US 501UT 501UU 501UV 501UW 501UX 501UY 501UZ 501VA 501VB 501VC 501VD 501VE 501VF 501VG 501VH 501VI 501VJ 501VK 501VL 501VM 501VN 501VO 501VP 501VQ 501VR 501VS 501VT 501VU 501VV 501VW 501VX 501VY 501VZ 501WA 501WB 501WC 501WD 501WE 501WF 501WG 501WH 501WI 501WJ 501WK 501WL 501WM 501WN 501WO 501WP 501WQ 501WR 501WS 501WT 501WU 501WV 501WW 501WX 501WY 501WZ 501XA 501XB 501XC 501XD 501XE 501XF 501XG 501XH 501XI 501XJ 501XK 501XL 501XM 501XN 501XO 501XP 501XQ 501XR 501XS 501XT 501XU 501XV 501XW 501XX 501XY 501XZ 501YA 501YB 501YC 501YD 501YE 501YF 501YG 501YH 501YI 501YJ 501YK 501YL 501YM 501YN 501YO 501YP 501YQ 501YR 501YS 501YT 501YU 501YV 501YW 501YX 501YY 501YZ 501ZA 501ZB 501ZC 501ZD 501ZE 501ZF 501ZG 501ZH 501ZI 501ZJ 501ZK 501ZL 501ZM 501ZN 501ZO 501ZP 501ZQ 501ZR 501ZS 501ZT 501ZU 501ZV 501ZW 501ZX 501ZY 501ZZ

3. See also the notes on the 501A 501B 501C 501D 501E 501F 501G 501H 501I 501J 501K 501L 501M 501N 501O 501P 501Q 501R 501S 501T 501U 501V 501W 501X 501Y 501Z 501AA 501AB 501AC 501AD 501AE 501AF 501AG 501AH 501AI 501AJ 501AK 501AL 501AM 501AN 501AO 501AP 501AQ 501AR 501AS 501AT 501AU 501AV 501AW 501AX 501AY 501AZ 501BA 501BB 501BC 501BD 501BE 501BF 501BG 501BH 501BI 501BJ 501BK 501BL 501BM 501BN 501BO 501BP 501BQ 501BR 501BS 501BT 501BU 501BV 501BW 501BX 501BY 501BZ 501CA 501CB 501CC 501CD 501CE 501CF 501CG 501CH 501CI 501CJ 501CK 501CL 501CM 501CN 501CO 501CP 501CQ 501CR 501CS 501CT 501CU 501CV 501CW 501CX 501CY 501CZ 501DA 501DB 501DC 501DD 501DE 501DF 501DG 501DH 501DI 501DJ 501DK 501DL 501DM 501DN 501DO 501DP 501DQ 501DR 501DS 501DT 501DU 501DV 501DW 501DX 501DY 501DZ 501EA 501EB 501EC 501ED 501EE 501EF 501EG 501EH 501EI 501EJ 501EK 501EL 501EM 501EN 501EO 501EP 501EQ 501ER 501ES 501ET 501EU 501EV 501EW 501EX 501EY 501EZ 501FA 501FB 501FC 501FD 501FE 501FF 501FG 501FH 501FI 501FJ 501FK 501FL 501FM 501FN 501FO 501FP 501FQ 501FR 501FS 501FT 501FU 501FV 501FW 501FX 501FY 501FZ 501GA 501GB 501GC 501GD 501GE 501GF 501GG 501GH 501GI 501GJ 501GK 501GL 501GM 501GN 501GO 501GP 501GQ 501GR 501GS 501GT 501GU 501GV 501GW 501GX 501GY 501GZ 501HA 501HB 501HC 501HD 501HE 501HF 501HG 501HH 501HI 501HJ 501HK 501HL 501HM 501HN 501HO 501HP 501HQ 501HR 501HS 501HT 501HU 501HV 501HW 501HX 501HY 501HZ 501IA 501IB 501IC 501ID 501IE 501IF 501IG 501IH 501II 501IJ 501IK 501IL 501IM 501IN 501IO 501IP 501IQ 501IR 501IS 501IT 5

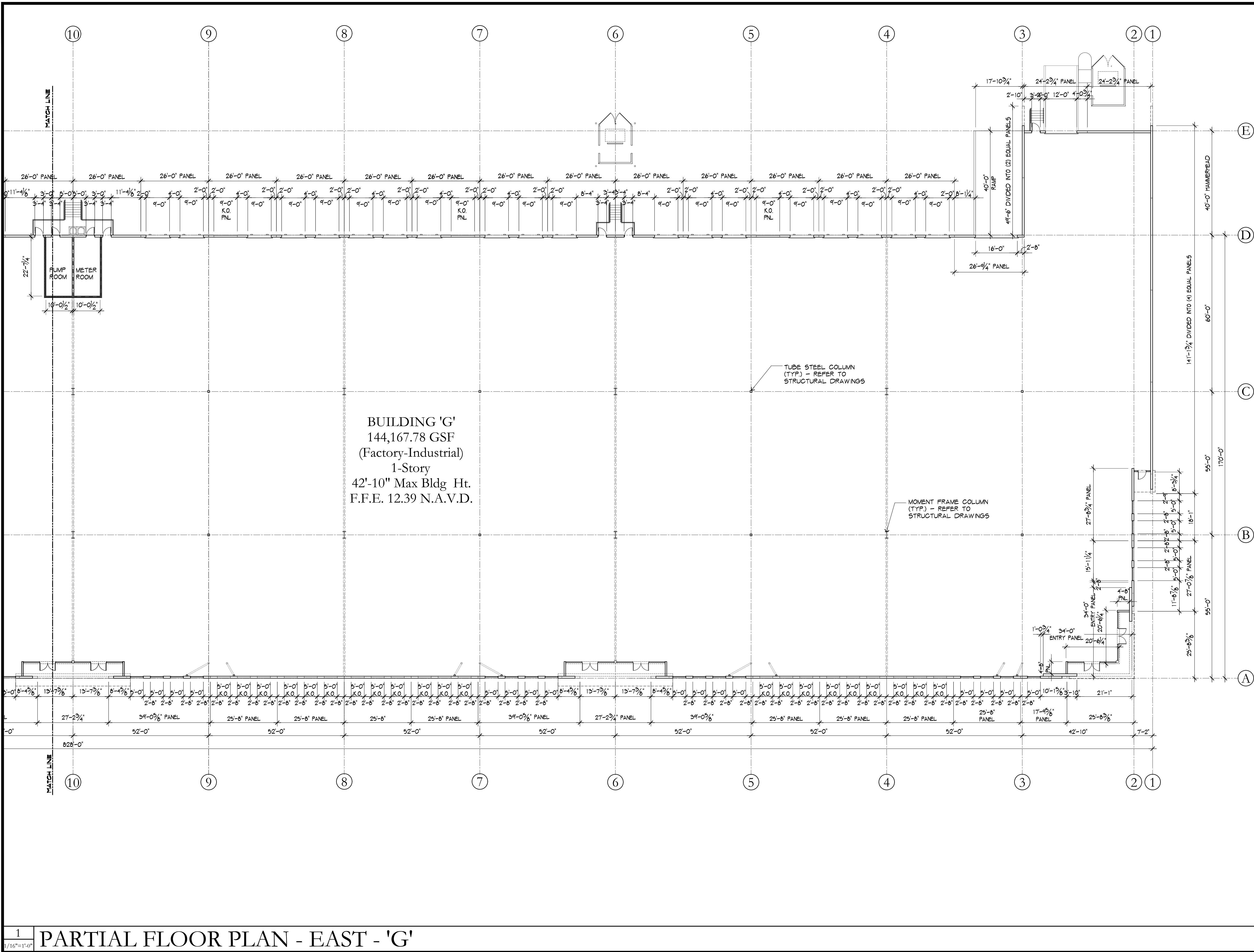




1
1/16"=1'-0"
PARTIAL FLOOR PLAN - WEST - 'G'

HILLSBORO TECHNOLOGY CENTER
INDUSTRIAL BUILDING 'G' & 'H'
600 & 650 Hillsboro Technology Drive
in The City of Deerfield Beach, Florida, 33441

2020-01-21 DRG COMMENTS-2	
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MICHAEL W. HANLON FLORIDA REGISTERED ARCHITECT - REG. NUMBER: AR0017270 ELECTRONIC SIGNATURE SERIAL NUMBER:	
HNM PROJECT NUMBER: 18-033	
ISSUED DATE: 2018-12-04	
SCALE: 1/16"=1'-0"	
TITLE: PARTIAL FLOOR PLAN WEST - 'G'	
DRAWING NUMBER: A-1.0	



HILLSBORO TECHNOLOGY CENTER

INDUSTRIAL BUILDING 'G' & 'H'

600 & 650 Hillsboro Technology Drive
in The City of Deerfield Beach, Florida, 33441

2020-01-21
DRC COMMENTS-2

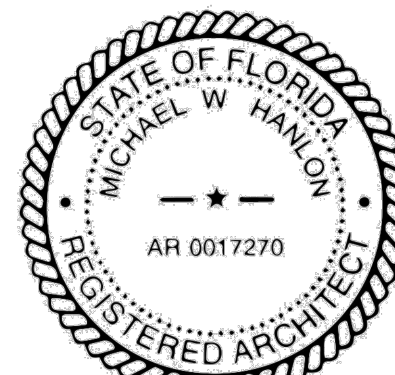
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MICHAEL W. HANLON
FLORIDA REGISTERED ARCHITECT - REG. NUMBER: AR0017270
ELECTRONIC SIGNATURE SERIAL NUMBER:

HNM PROJECT NUMBER:

18-033

ISSUED DATE:

2018-12-04

SCALE:

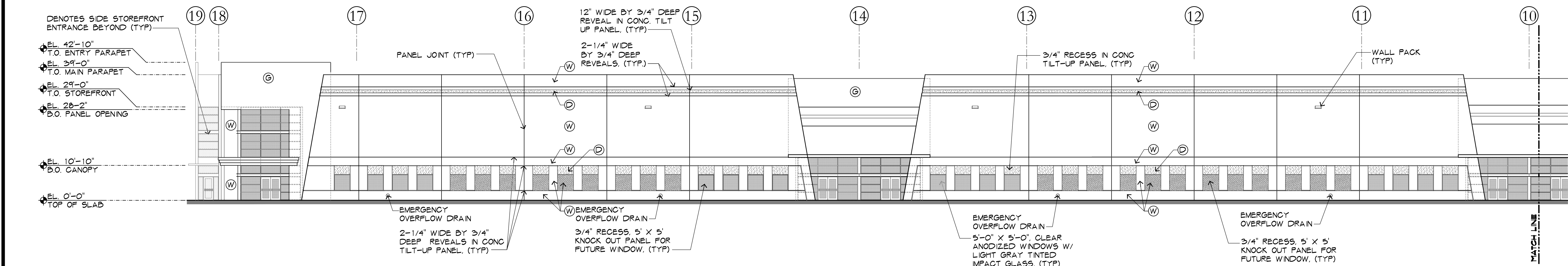
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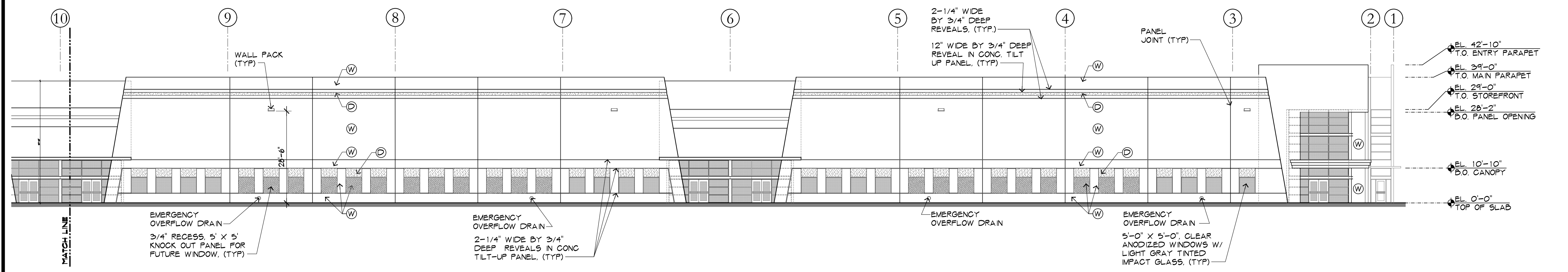
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FLOOR PLAN
EAST - 'G'

DRAWING NUMBER:

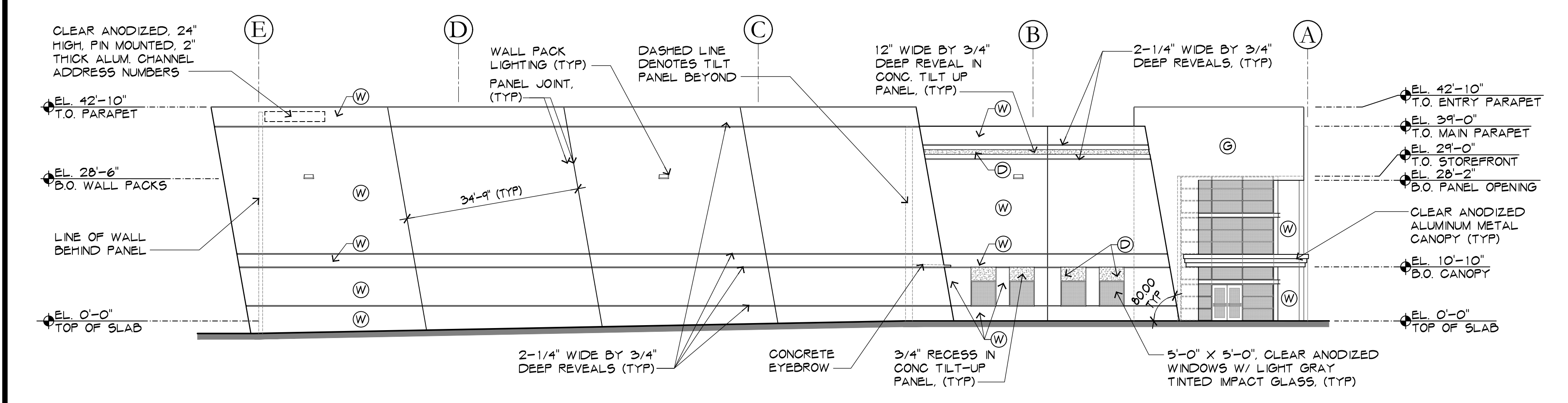
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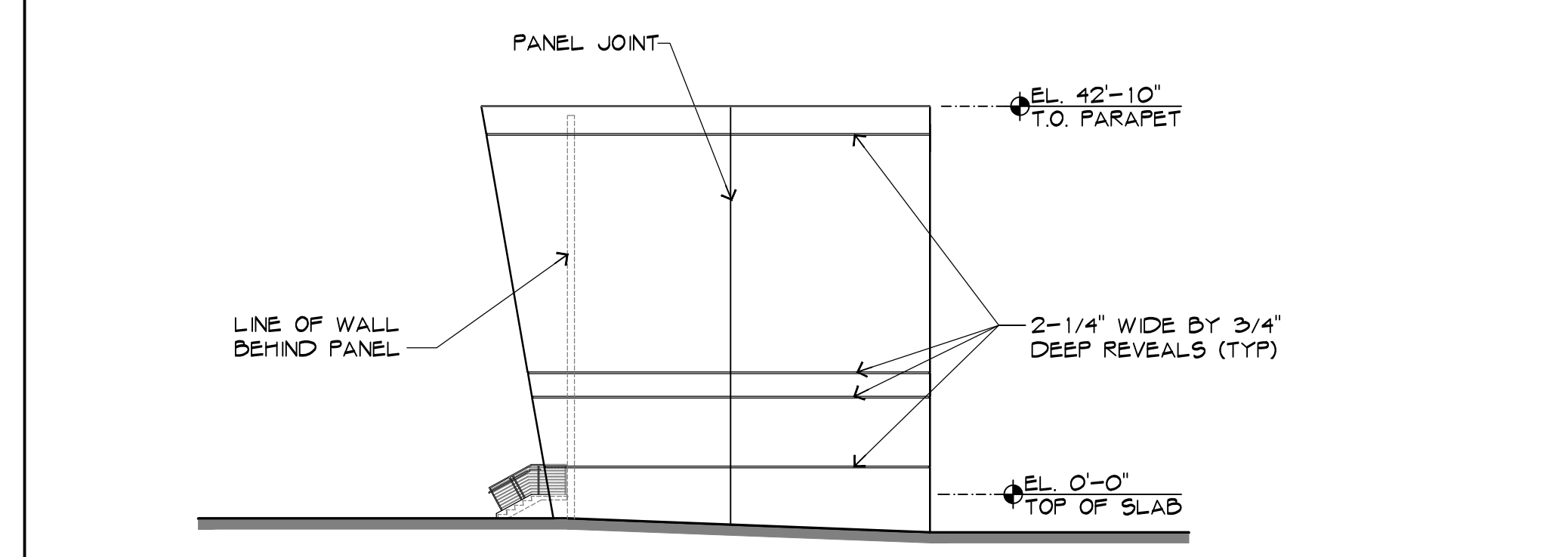
1A PARTIAL SOUTH ELEVATION - 'G'



1B PARTIAL SOUTH ELEVATION - 'G'



2 WEST ELEVATION - 'G'



3 WEST ELEV. @ HAMMERHEAD - 'G'

HILLSBORO TECHNOLOGY CENTER

INDUSTRIAL BUILDING 'G' & 'H'

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2020-01-21
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STATE OF FLORIDA
MICHAEL W. HANLON
REGISTERED ARCHITECT
AR 0017270

MICHAEL W. HANLON
FLORIDA REGISTERED ARCHITECT • REG. NUMBER: AR0017270
ELECTRONIC SIGNATURE SERIAL NUMBER:

HNM PROJECT NUMBER:
18-033

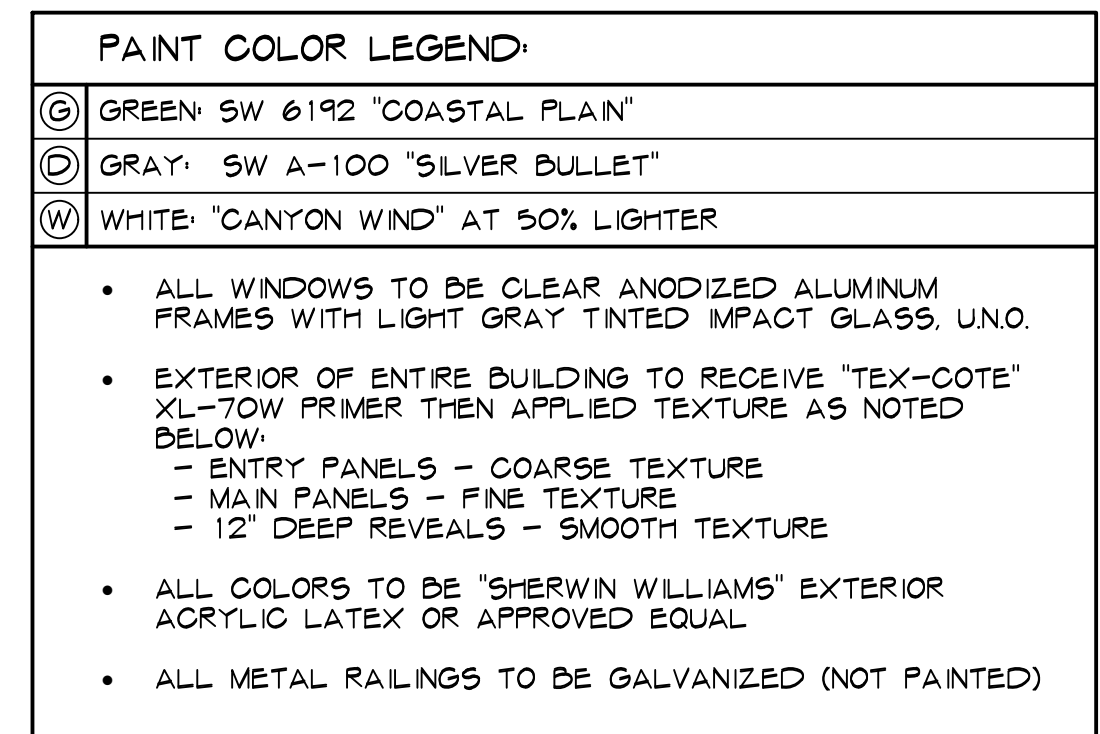
ISSUED DATE:
2018-12-04

SCALE:
1/16"=1'-0"

TITLE:
WEST & SOUTH
BUILDING
ELEVATIONS - 'G'

DRAWING NUMBER:
A-4.0

Page 59 of 980



3	LEGEND
N.T.S.	

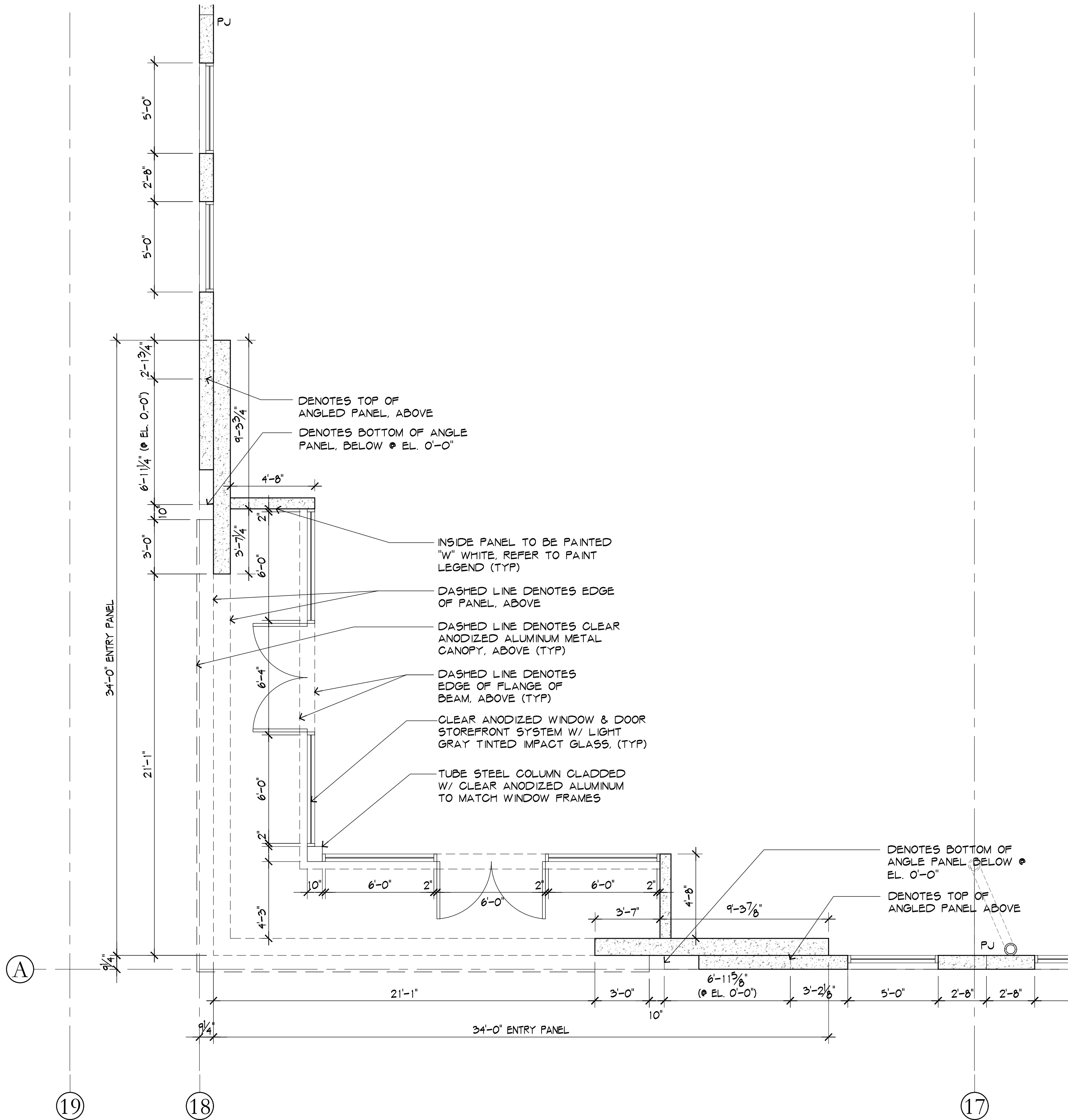
600 & 650 Hillsboro Technology Drive
in The City of Deerfield Beach, Florida, 33441

A-4.1

PAINT COLOR LEGEND:	
Ⓒ	GREEN: SW 6192 "COASTAL PLAIN"
Ⓓ	GRAY: SW A-100 "SILVER BULLET"
Ⓦ	WHITE: "CANYON WIND" AT 50% LIGHTER
- ALL WINDOWS TO BE CLEAR ANODIZED ALUMINUM FRAMES WITH LIGHT GRAY TINTED IMPACT GLASS, UNO. - EXTERIOR OF ENTIRE BUILDING TO RECEIVE "TEX-COTE" XL-70W PRIMER THEN APPLIED TEXTURE AS NOTED BELOW: - ENTRY PANELS - COARSE TEXTURE - MAIN PANELS - FINE TEXTURE 12" DEEP REVEALS - SMOOTH TEXTURE - ALL COLORS TO BE "SHERWIN WILLIAMS" EXTERIOR ACRYLIC LATEX OR APPROVED EQUAL - ALL METAL RAILINGS TO BE GALVANIZED (NOT PAINTED)	

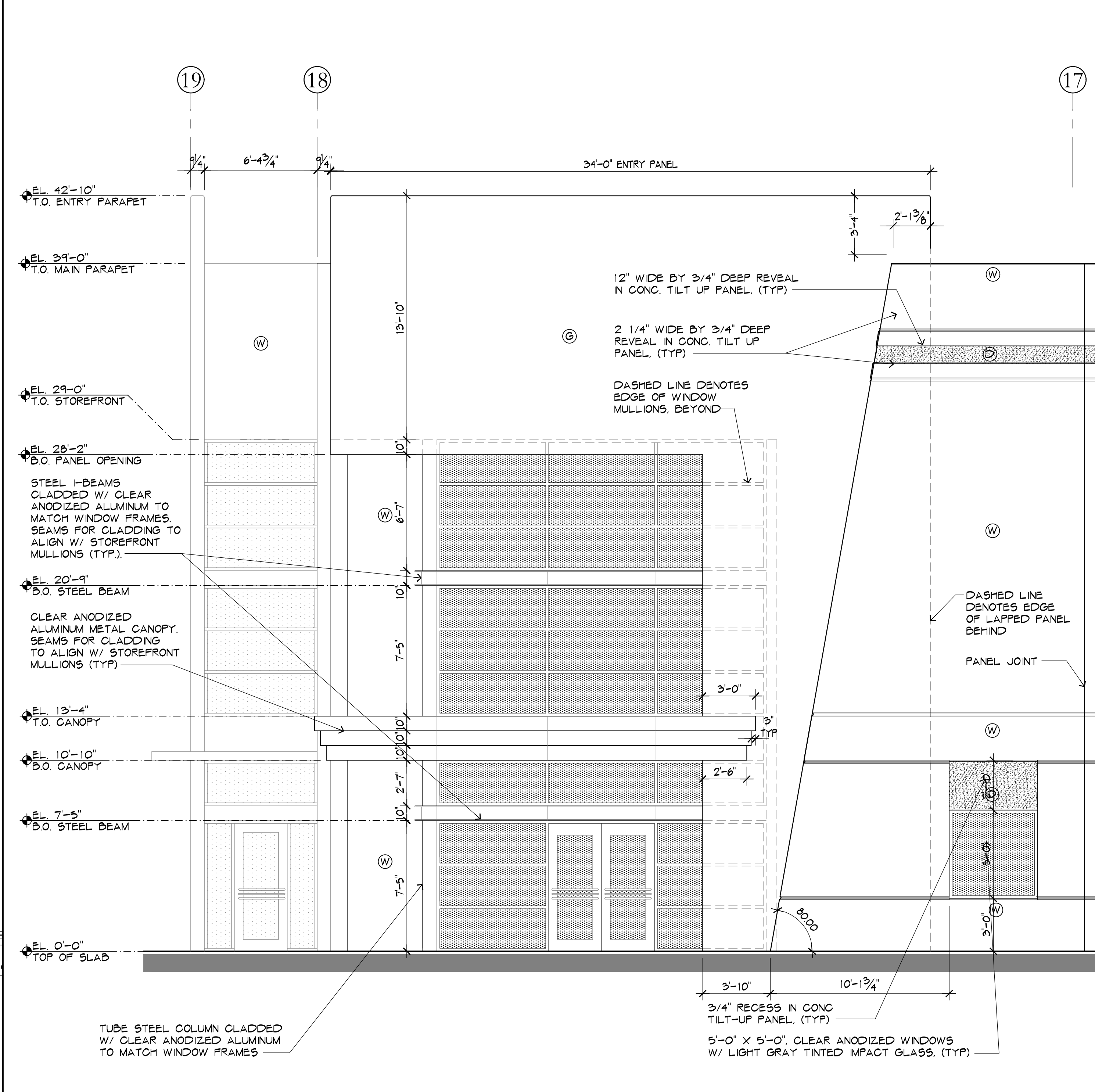
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N.T.S.

LEGEND



1
1/4"=1'-0"

ENLARGED CORNER ENTRY PLAN - 'G'



2
1/4"=1'-0"

ENLARGED CORNER ENTRY ELEVATION - 'G'

HILLSBORO TECHNOLOGY CENTER

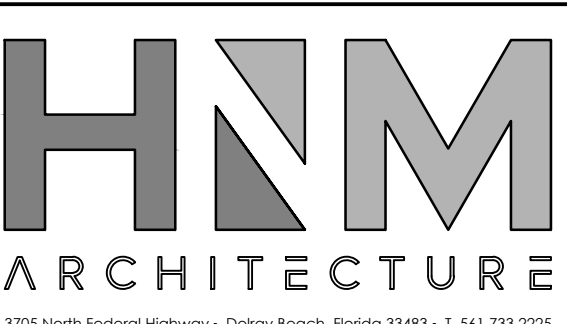
INDUSTRIAL BUILDING 'G' & 'H'

600 & 650 Hillsboro Technology Drive
in The City of Deerfield Beach, Florida, 33441

2020-03-12	P&Z COMMENTS-2
2020-01-21	DRG COMMENTS-2
NO	REVISION

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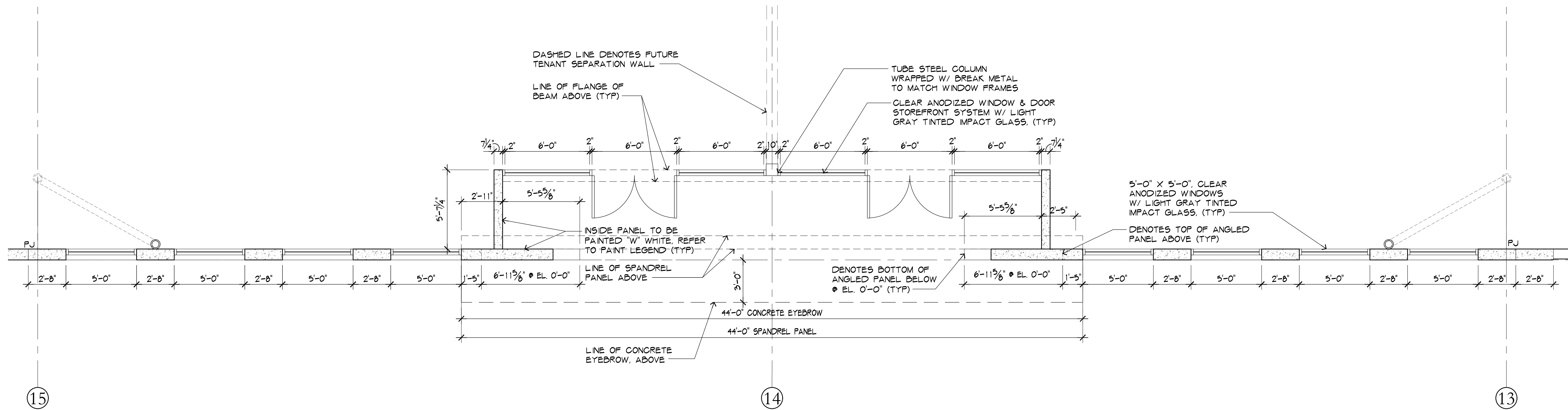


MICHAEL W. HANLON
FLORIDA REGISTERED ARCHITECT - REG. NUMBER: AR0017270
ELECTRONIC SIGNATURE SERIAL NUMBER:

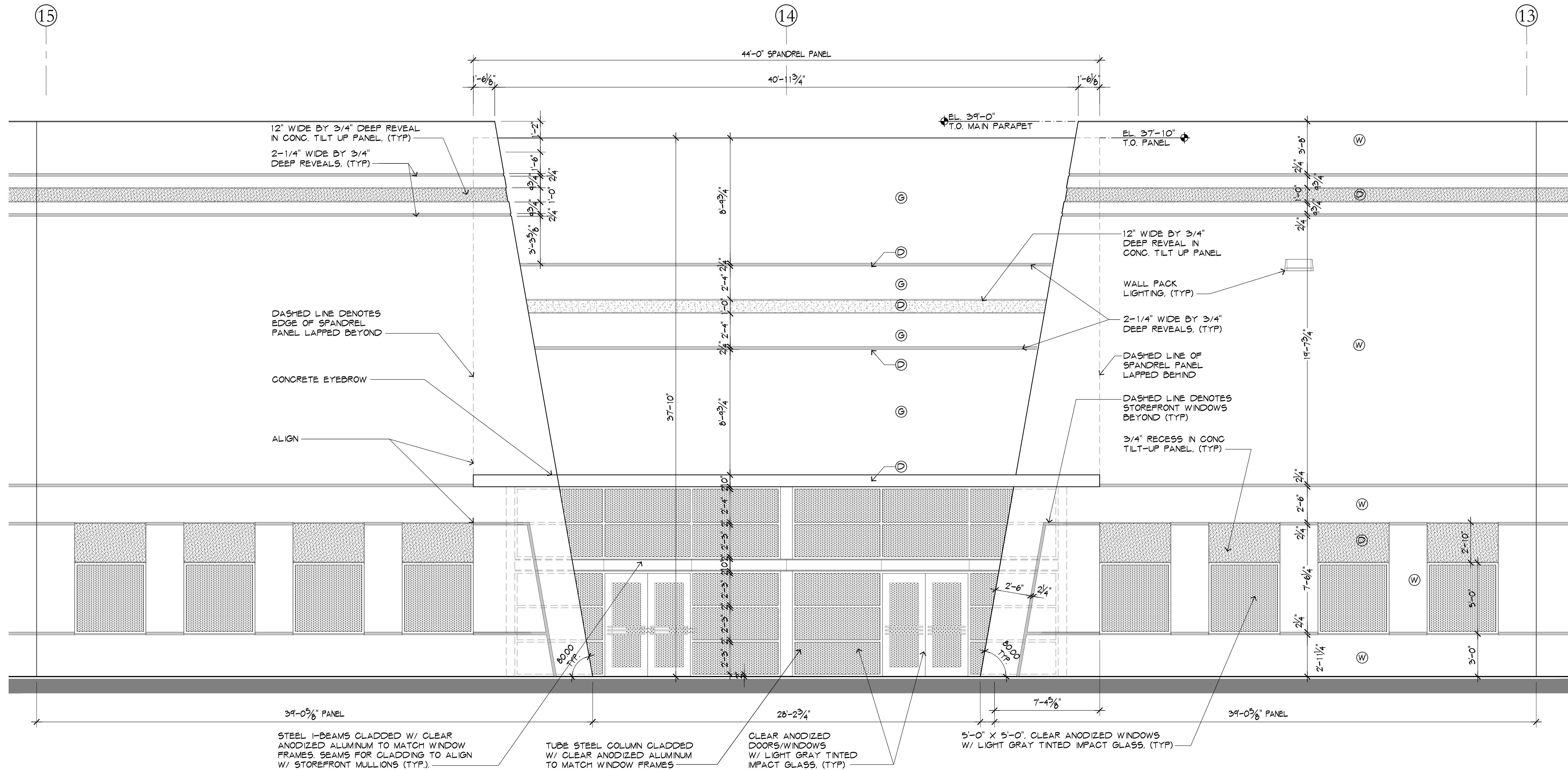
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ISSUED DATE:	2020-03-12
SCALE:	1/4"=1'-0"

TITLE:
ENLARGED CORNER ENTRY PLAN & ELEV. - 'G'

DRAWING NUMBER:
A-4.2



1
1/4"=1'-0" ENLARGED ENTRY PLAN - 'G'



2
1/4"=1'-0" ENLARGED ENTRY ELEVATION - 'G'

HILLSBORO TECHNOLOGY CENTER

INDUSTRIAL BUILDING 'G' & 'H'

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in The City of Deerfield Beach, Florida, 33441

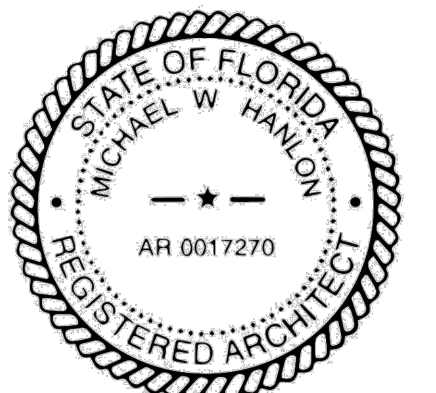
2020-01-21
DRG COMMENTS-2

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MICHAEL W. HANLON
FLORIDA REGISTERED ARCHITECT • REG. NUMBER: AR0017270

ELECTRONIC SIGNATURE SERIAL NUMBER:

HNM PROJECT NUMBER:

18-033

ISSUED DATE:

2018-12-04

SCALE:

1/4"=1'-0"

TITLE:

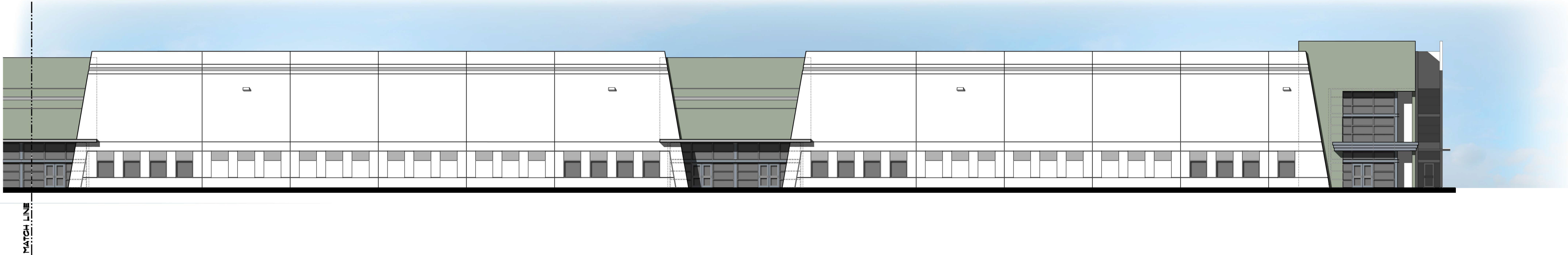
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SECONDARY ENTRY
PLAN & ELEV. - 'G'

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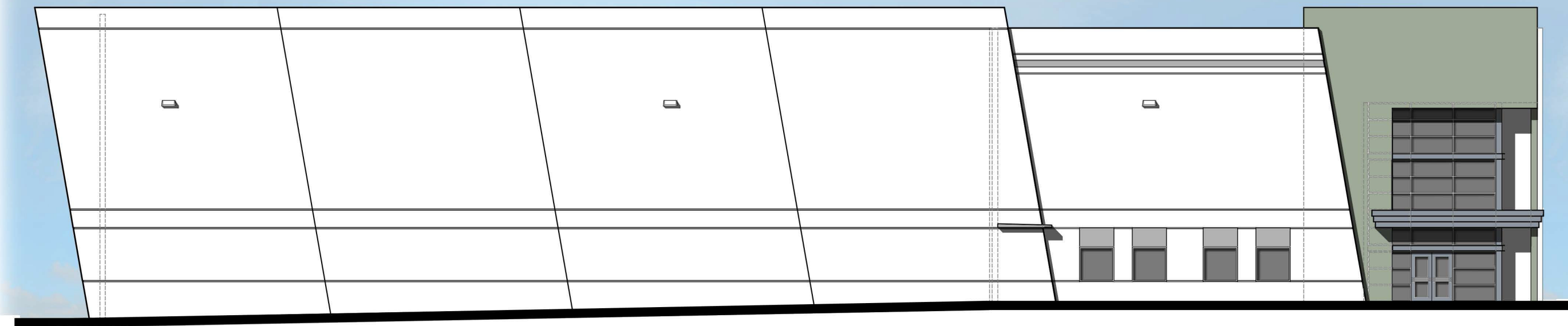
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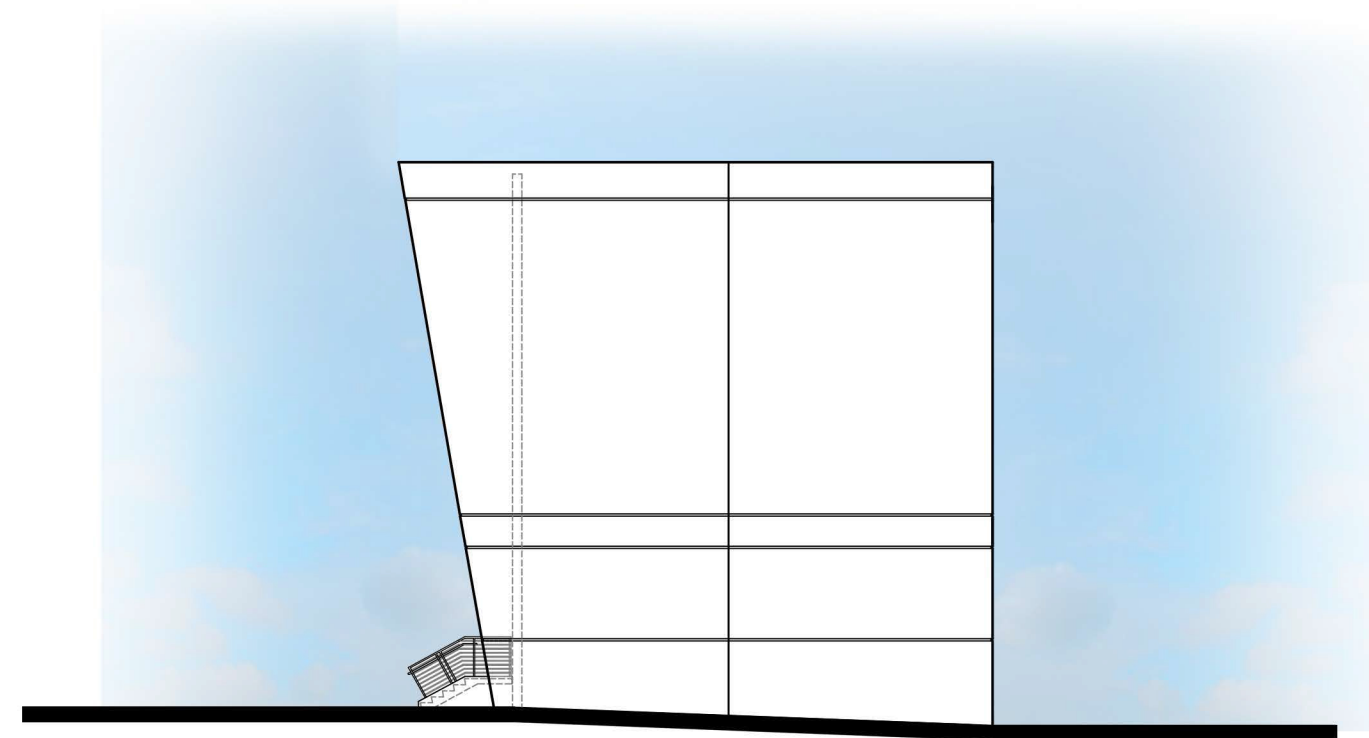
1A
1/16"=1'-0" PARTIAL SOUTH ELEVATION



1B
1/16"=1'-0" PARTIAL SOUTH ELEVATION



2
1/16"=1'-0" WEST ELEVATION



3
1/16"=1'-0" TRUCK COURT SIDE ELEV.

HILLSBORO TECHNOLOGY CENTER
INDUSTRIAL BUILDING 'G'
600 Hillsboro Technology Drive
in The City of Deerfield Beach, Florida, 33441

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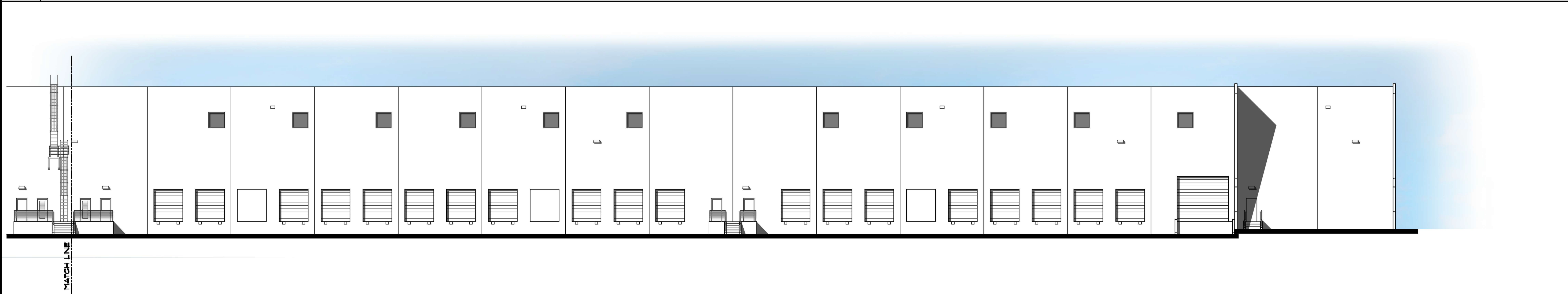
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ELECTRONIC SIGNATURE SERIAL NUMBER
HNM PROJECT NUMBER:
18-033
ISSUED DATE:
2018-12-04
SCALE:
1/16"=1'-0"
TITLE:
WEST & SOUTH
BUILDING
ELEVATIONS
DRAWING NUMBER:
A-4.4



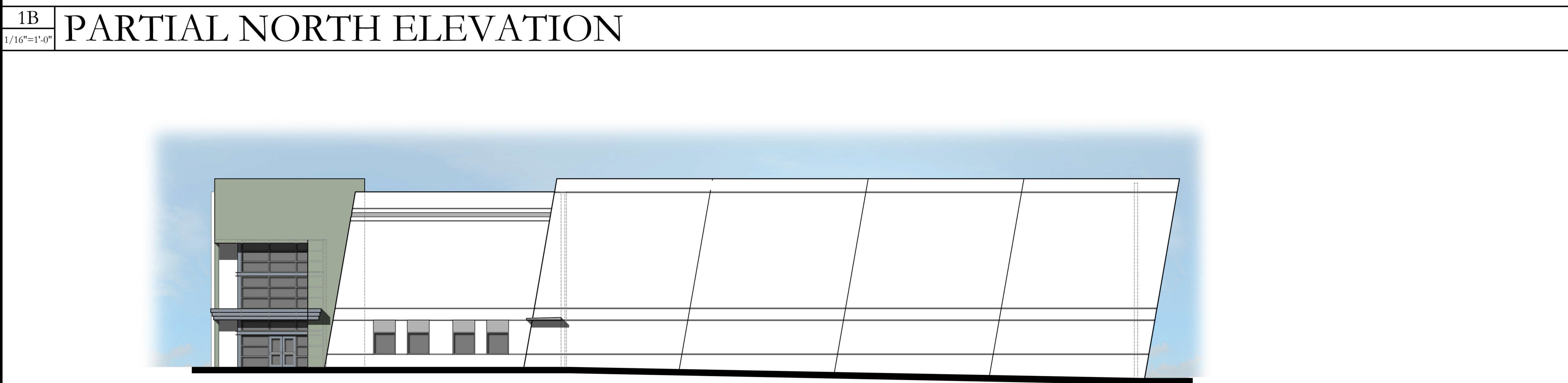
1A
1/16"=1'-0"

PARTIAL NORTH ELEVATION



1B
1/16"=1'-0"

PARTIAL NORTH ELEVATION



PAINT COLOR LEGEND	
Ⓒ	GREEN: SW 6192 "COASTAL PLAIN"
Ⓓ	GRAY: SW A-100 "SILVER BULLET"
Ⓦ	WHITE: "CANYON WIND" AT 50% LIGHTER
- ALL WINDOWS TO BE CLEAR ANODIZED ALUMINUM FRAMES WITH LIGHT GRAY TINTED IMPACT GLASS, UNO. - EXTERIOR OF ENTIRE BUILDING TO RECEIVE "TEX-COTE" XL-70W PRIMER THEN APPLIED TEXTURE AS NOTED BELOW: - ENTRY PANELS - COARSE TEXTURE - MAIN PANELS - FINE TEXTURE 12" DEEP REVEALS - SMOOTH TEXTURE - ALL COLORS TO BE "SHERWIN WILLIAMS" EXTERIOR ACRYLIC LATEX OR APPROVED EQUAL - ALL METAL RAILINGS TO BE GALVANIZED (NOT PAINTED)	

2
1/16"=1'-0"

EAST ELEVATION

HILLSBORO TECHNOLOGY CENTER

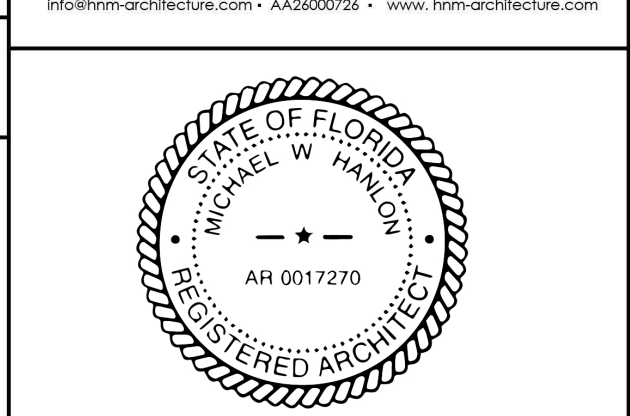
INDUSTRIAL BUILDING 'G'

600 Hillsboro Technology Drive
in The City of Deerfield Beach, Florida, 33441

NO. DATE REVISION

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MICHAEL W. HANLON
FLORIDA REGISTERED ARCHITECT REG. NUMBER: AH0017270
ELECTRONIC SIGNATURE SERIAL NUMBER:

HNM PROJECT NUMBER:
18-033

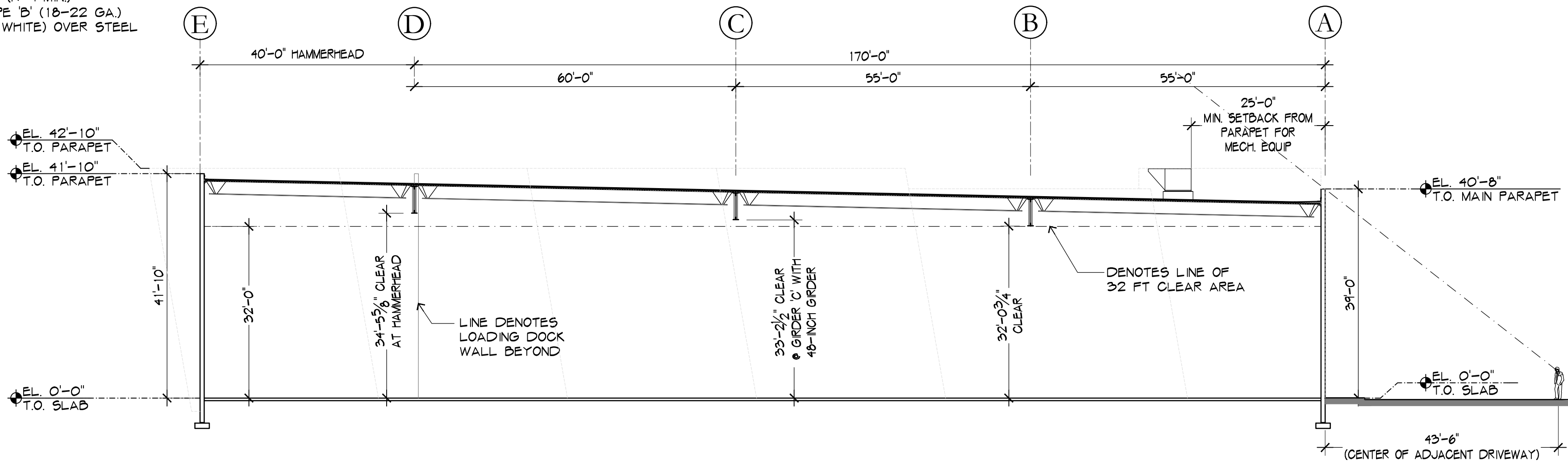
ISSUED DATE:
2020-03-12

SCALE:
1/16"=1'-0"

TITLE:
EAST & NORTH
BUILDING
ELEVATIONS

DRAWING NUMBER:
A-4.5

ROOF MAKEUP:
SINGLE-PLY (60 MIL) TPO ROOFING MEMBRANE OVER 1.6"
POLYISO RIGID INSULATION BOARD (R-9 MIN)
MECHANICALLY ATTACHED TO TYPE 'B' (18-22 GA.)
METAL DECK (UNDERSIDE PRIMED WHITE) OVER STEEL
JOISTS/GIRDERS.



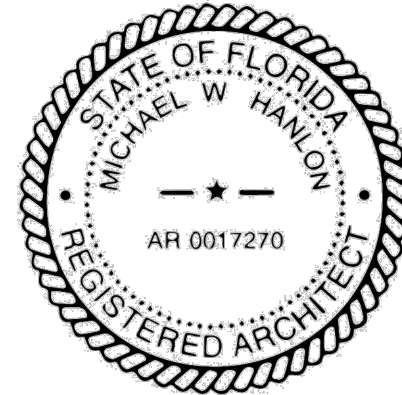
HILLSBORO TECHNOLOGY CENTER
INDUSTRIAL BUILDING 'G' & 'H'
600 & 650 Hillsboro Technology Drive
in The City of Deerfield Beach, Florida, 33441

2020-01-21
DRG COMMENTS-2

NO. DATE REVISION

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FLORIDA REGISTERED ARCHITECT • REG. NUMBER: AR0017270
ELECTRONIC SIGNATURE SERIAL NUMBER:

HNM PROJECT NUMBER:

18-033

ISSUED DATE:

2018-12-04

SCALE:

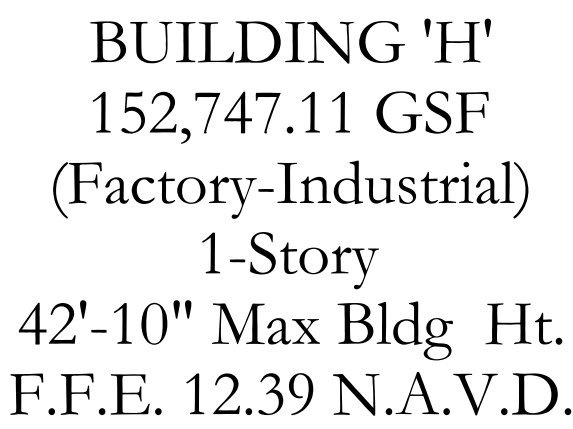
1/16"=1'-0"

TITLE:

BUILDING SECTION &
ROOFTOP SCREENING
DIAGRAM - 'G'

DRAWING NUMBER:

A-5.0



HILLSBORO TECHNOLOGY CENTER

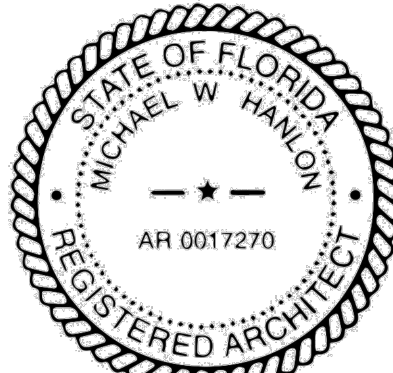
INDUSTRIAL BUILDING 'G' & 'H'

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in The City of Deerfield Beach, Florida, 33441

NO.	DATE REVISION
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MICHAEL W. HANLON
FLORIDA REGISTERED ARCHITECT . REG. NUMBER: AR0017270
ELECTRONIC SIGNATURE SERIAL NUMBER:

HNM PROJECT NUMBER

18-033

2018-12-04

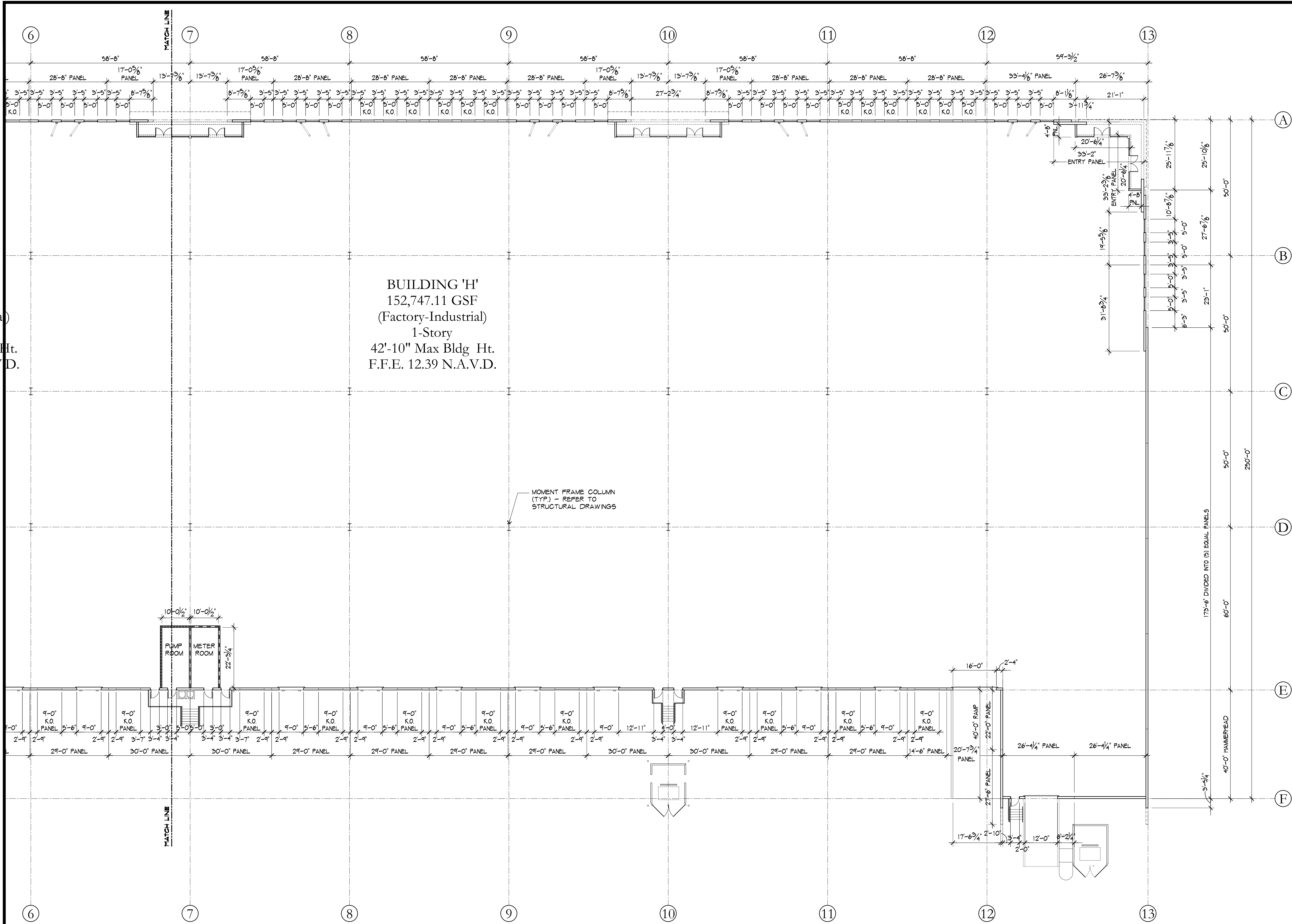
SCALE:
 $1/16"=1'-0"$

TITLE: PARTIAL FLOOR PLAN WEST - 'H'

DRAWING NUMBER

A-1.0

ry-Industrial)
Max Bldg Ht.
2.39 N.A.V.D.



BUILDING 'H'
152,747.11 GSF
(Factory-Industrial)
1-Story
42'-10" Max Bldg Ht.
F.F.E. 12.39 N.A.V.D.

MOMENT FRAME COLUMN
(TYP.) - REFER TO
STRUCTURAL DRAWINGS

HILLSBORO TECHNOLOGY CENTER

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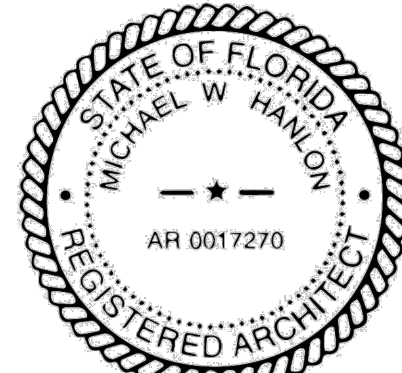
2020-01-21
DIRC COMMENTS - 2
NO. DATE REVISION

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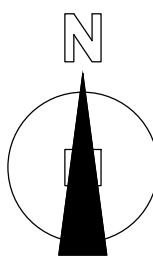


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MICHAEL W. HANLON
FLORIDA REGISTERED ARCHITECT • REG. NUMBER: AR0017270
ELECTRONIC SIGNATURE SERIAL NUMBER:

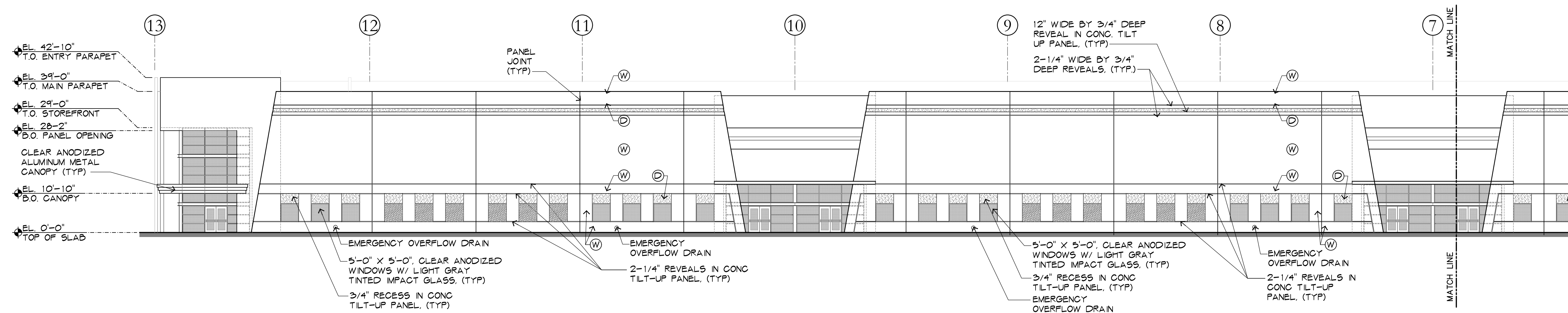
HNM PROJECT NUMBER:
18-033
ISSUED DATE:
2018-12-04
SCALE:
1/16"=1'-0"



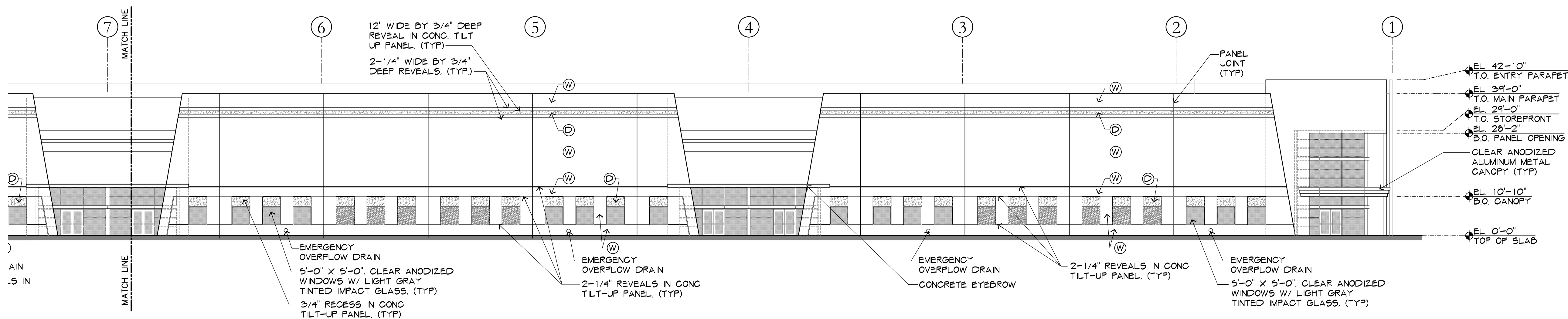
TITLE:
PARTIAL
FLOOR PLAN
EAST - 'H'

DRAWING NUMBER:

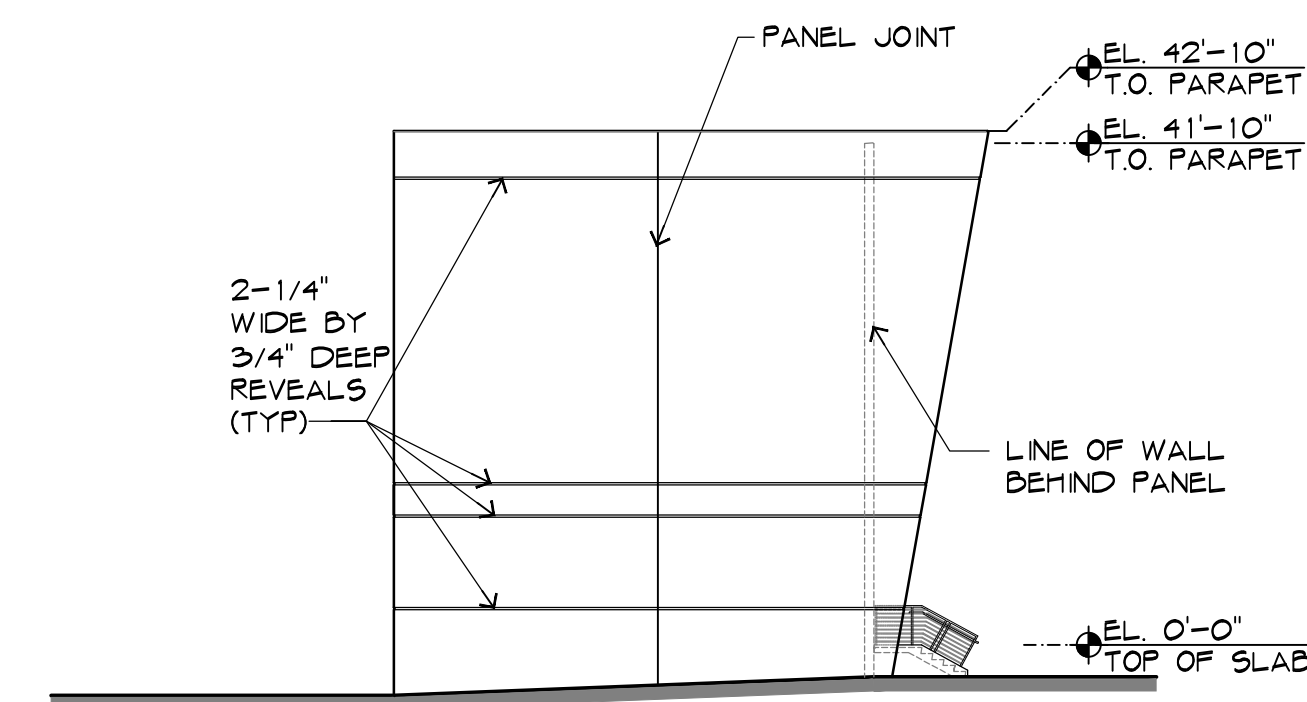
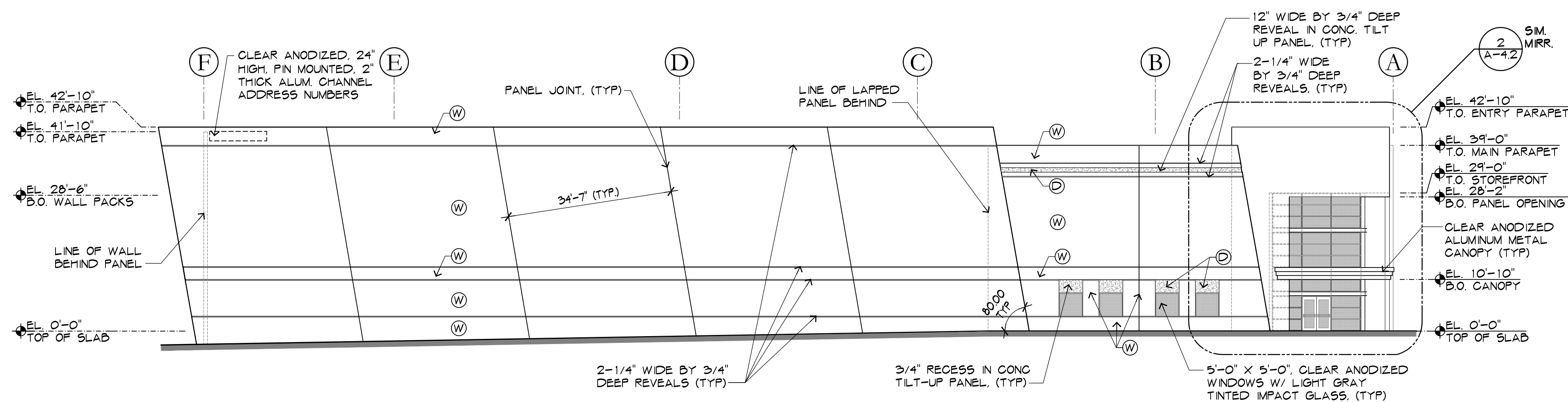
A-1.1



1A	PARTIAL NORTH ELEVATION - 'H'
1/16"=1'.0"	



1B	PARTIAL NORTH ELEVATION - 'H'
1/16"=1'-0"	



2	EAST ELEVATION - 'H'
1/16"=1'-0"	

3
1/16"=1'-0"

HILLSBORO TECHNOLOGY CENTER

INDUSTRIAL BUILDING 'G' & 'H'

600 & 650 Hillsboro Technology Drive
in The City of Deerfield Beach, Florida, 33441

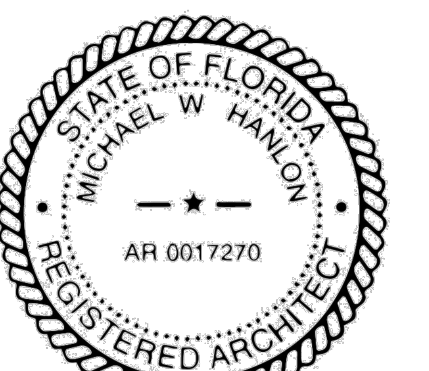
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	2020-02-04 P&Z COMMENTS -1
	2020-01-21 DRC COMMENTS -2
NO.	DATE REVISION

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MICHAEL W. HANLON
FLORIDA REGISTERED ARCHITECT - REG. NUMBER: AR0017270
ELECTRONIC SIGNATURE SERIAL NUMBER:

HNM PROJECT NUMBER:

18-033

ISSUED DATE:

2020-03-12

SCALE:

$$1/16'' \equiv 1'-0''$$

1 / 10	1 0
TIME	

EAST 8 NORTH

EAST & NORTH
=====

BUILDING

ELEVATIONS - 'H'

[illegible]

DRAWING NUMBER:

A 10

A-410

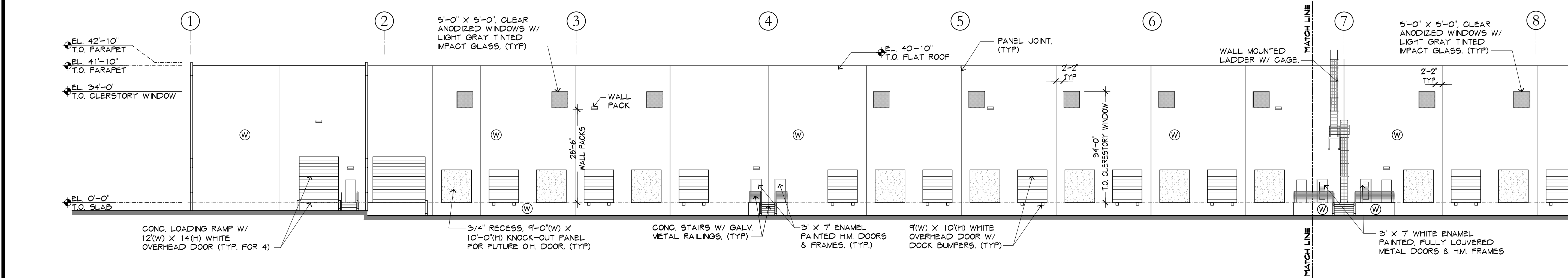
11-4.0

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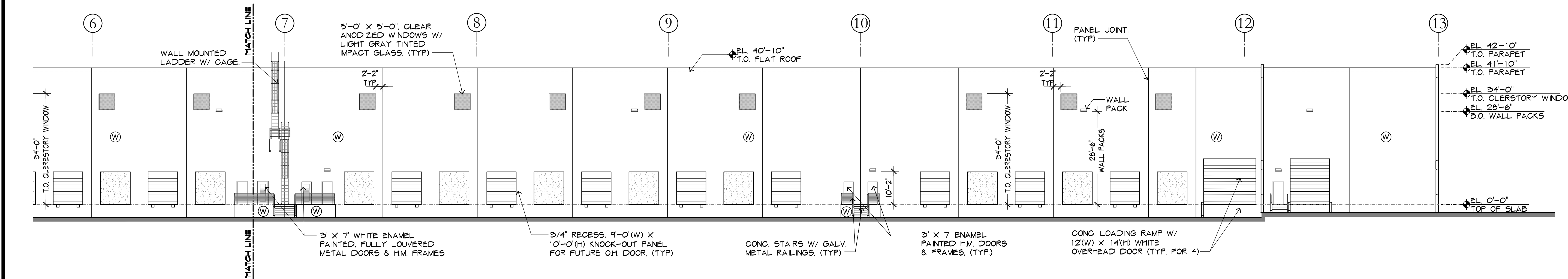
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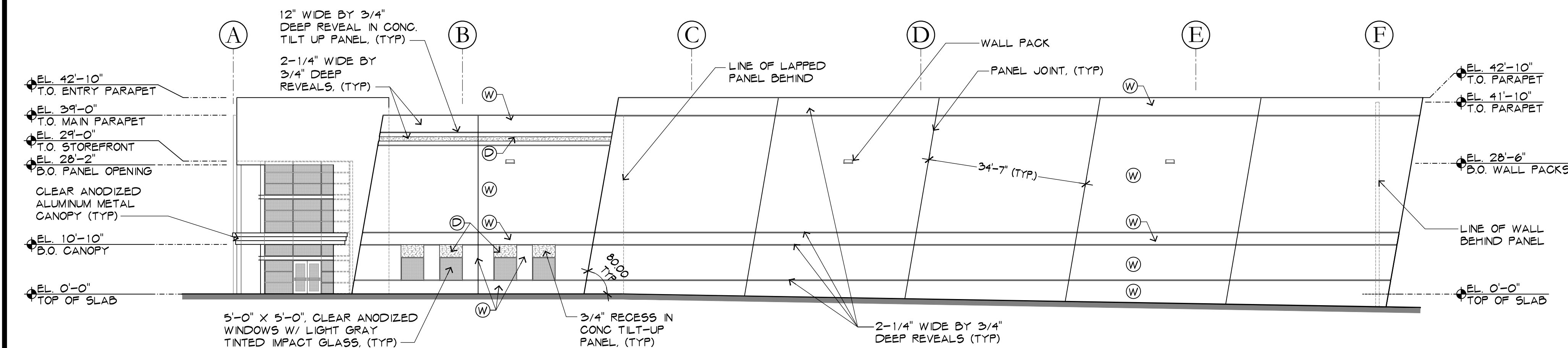
--	--



1A PARTIAL SOUTH ELEVATION - 'H'



1B PARTIAL SOUTH ELEVATION - 'H'



PAINT COLOR LEGEND	
GREEN	SW 6192 "COASTAL PLAIN"
GRAY	SW A-100 "SILVER BULLET"
WHITE	"CANYON WIND" AT 50% LIGHTER
- ALL WINDOWS TO BE CLEAR ANODIZED ALUMINUM FRAMES WITH LIGHT GRAY TINTED IMPACT GLASS. UNO. - EXTERIOR OF ENTIRE BUILDING TO RECEIVE "TEX-COTE" XL-70W PRIMER THEN APPLIED TEXTURE AS NOTED BELOW: - ENTRY PANELS - COARSE TEXTURE - MAIN PANELS - FINE TEXTURE 12" DEEP REVEALS - SMOOTH TEXTURE - ALL COLORS TO BE "SHERWIN WILLIAMS" EXTERIOR ACRYLIC LATEX OR APPROVED EQUAL - ALL METAL RAILINGS TO BE GALVANIZED (NOT PAINTED)	

2 WEST ELEVATION - 'H'

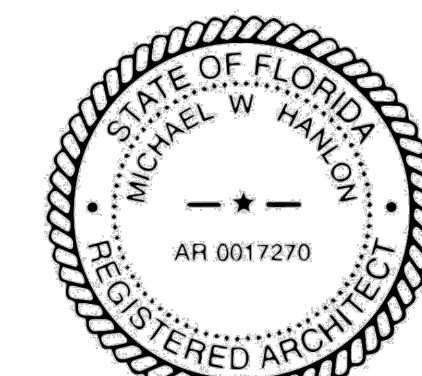
3 LEGEND

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INDUSTRIAL BUILDING 'G' & 'H'
600 & 650 Hillsboro Technology Drive
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2020-01-21	DRC COMMENTS -2
2019-12-12	DRC COMMENTS -1
NO.	DATE
REVISION	

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MICHAEL W. HANLON
FLORIDA REGISTERED ARCHITECT - REG. NUMBER: AR0017270
ELECTRONIC SIGNATURE SERIAL NUMBER:

HNM PROJECT NUMBER:	18-033
ISSUED DATE:	2018-12-04
SCALE:	1/16"=1'-0"

TITLE:
WEST & SOUTH
BUILDING
ELEVATIONS - 'H'

DRAWING NUMBER:

A-4.1

1	LEGEND
N.T.S.	



HILLSBORO TECHNOLOGY CENTER

INDUSTRIAL BUILDING 'G' & 'H'

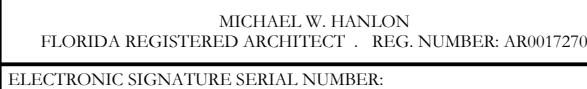
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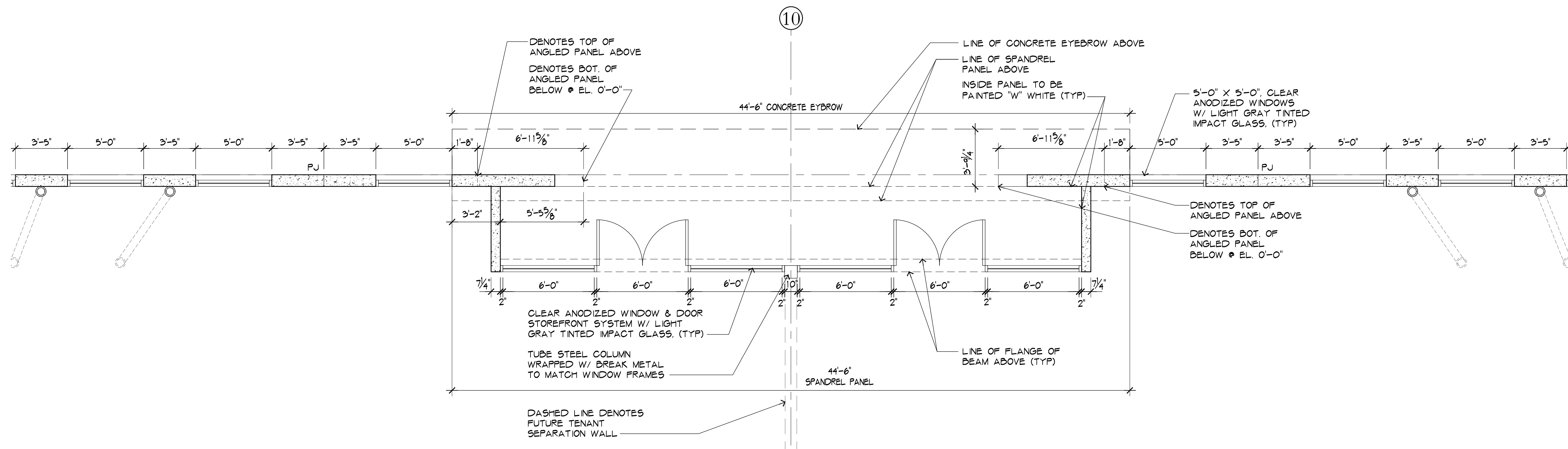


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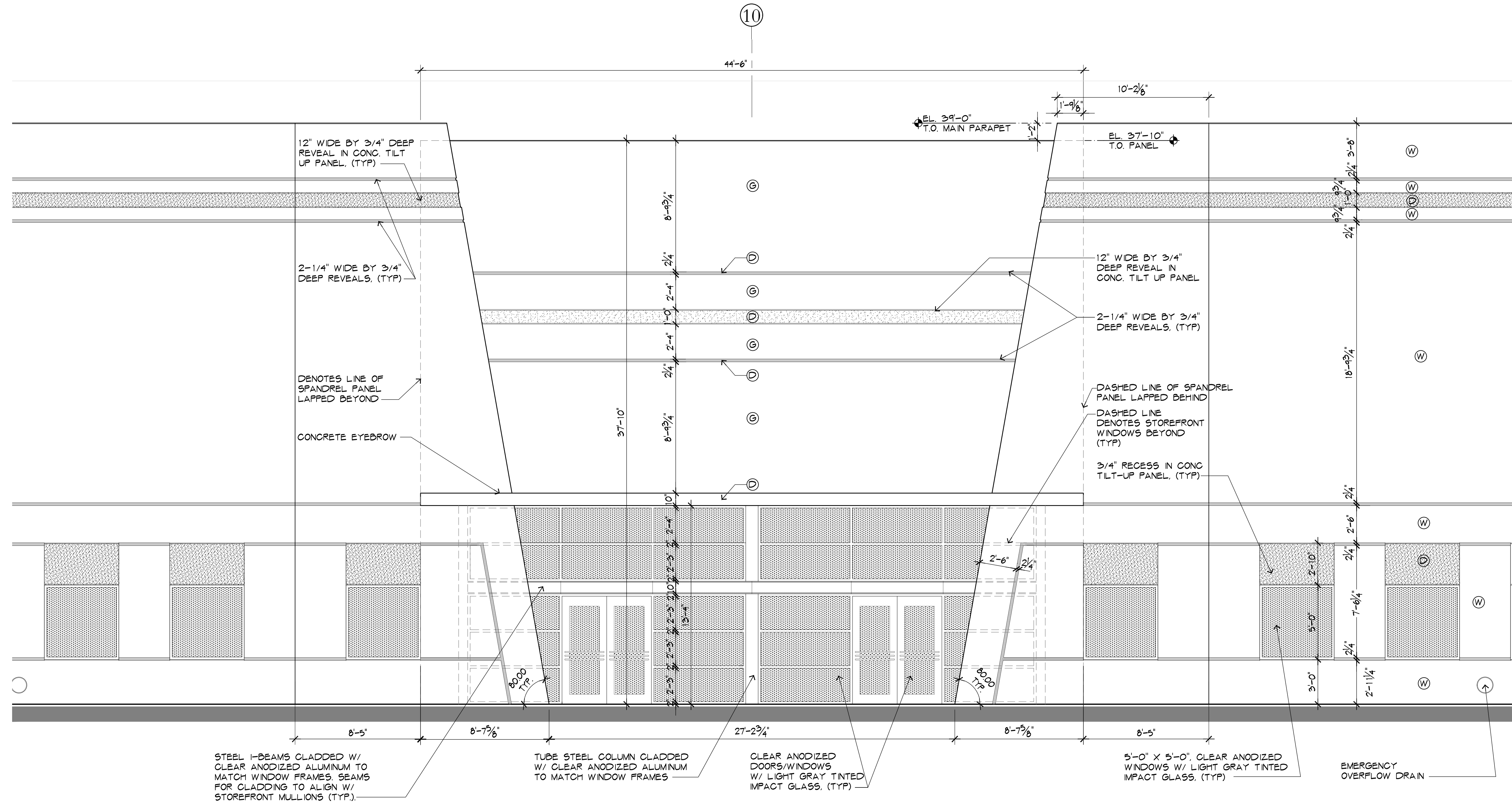
ENLARGED
CORNER ENTRY
PLAN & EL. -'H'

DRAWING NUMBER

A-4.2



1	SECONDARY ENTRIES - PARTIAL PLAN DETAL - 'H'
1/4"=1'-0"	



2	SECONDARY ENTRIES - ELEVATION DETAIL - 'H'
1/4"=1'-0"	

HILLSBORO TECHNOLOGY CENTER

INDUSTRIAL BUILDING 'G' & 'H'

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	2020-02-04 P&Z COMMENTS -1
	2020-01-21 DRC COMMENTS -1
NO.	DATE REVISION

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MICHAEL W. HANLON
FLORIDA REGISTERED ARCHITECT . REG. NUMBER: AR0017270
ELECTRONIC SIGNATURE SERIAL NUMBER:

HNM PROJECT NUMBER:	18-033
ISSUED DATE:	2018-12-04
SCALE:	1/4"=1'-0"

TITLE: ELNARGED
SECONDARY ENTRY
PLAN & ELEV. 'H'

DRAWING NUMBER:

A-4.3



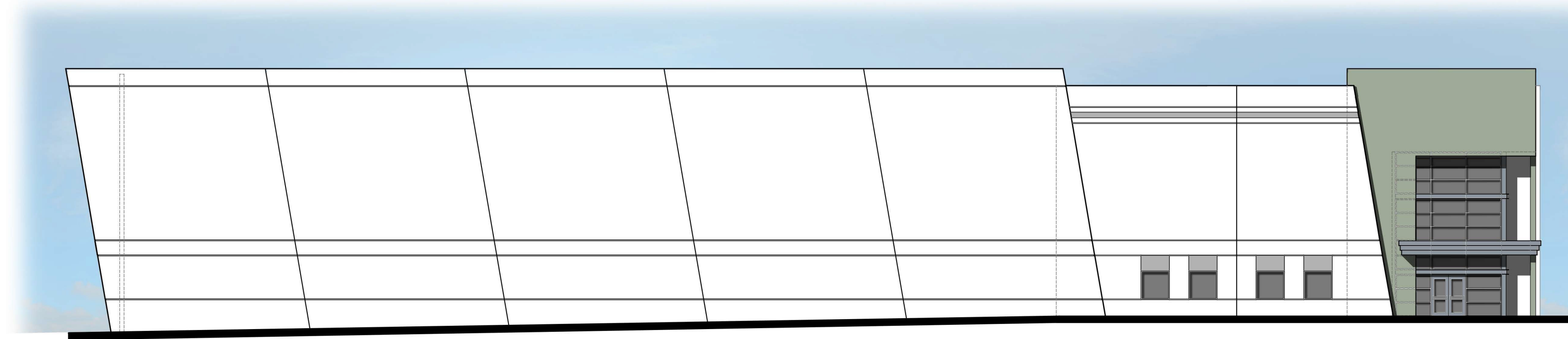
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1/16"=1'-0"

PARTIAL NORTH ELEVATION



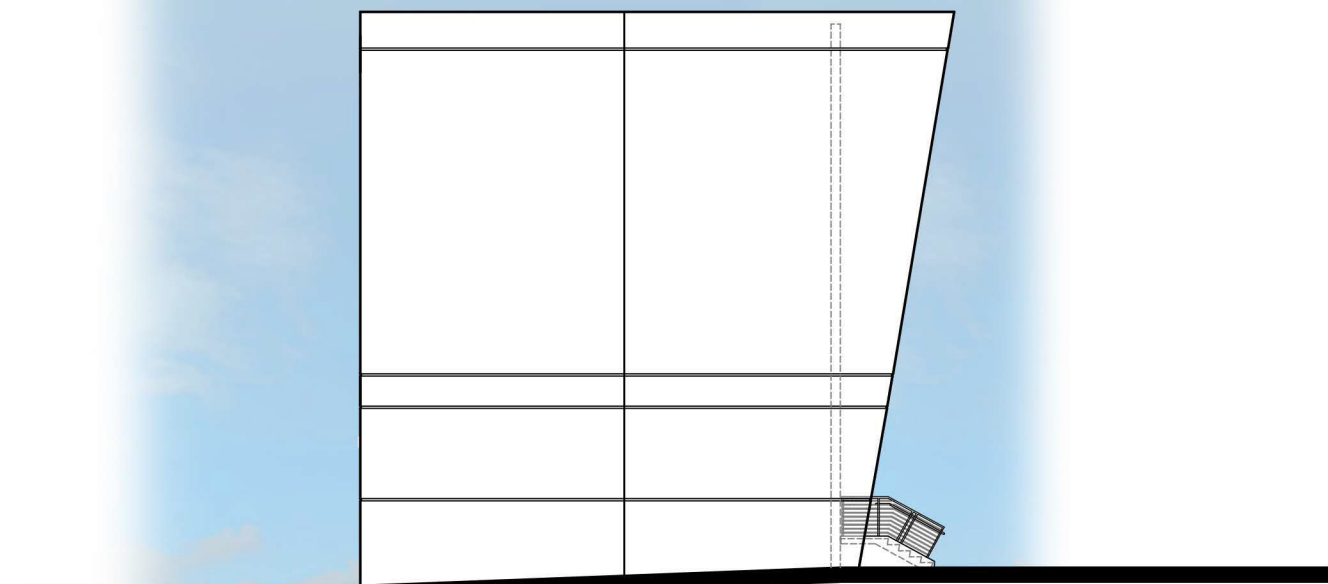
1B
1/16"=1'-0"

PARTIAL NORTH ELEVATION



2
1/16"=1'-0"

EAST ELEVATION



3
1/16"=1'-0"

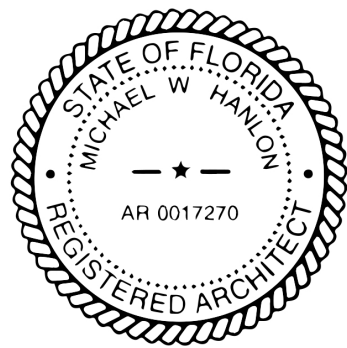
WEST ELEV. @ HAMMERHEAD

HILLSBORO TECHNOLOGY CENTER
INDUSTRIAL BUILDING 'H'
650 Hillsboro Technology Drive
in The City of Deerfield Beach, Florida, 33441

NO. DATE
REVISION

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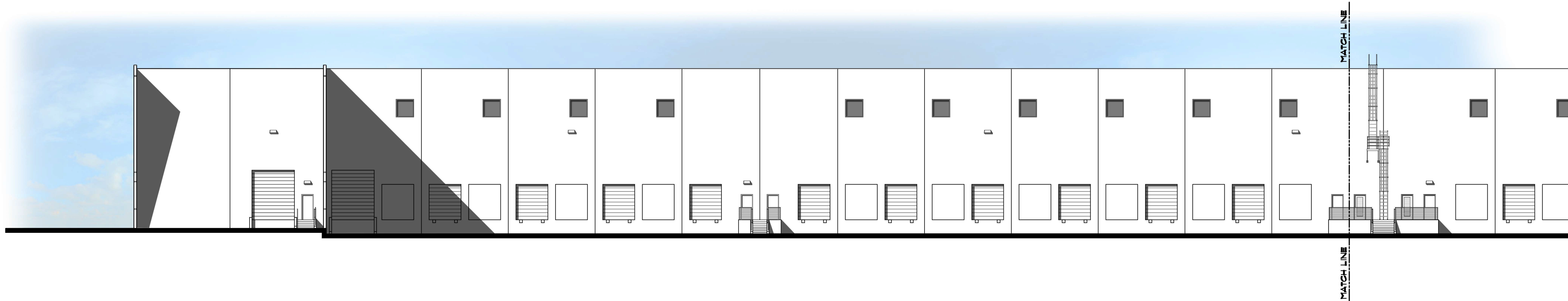


MICHAEL W. HANLON
FLORIDA REGISTERED ARCHITECT • REG. NUMBER: AR0017270
ELECTRONIC SIGNATURE SERIAL NUMBER:

HNM PROJECT NUMBER:
18-034
ISSUED DATE:
2020-03-12
SCALE:
1/16"=1'-0"

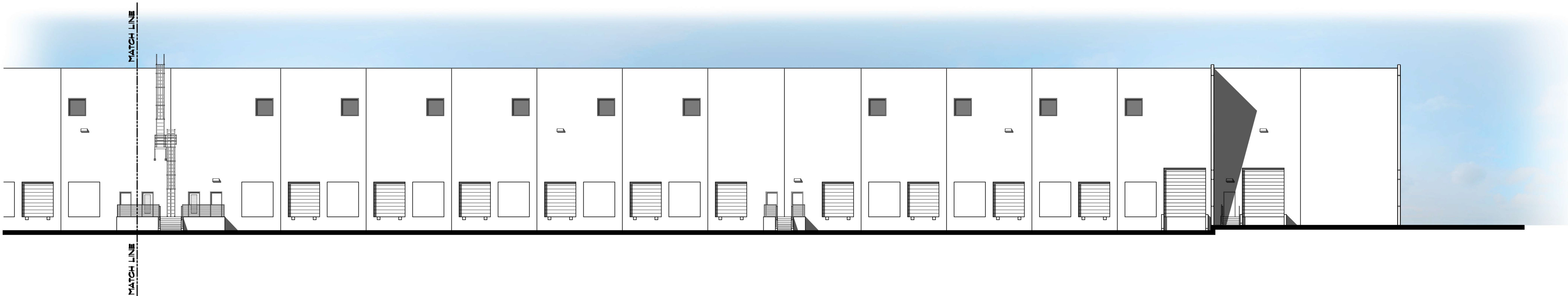
TITLE:
EAST & NORTH
BUILDING
ELEVATIONS

DRAWING NUMBER:
A-4.4



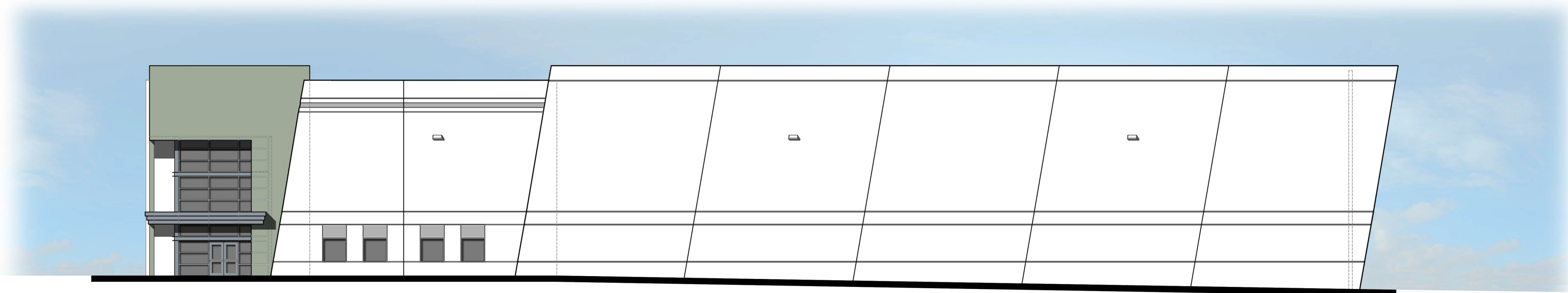
1A
1/16"=1'-0"

PARTIAL SOUTH ELEVATION



1B
1/16"=1'-0"

PARTIAL SOUTH ELEVATION



PAINT COLOR LEGEND:	
Ⓒ	GREEN: SW 6192 "COASTAL PLAIN"
Ⓓ	GRAY: SW A-100 "SILVER BULLET"
⒱	WHITE: "CANYON WIND" AT 50% LIGHTER
- ALL WINDOWS TO BE CLEAR ANODIZED ALUMINUM FRAMES WITH LIGHT GRAY TINTED IMPACT GLASS, UNO. - EXTERIOR OF ENTIRE BUILDING TO RECEIVE "TEX-COTE" XL-70W PRIMER THEN APPLIED TEXTURE AS NOTED BELOW: - ENTRY PANELS - COARSE TEXTURE - MAIN PANELS - FINE TEXTURE 12" DEEP REVEALS - SMOOTH TEXTURE - ALL COLORS TO BE "SHERWIN WILLIAMS" EXTERIOR ACRYLIC LATEX OR APPROVED EQUAL - ALL METAL RAILINGS TO BE GALVANIZED (NOT PAINTED)	

2
1/16"=1'-0"

WEST ELEVATION

HILLSBORO TECHNOLOGY CENTER

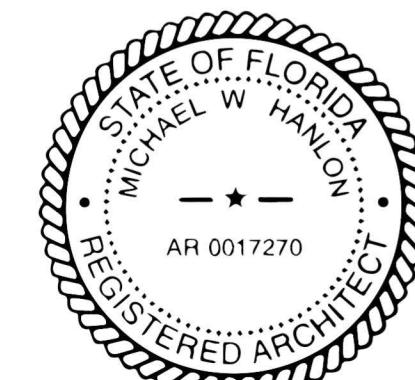
INDUSTRIAL BUILDING 'H'

650 Hillsboro Technology Drive
in The City of Deerfield Beach, Florida, 33441

NO. DATE REVISION

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CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND FIELD CONDITIONS AND NOTIFY ARCHITECT/ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.



MICHAEL W. HANLON
FLORIDA REGISTERED ARCHITECT • REG. NUMBER: AR0017270
ELECTRONIC SIGNATURE SERIAL NUMBER:

HNM PROJECT NUMBER:
18-034
ISSUED DATE:
2018-12-04
SCALE:
1/16"=1'-0"

TITLE:
WEST & SOUTH
BUILDING
ELEVATIONS

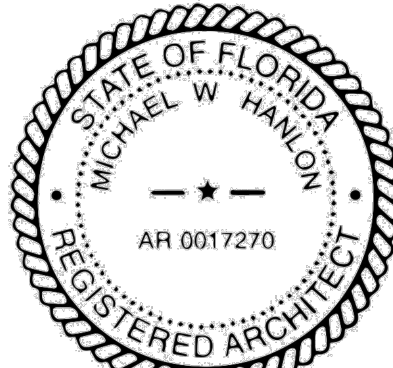
DRAWING NUMBER:
A-4.5

HILLSBORO TECHNOLOGY CENTER
INDUSTRIAL BUILDING 'G' & 'H'
600 & 650 Hillsboro Technology Drive
in The City of Deerfield Beach, Florida, 33441

NO.	DATE	REVISION
	2020-01-21	DRC COMMENTS -1

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ISSUED DATE:

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SCALE:

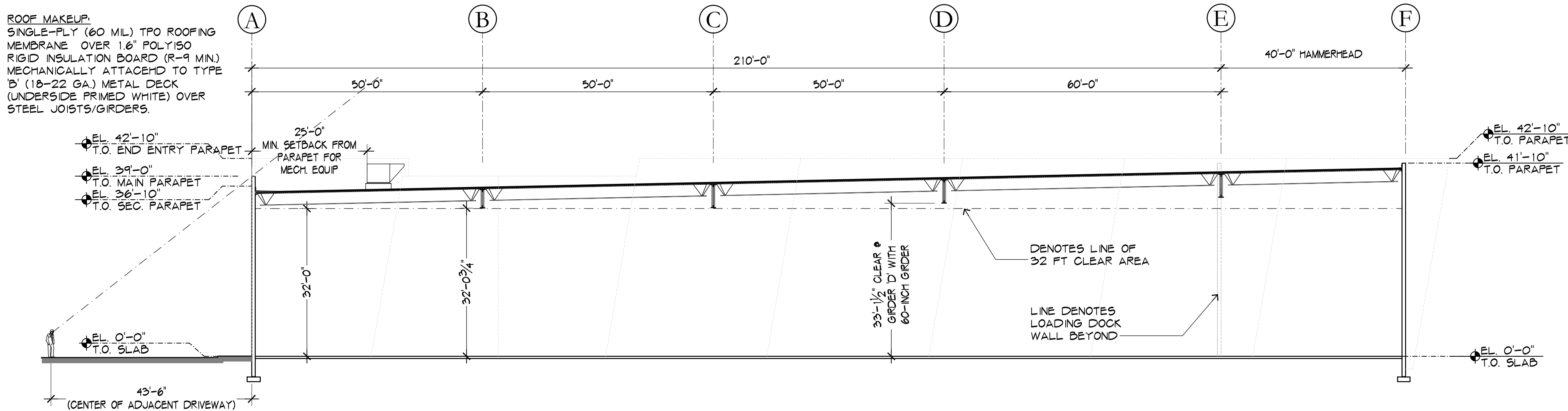
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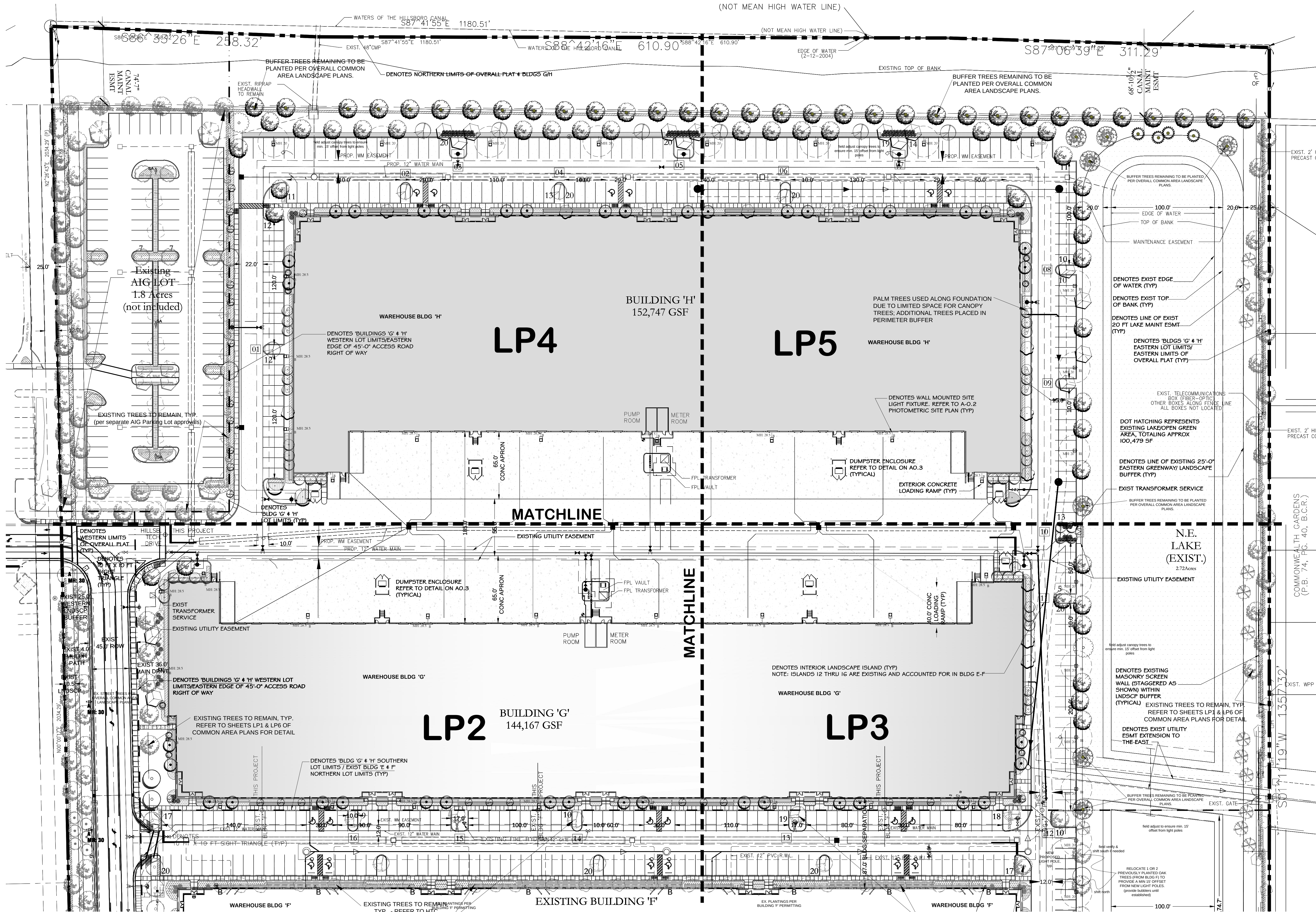
TITLE:

BUILDING SECTION &
ROOFTOP SCREENING
DIAGRAM - 'H'

DRAWING NUMBER:

A-5.0

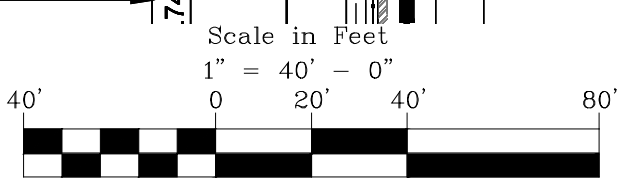




OVERALL LANDSCAPE PLAN

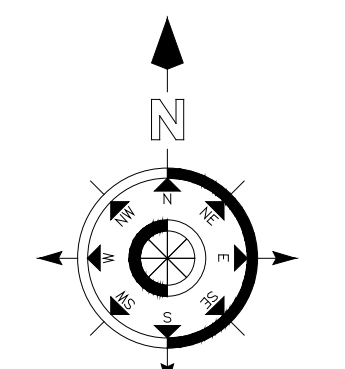
OVERALL HTC LANDSCAPE NOTE:
ANY TREES AND/OR SHRUBS THAT ARE MISSING OR IN DECLINE FROM THE EXISTING HTC SITES, IN THE INTERIOR AND PERIMETER LANDSCAPE AREAS, SHALL BE REPLACED AS NEEDED PRIOR TO FINAL LANDSCAPE SIGN-OFF OF BUILDING G & H.

EXISTING TREES TO REMAIN, TYP. - REFER TO HTC BUILDING E & F PLANS FOR DETAIL





Lynn Bender Landscape Architecture
5610 Adair Way
Lake Worth, FL 33467
Phone: 561-644-3237
Lbenderlarch@gmail.com
FL-LA666715



HILLSBORO TECHNOLOGY CENTER INDUSTRIAL PARK
North of Fairway Drive & West Hillsboro Blvd.
Deerfield Beach, Florida

LANDSCAPE PLAN BUILDINGS G & H

Prepared for Butters Construction & Development

5	light three adjustment P&Z COMMENTS-3	3/11/20
4	add lights P&Z COMMENTS-2	2/28/20
3	add lights P&Z COMMENTS-1	2/3/20
2	bldg dept comments	1/20/20
1	bldg dept comments	12/13/19

5	light three adjustment P&Z COMMENTS-3	3/11/20
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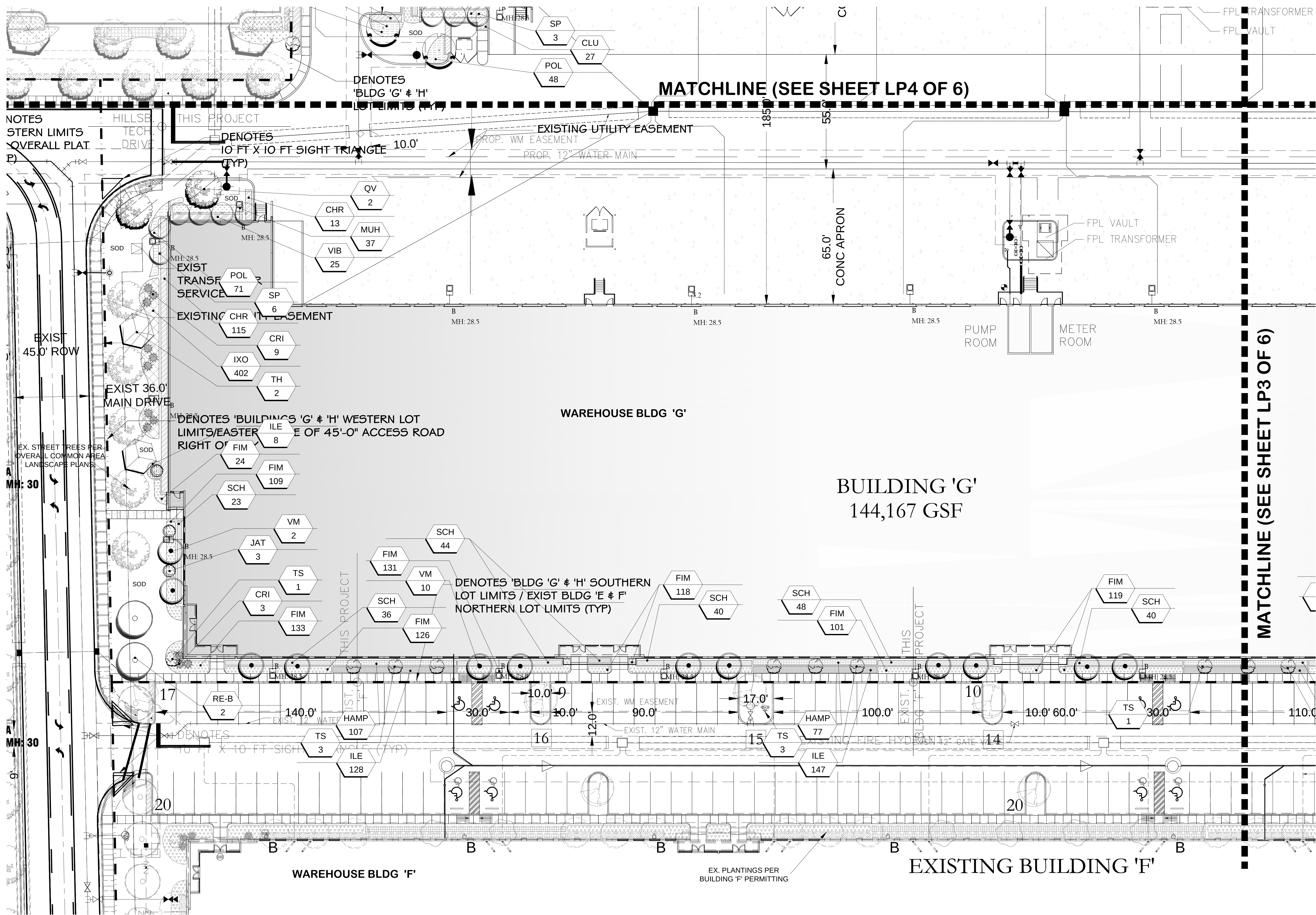
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Date: 11-5-2018

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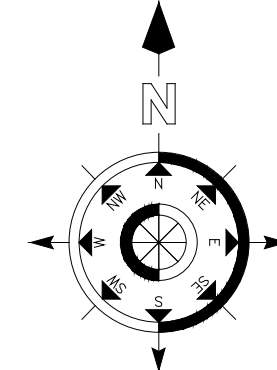
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OF 6





**Lynn Bender
Landscape
Architecture**
5610 Adair Way
Lake Worth, FL 33467
Phone: 561-644-3237
LBenderLarch@gmail.com
FL-LA6666715



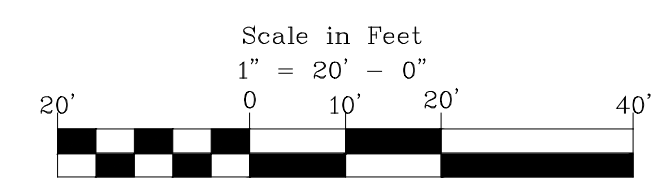
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LANDSCAPE PLAN BUILDINGS G & H

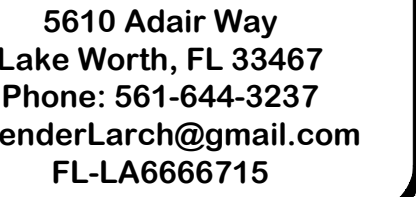
Prepared for Butters
Construction & Development

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2	bldg dept comments	1/20/20
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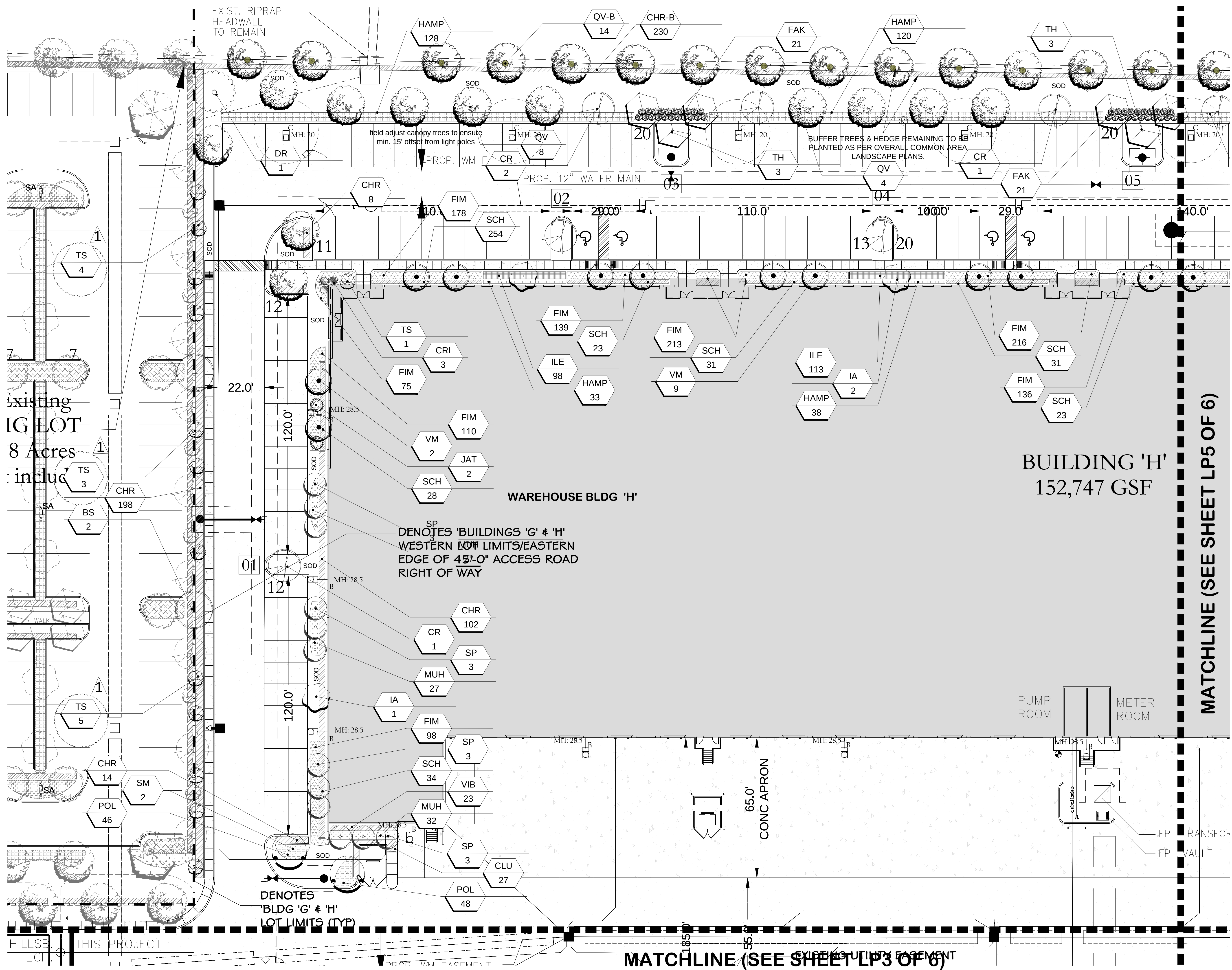
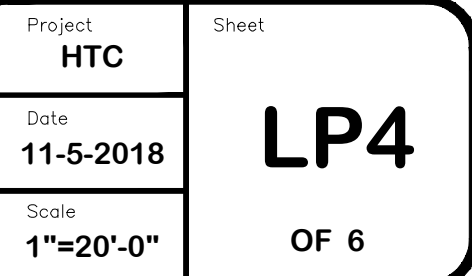
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Date 11-5-2018	OF 6
Scale 1"=20'-0"	

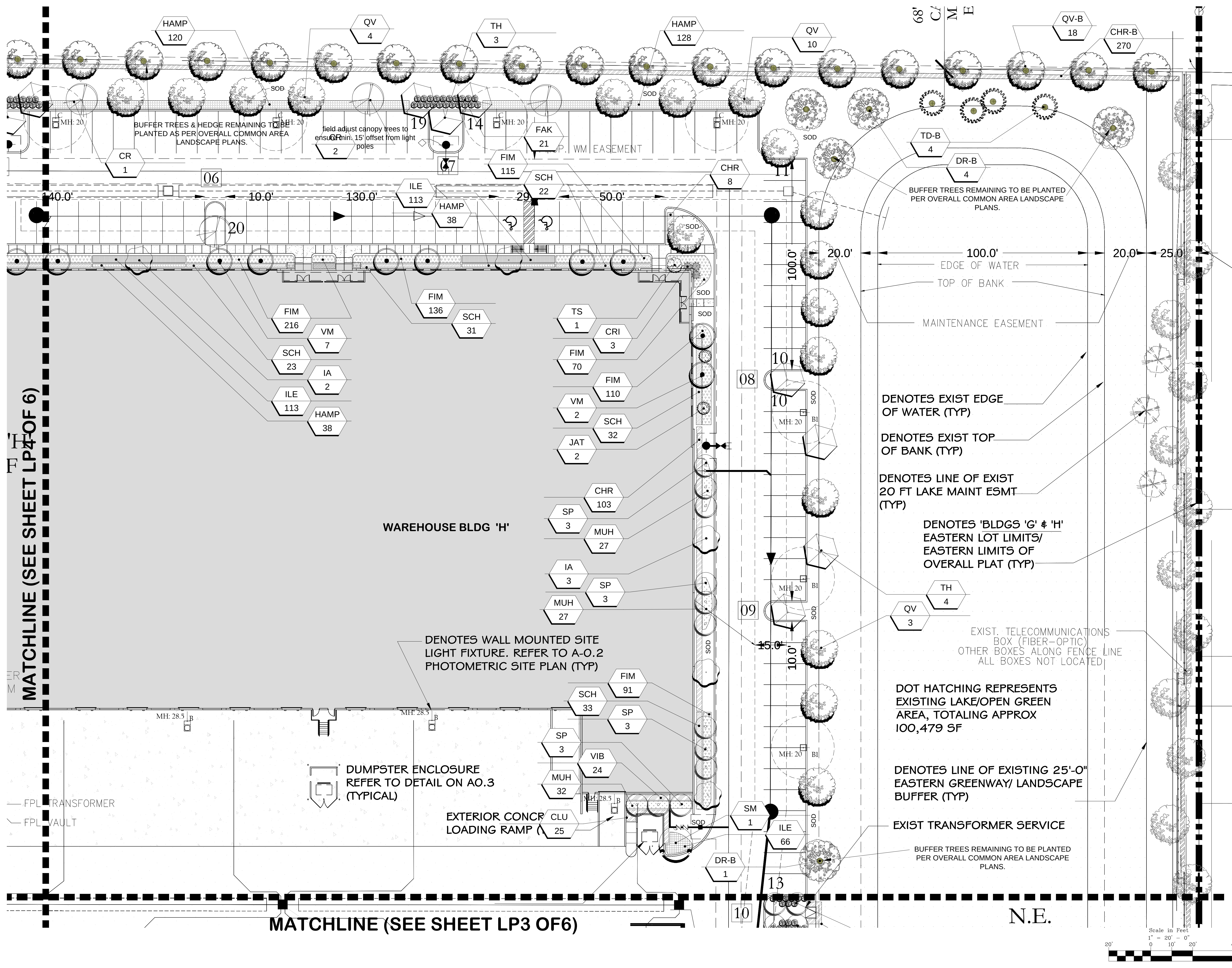




Prepared for Butters
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4	add lights P&Z COMMENTS-2	2/28/20
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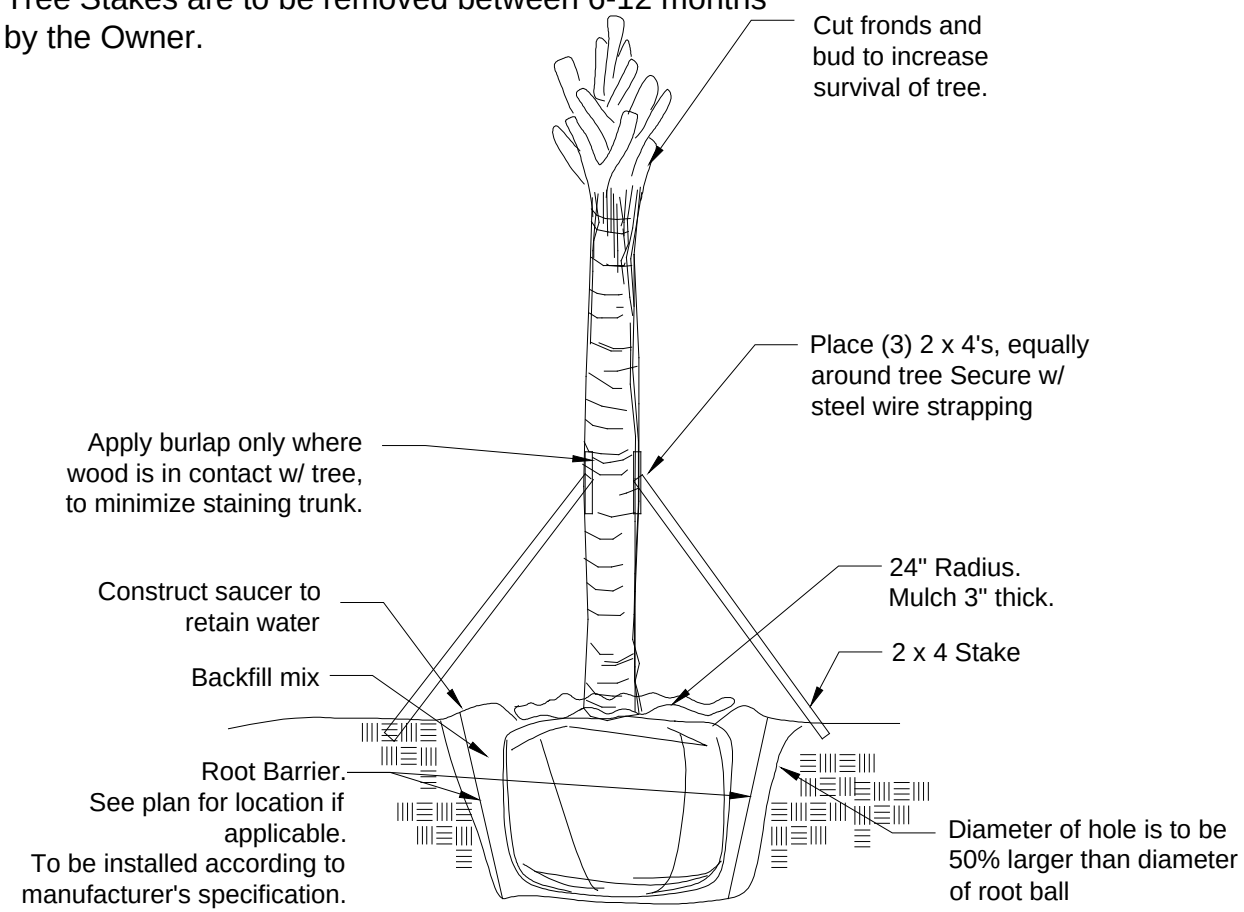


Project HTC	Sheet LP5
Date 11-5-2018	Scale 1"=20'-0"
OF 6	

Palm Planting Detail

Tree Stakes are to be removed between 6-12 months by the Owner.

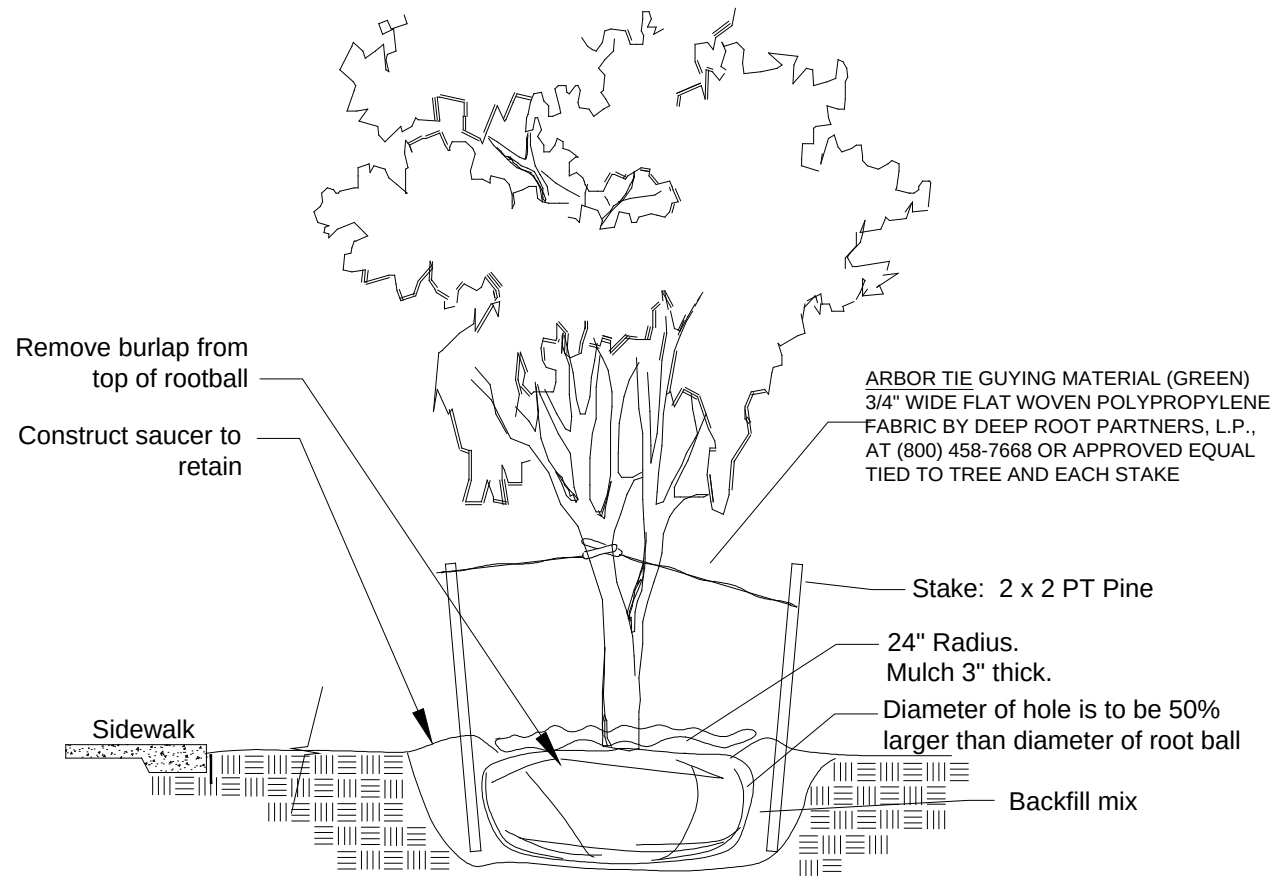
NTS



Tree Planting Detail

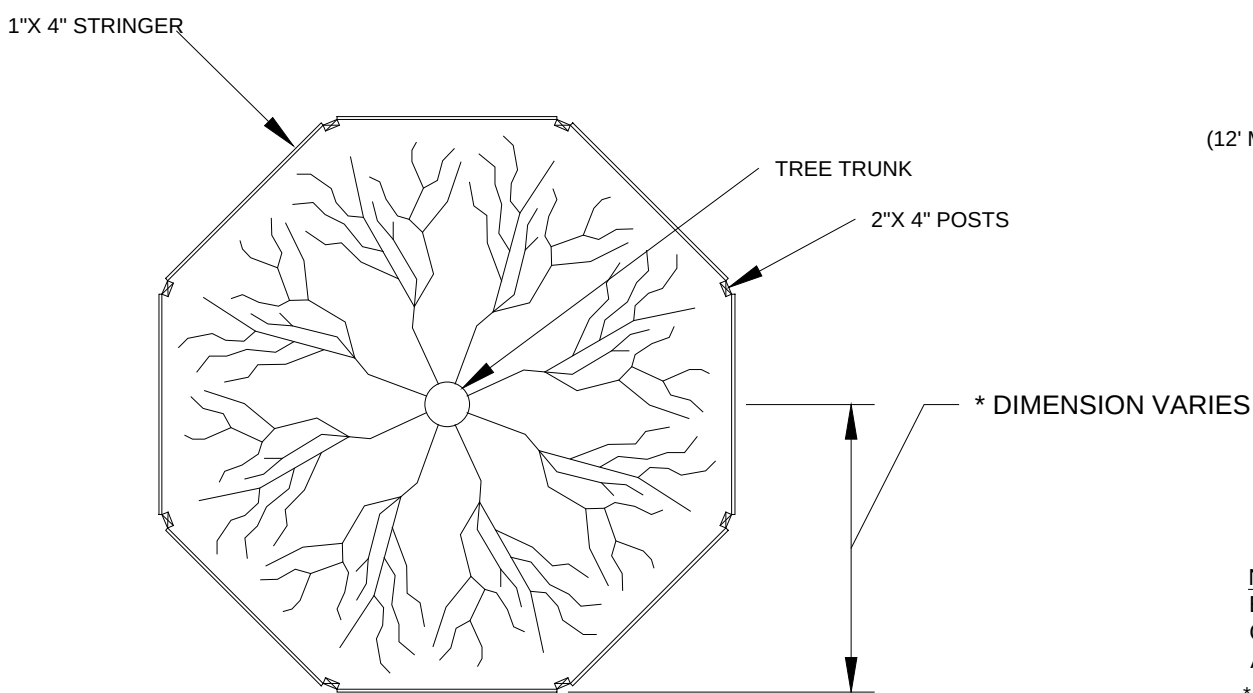
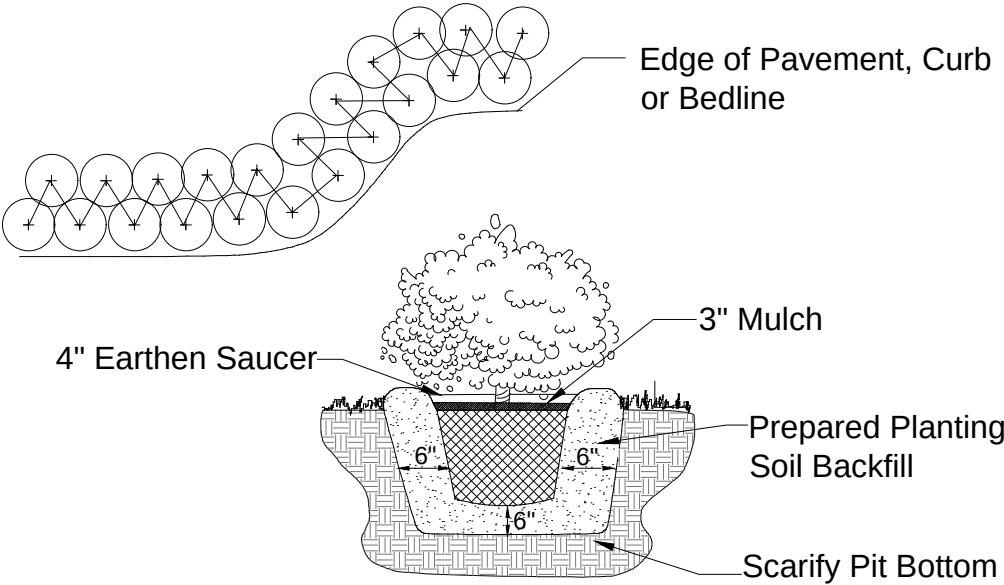
Tree Stakes are to be removed between 6-12 months by the Owner.

NTS



Shrub & Groundcover Planting Detail

Note: All Shrubs And Groundcover Shall Be Triangular Spaced Along Straight Edges And Will Be Planted In Parallel Rows Along Curved Edges.



NOTE: FOR GROUPS OF TREES, PLACE BARRICADES BETWEEN TREES AND CONSTRUCTION ACTIVITY.

NOTE: BARRICADE CIRCLE TO BE CENTERED ON TREE TRUNK(S). FOR GROUPS OF TREES, PLACE BARRICADES BETWEEN TREES AND CONSTRUCTION ACTIVITY.

* TREE PROTECTION BARRICADES SHALL BE LOCATED TO PROTECT EXISTING, RELOCATED AND NEW TREES IN CONSTRUCTION AREAS. THE PROTECTIVE BARRIER SHALL BE PLACED AROUND THE TREE AT A DISTANCE 6 FEET FROM THE TREE TRUNK OR AT THE CANOPY DRIP LINE, WHICHEVER IS GREATER OR AS SHOWN ON LANDSCAPE PLAN.

TREE PROTECTION BARRICADE DETAIL



LANDSCAPE NOTES:

FDOT Type D or F curb shall be provided along the perimeter of all landscaped, open space, drainage and grassed areas adjacent to paved vehicular use areas, except where wheel stops are provided.

Safe sight triangles shall be maintained clear of vegetation to provide unobstructed visibility between 30" and 8' above crown of road.

Light poles, fire hydrants, electrical/mechanical equipment, signs, drainage structures, etc. shall not interfere with landscaping in terminal islands, parking islands, medians, buffers or other landscaped areas.

Landscape shall not be placed around structures in a manner so as to impede accessibility for fire rescue operations..

All new landscape areas shall be provided with 100 % automatic irrigation coverage. A Functioning rain sensor/shut-off device shall be required on all irrigation systems.

Mulch all plant beds as specified in details using hardwood, non-cypress to 3" depth.

The soil utilized within the parking island areas MUST be a minimum of 36" in depth of natural soil NOT consisting of road rock, imported fill or other miscellaneous debris..

FOR ALL TREE PLANTINGS :

Synthetic burlap ball covering materials shall be completely remover.

Wire baskets shall be cut off to a depth of 1/2 (half) the depth f the root ball.

Burlap coverings shall be removed to a depth of 1/3 (third) of the root ball.

Any tree support materials shall be removed from each tree once it is established.

All Canopy trees shall be planted no closer than 10' to any underground utilities UNLESS a root barrier is used.

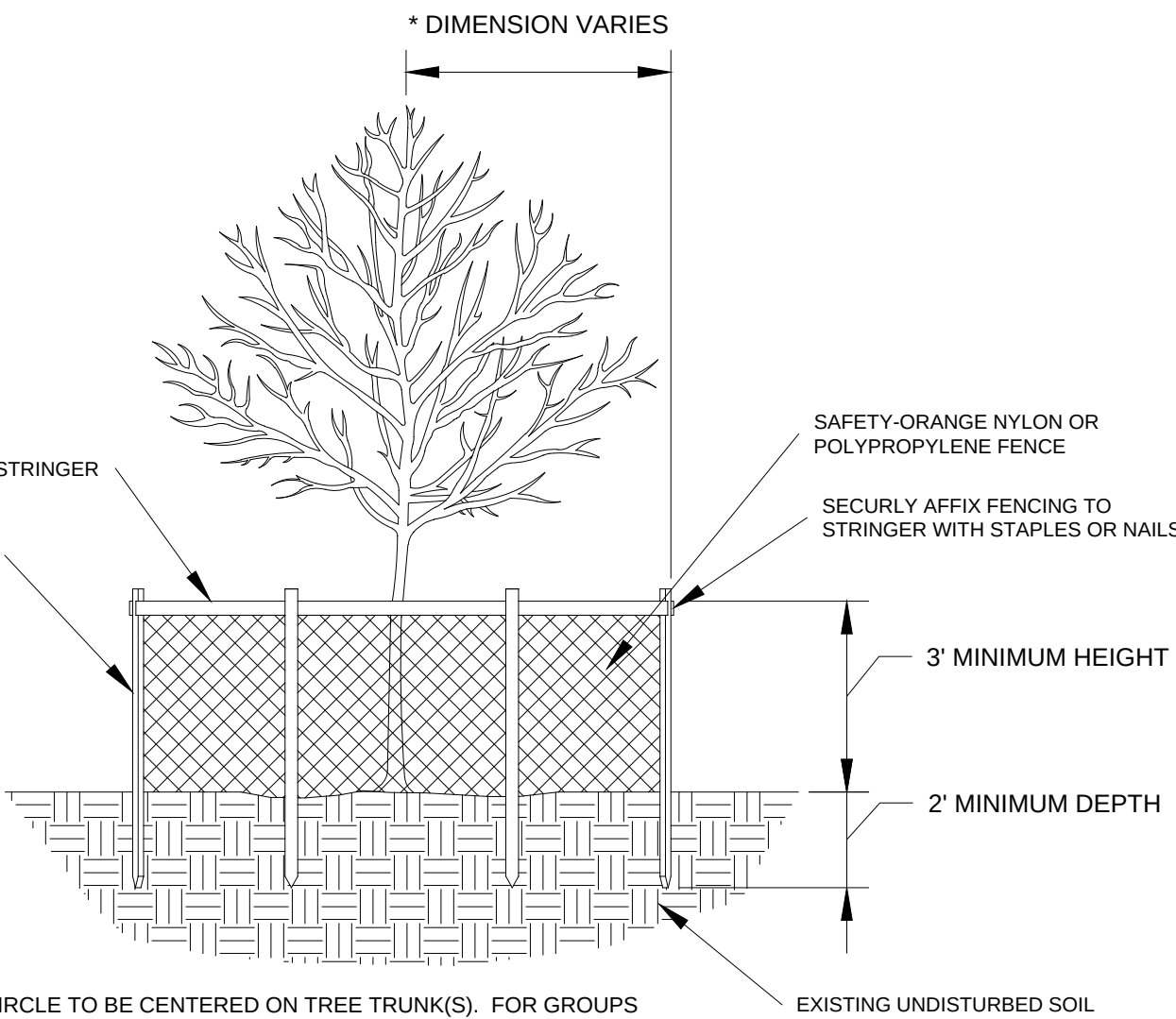
Root Barrier to be installed shall be a min 36" depth

Install as per Manufacture specs:

Root Solutions (800)554-0914

Biobarrier (800)257-6687 Or Equal

If any proposed Trees/Palms are adjacent to exiting overhead utility lines, then principles of FPL "Plant the Right Tree in the Right Place" shall be adhered to. Alteration of proposed material shall be reviewed by Project LA for approval & notification to City.



Plant List

Warehouse Buildings G & H Planting Plan

NOTE: SYMBOLS REFERENCED WITH -B (e.g. #B) ARE ADDITIONAL PLANTINGS REMAINING TO BE INSTALLED AS PER OVERALL HTC COMMON AREA BUFFER PLANS.

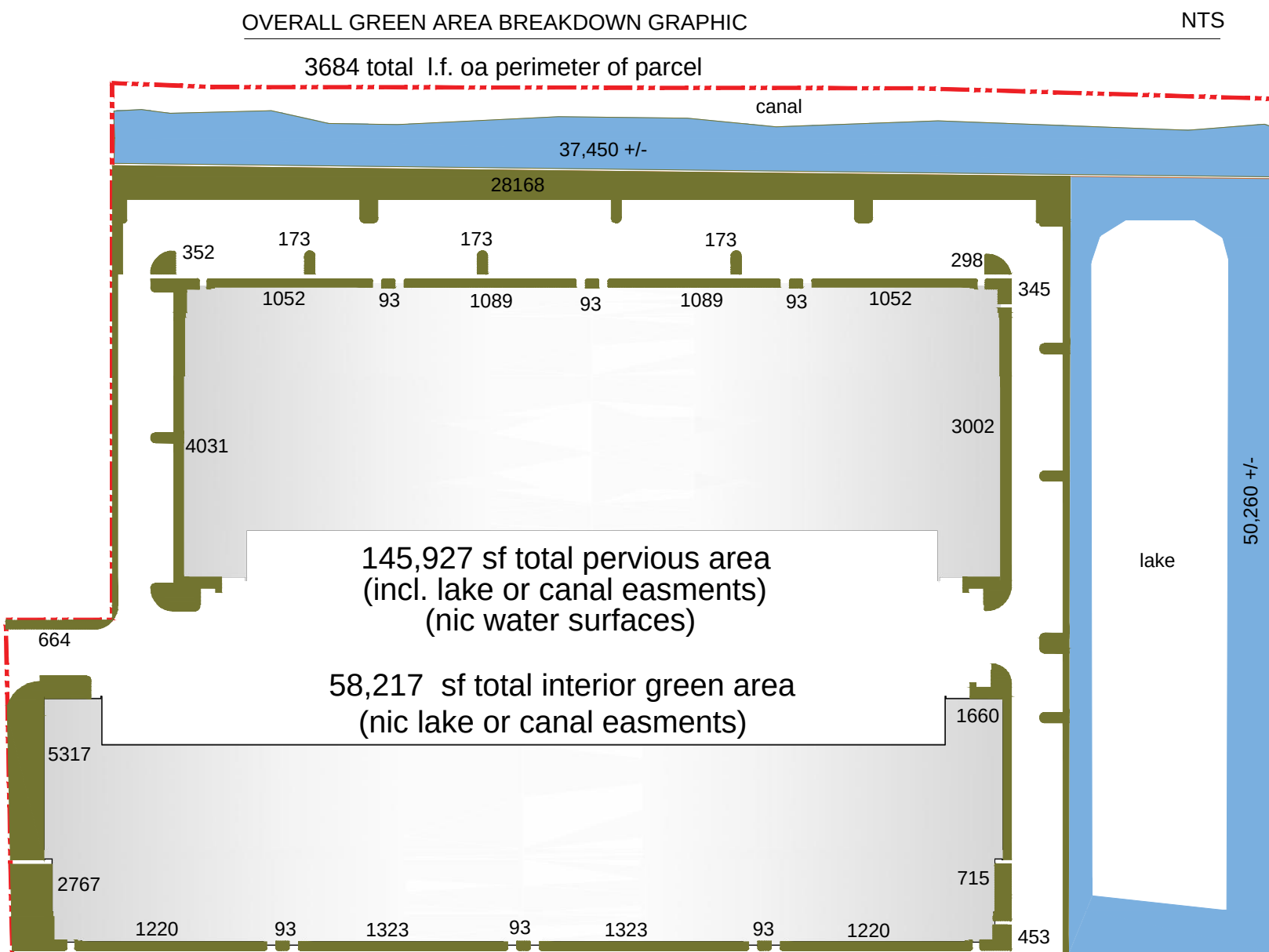
Total Proposed	Qty	Sym	Botanical Name	Common Name	Specification	Native	Maintanance
94	Trees						
4	CR		Clusia rosea	Pitch Apple	12" ht x 6' spr ; 3" cal.	Y	Maintain tree form, remove dead branches only.
11	IA		Ilex attenuata	East Palatka Holly	12" ht x 6' spr; 3" cal	Y	Maintain tree form, remove dead branches only.
38	QV		Quercus virginiana	Live Oak	18" - 20' ht. x 7'-8" spd, 4.5" cal	Y	Maintain tree form, remove dead branches only.
32	QV-B		Quercus virginiana	Live Oak	14' X 7' oa, 3.5" cal.	Y	Maintain tree form, remove dead branches only.
4	TD-B		Taxodium distichum	Bald Cypress	14' - 18" x 7"; 3.5" cal.	Y	Maintain tree form, remove dead branches only.
3	SM		Swietenia mahagoni	Mahogany	14'-16" ht x 6'-7" spr, 3.5" cal.	Y	Maintain tree form, remove dead branches only.
2	BS		Bursera simaruba	Gumbo Limbo	14'-16" ht x 6'-7" spr, 3.5" cal.	Y	Maintain tree form, remove dead branches only.
51	Flowering Trees						
27	TS		Tecoma stans	Yellow Elder	10'-12" ht x 5' spd, 2 1/2" cal.	Y	Maintain tree form, remove dead branches only.
15	TH		Tabebuia heterophylla	Pink Tab	10'-12" ht x 5' spd, 2 1/2" cal.	N	Maintain tree form, remove dead branches only.
2	DR		Delonix regia	Royal Poinciana	10'-12" ht x 5' spd, 2 1/2" cal.	Y	Maintain tree form, remove dead branches only.
7	DR-B		Delonix regia	Royal Poinciana	14' x 7' oa; 3.5" cal.	Y	Maintain tree form, remove dead branches only.
96 @ 3:1 = 31 tree credits	Palms						
44	SP		Sabal palmetto	Cabbage Palm	22" gw min.; 28'-30" oa; stig hts.	Y	Remove dead fronds, and seed pods.
50	VM		Veitchia montgomeryana	Montgomery Palm	22" gw min	N	Remove dead fronds
2	RE-B		Roystonea elata	Florida Royal Palm	20" gw; matched	Y	Remove any unfallen fronds, or seed pods
30	Accents						
21	CRI		Crinum asiaticum	Crinum Lily	10 gal. full; 30" ht min	N	Removed Dead Leaves, spray w/copper
9	JAT		Jatropha hastata	Jatropha	5'- 6" ht X 4' spr; full	N	Maintain tree form, remove dead branches only.
5207	Shrubs						
635	CHR		Chrysobalanus icaco 'rt'	Red Tip Cocoplum	24" height min; plant tip to tip.	Y	Maintain 36"-48"
500	CHR-B		Chrysobalanus icaco 'rt'	Red Tip Cocoplum	24" height min; plant tip to tip.	Y	Maintain 36"-48"
83	CLU		Clusia guttifera	Small Leaf Clusea	24" height min; plant tip to tip.	Y	Maintain 48"-72"
3119	FIM		Ficus microcarpa	Green Island Ficus	3 gallon 18"x18"; 18" o.c.	N	Remove dead leaves
264	MUH		Muhlenbergi capallariensis	Muhly Grass	24" x24" min. full 2' o.c.	Y	Cut back once a year as necessary
937	SCH		Schefflera arboricola variegatum	Var. Dwarf Schefflera "Capella"	24" height min; plant tip to tip.	N	Maintain 30"-48"
81	FAK		Tripsacum floridana	Florida Gama Grass	24" x24" min. full 2' o.c.	Y	Maintain 36" ht
88	VIB		Viburnum suspensum	Sandakwa Viburnum	24" x24" min. full 2' o.c.	Y	Maintain 36" ht
1383	Flowering Shrubs						
402	IXO		Ixora spp. 'Singapore'	Yellow Ixora	3 gallon 16"x16"; 16" o.c.	N	Maintain 24"-36"
981	HAMP		Hamelia patens var. glabra	Dwarf Firebush	3 gallon 18"x18"; 18" o.c.	N	Maintain 36"- 48"
1132	Groundcovers						
967	ILE		Ilex vomitoria 'Shillings'	Dwarf Yaupon Holly	3 gallon 16"; 20" o.c.	Y	Maintain 24"
165	POL		Polypodium	Dwf. Wart Fern	1 gallon 12"; 18" o.c.	Y	Keep plants within bed areas
TBD	SOD		Stenotaphrum secundatum	St. Augustine Floritam Sod	Certified Disease & Insect Free		Mulch on an annual basis, replenish areas as necessary
TBD			Mulch	Eucalyptus "Grade A"	3" thick		

Notes

- All Plants shall be Florida No. 1 or Better.
- Landscape Contractor shall review plans and indicate any availability problems at time of bid. Landscape contractor shall be responsible bidding and installing all plantings as they are drawn on the plan, and shall verify the accuracy of the plant list vs the drawn plan, at the time of bid.
- All plants indicated in zones, C or S, are susceptible to damage from cold temperatures.
- Contractor shall maintain all plantings until acceptance by Owner.
- All beds shall be weed free until acceptance by owner. Wherever weeds are present in turf beds or landscape beds, a round application to kill these weeds before sodding or planting shall be required.
- All Trees and Palms shall be warranted for a period of 6 months. All Shrubs shall be warranted for a period of 90 days. All Sod shall be warranted for a period of 30 days. Warranty begins at time of acceptance of project.
- All Sod shall be warranted for 30 days.
- It is the landscape contractor's responsibility to coordinate w/ the irrigation contractor to ensure adequate coverage exists.
- Contractor shall install a Bio Barrier Fabric around all palms within 4' of pavement or planter walls, and all large canopy trees within 10' of a sidewalk.
- Contractor shall be licensed and insured.
- Contractor shall maintain site in a clean fashion and shall remove any waste that he creates.
- Landscape Contractor shall have a pre-construction review of plans w/ Landscape Architect prior to ordering plant material, to verify plans are current, and that no changes are necessary. Contractor shall also schedule a walk thru to allow Landscape Architect to review flagging and placement of plantings prior to installation. These above mentioned meetings are important to the quality control of the project. Landscape contractor understands that if work commences without these meetings, that the owner and Landscape Architect have the ability to make field changes to the plans at the Landscape Contractors expense.
- General Contractor / Site contractor shall make certain that all soil for planting areas shall be of suitable landscape quality fill. Soil shall be comprised of a sandy base, and have good organic and good percolation qualities.
- General Contractor / Site contractor shall make certain all limerock, and excessively compacted soils shall be removed from planting beds.
- Landscape Contractor shall make certain that the site conditions meet to their satisfaction before installing plant material.
- If Landscape contractor has any concerns over the survivability of plant materials, he must inform the owner immediately.

OVERALL HTC LANDSCAPE NOTE:

ANY TREES AND/OR SHRUBS THAT ARE MISSING OR IN DECLINE FROM THE EXISTING HTC SITES; IN THE INTERIOR AND PERIMETER LANDSCAPE AREAS, SHALL BE REPLACED AS NEEDED PRIOR TO FINAL LANDSCAPE SIGN-OFF OF BUILDING G & H.



MINIMUM LANDSCAPE REQUIREMENTS	REQUIRED	PROVIDED
PERIMETER TREES (1:30 LF)	123 (3684 / 30)	160 * - 37 existing 123 proposed
3684 l.f. of perimeter for overall G & H Parcel boundaries (incl north canal easement, eastern lake & HTC common area buffer easements)		
NOTE: southern perimeter abuts previously permitted parking lot for Building F. Only foundation plantings proposed for this area. Additional trees proposed or existing adjacent to all other buffers.		
INTERIOR TREES (1:1500 SF pervious area req)	39 (58,217 / 1500)	39
145,927 sf of pervious landscape open space is the Total green within the G&H parcel, including east lake maintenance area and the north canal bank easement. (refer to graphic, this sheet)		
145,927 less 87,710 sf easement = 58,217 sf within G&H parcel for interior tree calculations		
PARKING LOT TREES (1 per end & interior islands)	17	17
6 - end islands within the G&H parcel		
11 - interior islands (note: islands #12 thru #16 as labeled on plans are existing per previously permitted E&F bldgs. with trees credited during E&F permitting. They are NIC with these calculations)		
FLOWERING TREES (10% of required # of trees)	18	51
TREES INSTALLED @ + HT (50% of required # of trees)	90	**103
(installed size relating to the structure height of 36' +)		
PALMS (20% max of required # of trees)	36	94 (@ 3:1 = 31 tree credits)
(NIC 2 proposed common area street tree palms)		
SHRUBS / GROUNDCOVER (20 per required # of trees)	3,580	8222
FLOWERING SHRUBS (10% of required # of shrubs)	358	1383

* INCLUDES EXISTING COMMON AREA BUFFER TREES, STREET TREES AND SHRUBS PROVIDED IN HTC COMMON AREA PLANTINGS, DEPICTED UNDER PREVIOUSLY PERMITTED SEPARATE SUBMITTAL.

36 TREES +/ 834 SHRUBS (ALONG NORTH & EAST BUFFER)

1 PALM TREE

** INCLUDES ADDITIONAL TREES PROVIDED IN PERIMETER BUFFERS DUE TO LIMITED SPACE FOR TALL CANOPY TREES ADJACENT TO BLDG FOUNDATIONS - TOTAL WITHIN PARCEL BOUNDARIES = 90 REQ @ 18' MIN HT FOR CANOPY TREES & OR 22' MIN GW FOR PALMS

EXISTING TREES LOCATED WITHIN PARCEL G & H BOUNDARY AND PREVIOUSLY PLANTED FOR COMMON AREA AROUND LAKE, R/W & CANAL EASEMENT HAVE BEEN CREDITED FOR THE REQUIRED TALLER TREES / PALMS THAT ARE REQUIRED RELATIVE TO G & H PROPOSED BLDG HT'S :

1 - ROYAL PALM (@ R/W STREETScape, 20' GW MIN)

18 - LIVE OAKS (5 @ R/W STREETScape AND ALONG THE NORTH & X EAST BUFFERS AT 18' MIN HT)

= 19 EXISTING TREES / PALM WITH INCREASED HT'S. RELATIVE TO PROPOSED BLDG HT.



Lynn Bender Landscape Architecture

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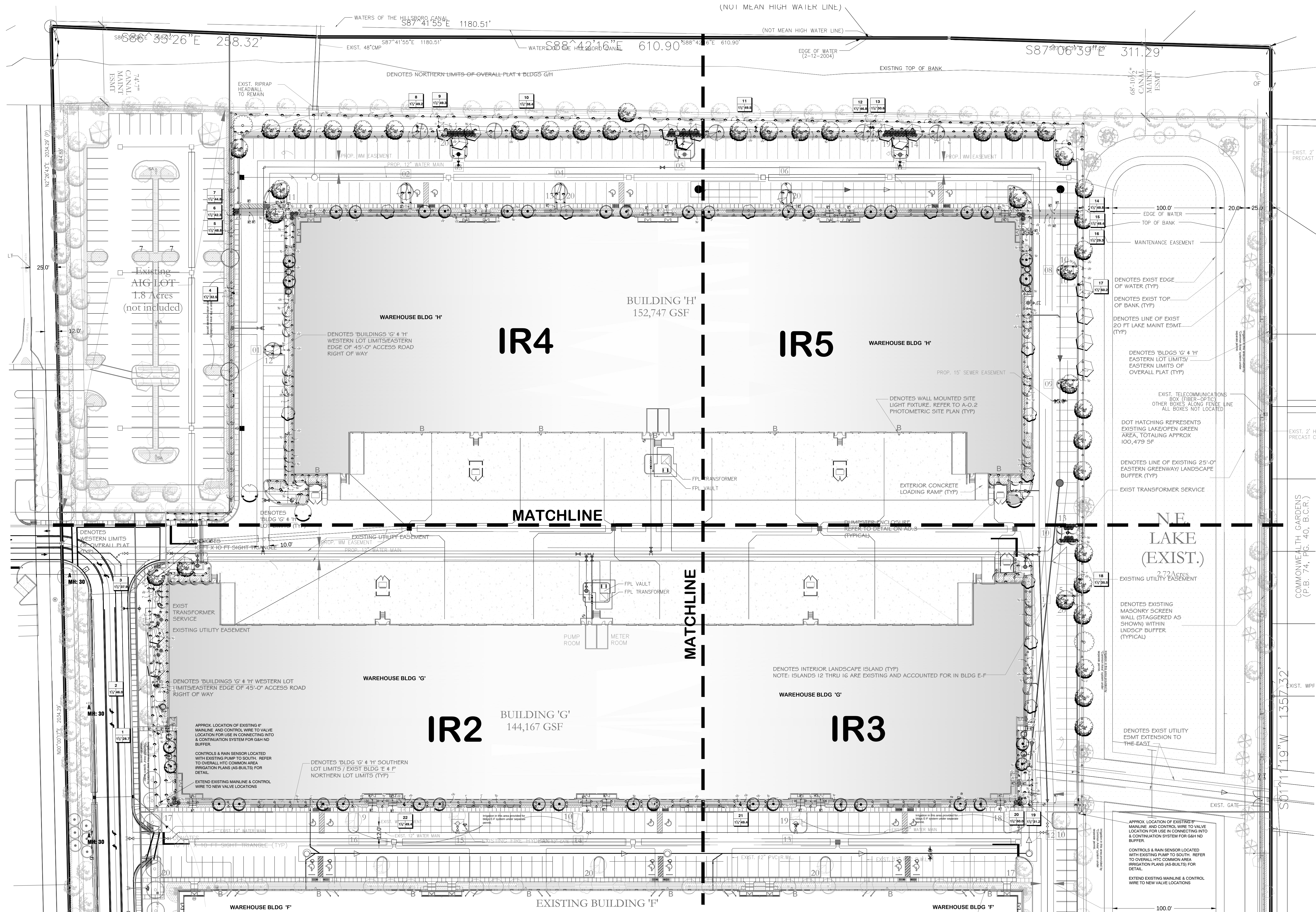
PLANT LIST / DETAILS / NOTES FOR BUILDING G & H

Prepared for Butters
Construction & Development

3	add lights	2/3/20
2	bldg dept comments	1/20/20
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Project	HTC	Sheet	LP6
Date	11-5-2018		
Scale	N/A		OF 6



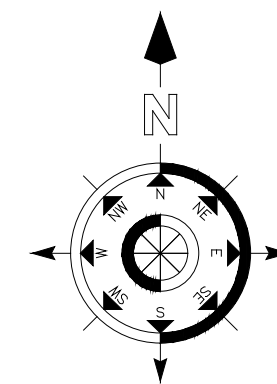
OVERALL IRRIGATION PLAN

NOTE: ALL NEW TREES & PALMS SHALL HAVE BUBBLERS



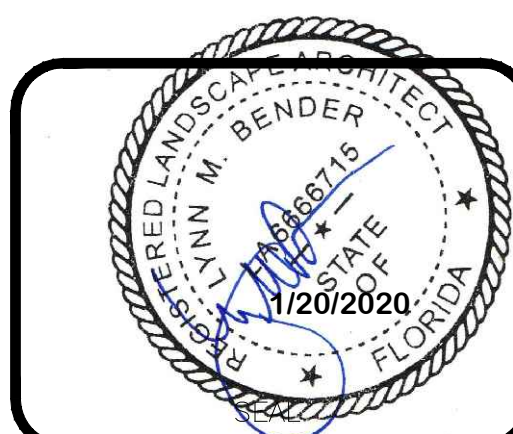
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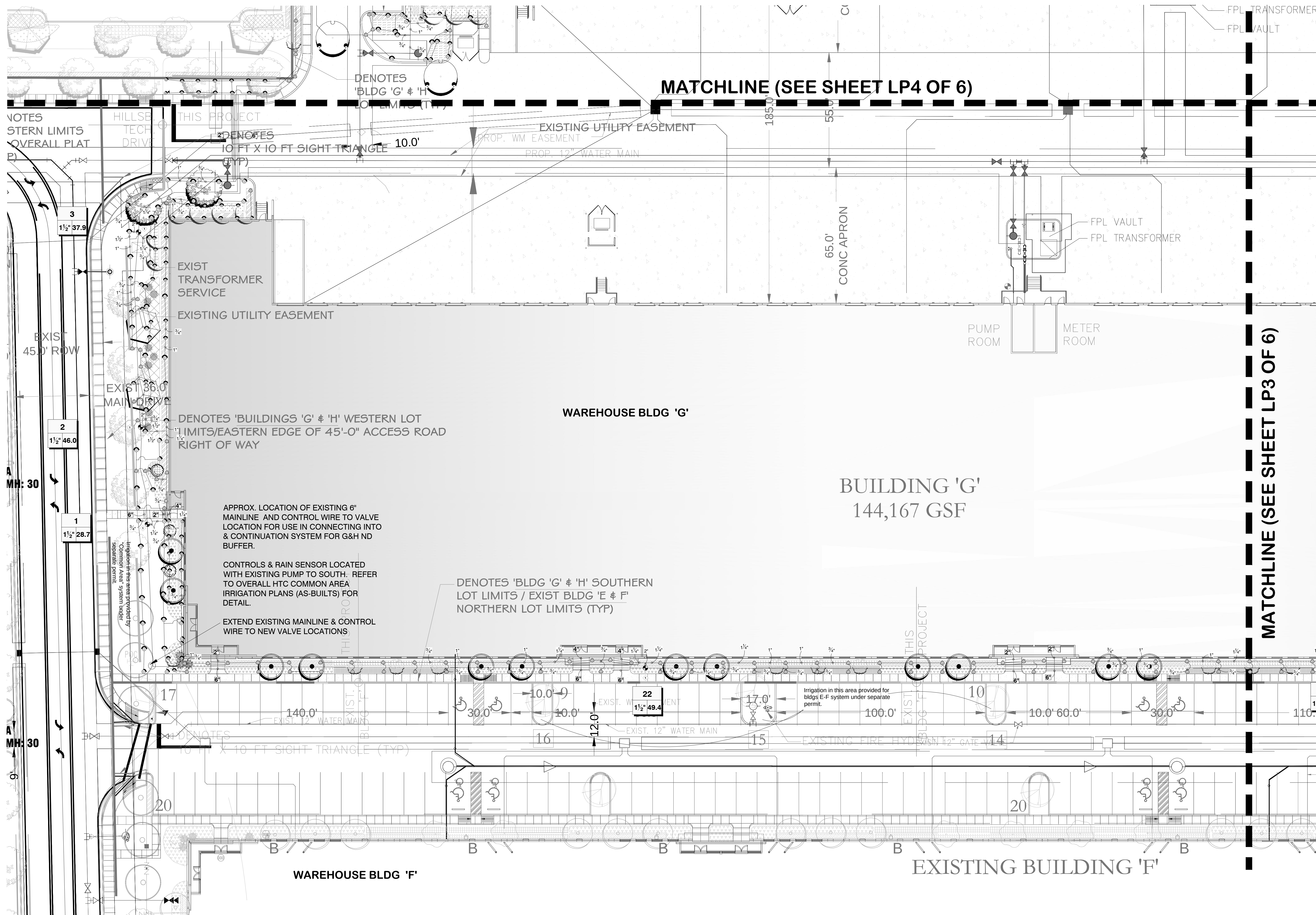


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IRRIGATION PLAN BUILDINGS G & H

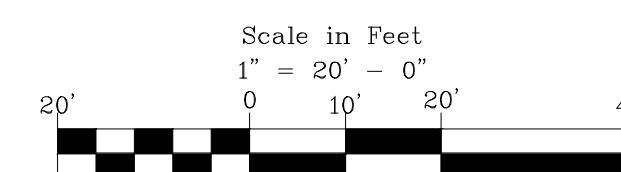
Prepared for Butters
Construction & Development



Project HTC	Sheet IR1
Date 12-18-19	OF 6
Scale 1"=40'-0"	



NOTE: ALL NEW TREES & PALMS SHALL HAVE BUBBLERS



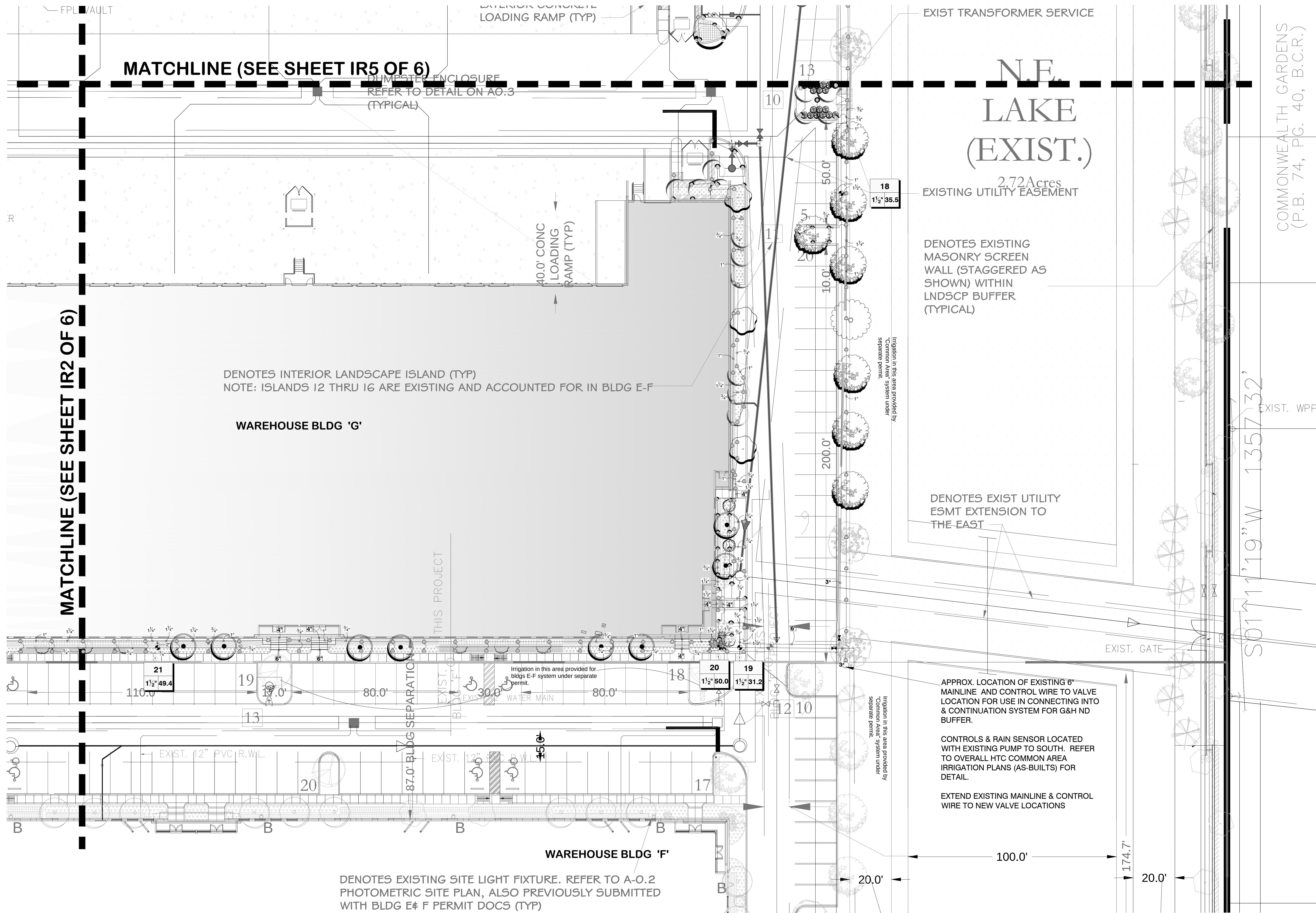
Lynn Bender Landscape Architecture
5610 Adair Way
Lake Worth, FL 33467
Phone: 561-644-3237
LbenderLarch@gmail.com
FL-LA6666715

HILLSBORO TECHNOLOGY CENTER INDUSTRIAL PARK
North of Fairway Drive & West Hillsboro Blvd.
Deerfield Beach, Florida
IRRIGATION PLAN BUILDINGS G & H

Prepared for Butters Construction & Development

Project	HTC
Date	12-18-19
Scale	1"=20'-0"

IR2
OF 6



MATCHLINE (SEE SHEET IR2 OF 6)

MATCHLINE (SEE SHEET IR5 OF 6)

DENOTES INTERIOR LANDSCAPE ISLAND (TYP)
NOTE: ISLANDS 12 THRU 16 ARE EXISTING AND ACCOUNTED FOR IN BLDG E-F

WAREHOUSE BLDG 'G'

WAREHOUSE BLDG 'F'

DENOTES EXISTING SITE LIGHT FIXTURE. REFER TO A-0.2
PHOTOMETRIC SITE PLAN, ALSO PREVIOUSLY SUBMITTED
WITH BLDG E& F PERMIT DOCS (TYP)

NOTE: ALL NEW TREES & PALMS SHALL HAVE BUBBLERS

N.E.
LAKE
(EXIST.)

2.72 Acres
EXISTING UTILITY EASEMENT

DENOTES EXISTING
MASONRY SCREEN
WALL (STAGGERED AS
SHOWN) WITHIN
LNDSCP BUFFER
(TYPICAL)

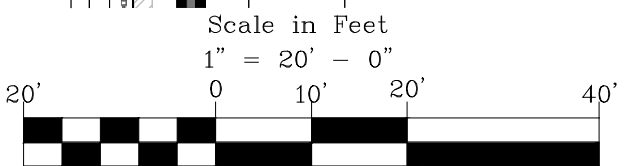
DENOTES EXIST UTILITY
ESMT EXTENSION TO
THE EAST

APPROX. LOCATION OF EXISTING 6"
MAINLINE AND CONTROL WIRE TO VALVE
LOCATION FOR USE IN CONNECTING INTO
& CONTINUATION SYSTEM FOR G&H ND
BUFFER.

CONTROLS & RAIN SENSOR LOCATED
WITH EXISTING PUMP TO SOUTH. REFER
TO OVERALL HTC COMMON AREA
IRRIGATION PLANS (AS-BUILTS) FOR
DETAIL.

EXTEND EXISTING MAINLINE & CONTROL
WIRE TO NEW VALVE LOCATIONS

COMMONWEALTH GARDENS
(P.B. 74, PG. 40, B.C.R.)



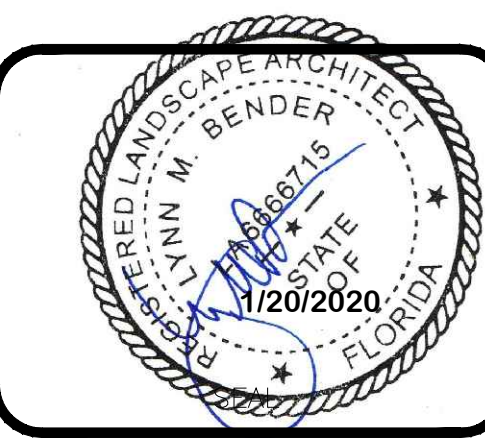


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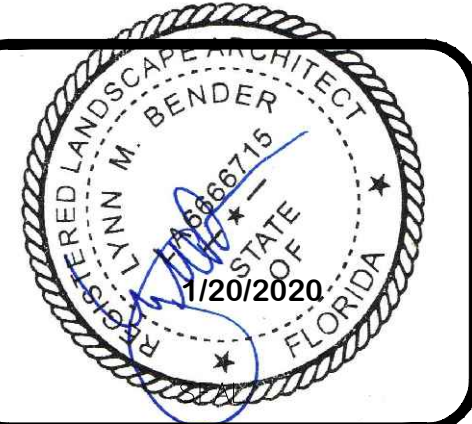
Project HTC	Sheet IR3
Date 12-18-19	OF 6
Scale 1"=20'-0"	



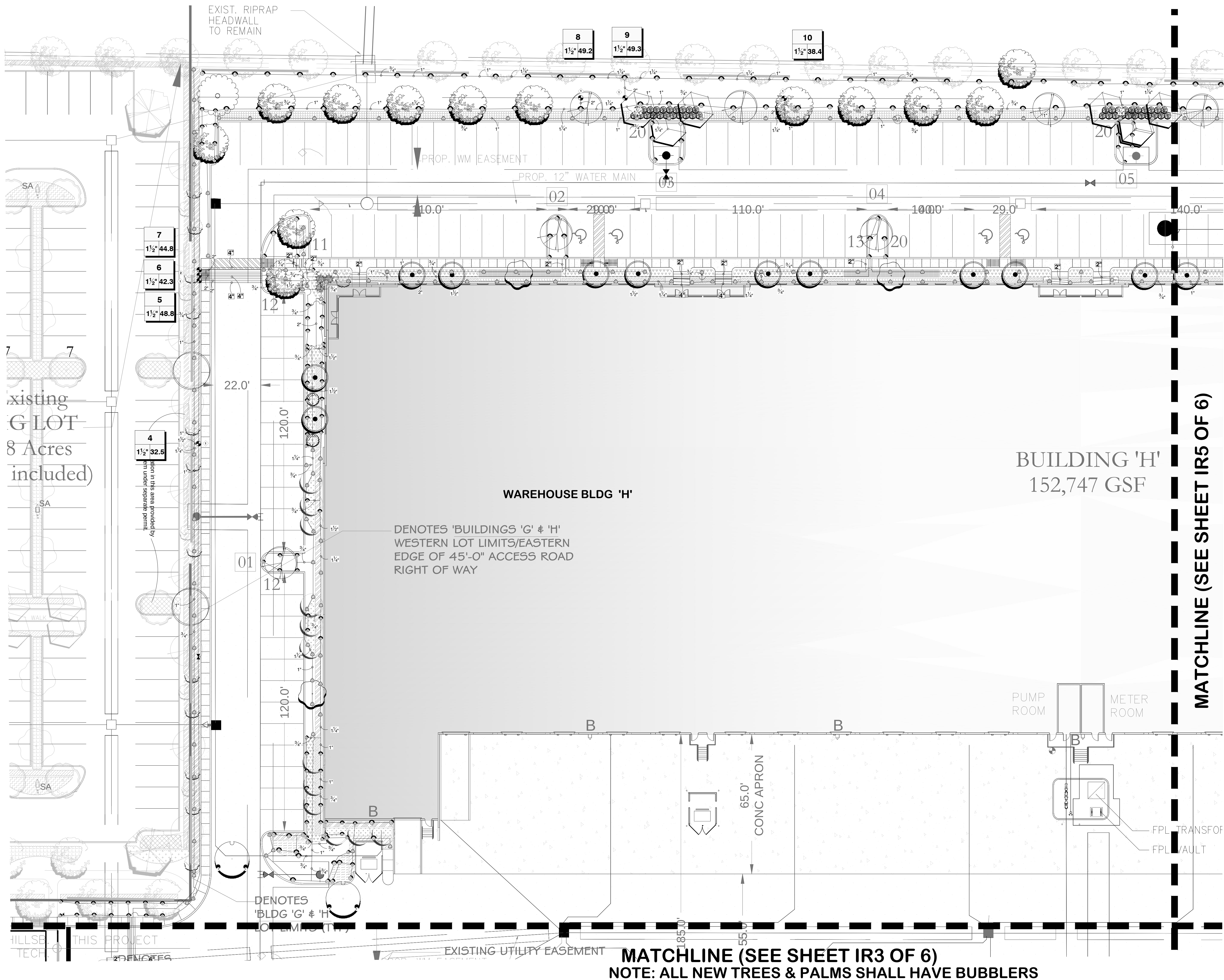
5610 Adair Way
Lake Worth, FL 33467
Phone: 561-644-3237
enderlarch@gmail.com
FL-LA6666715



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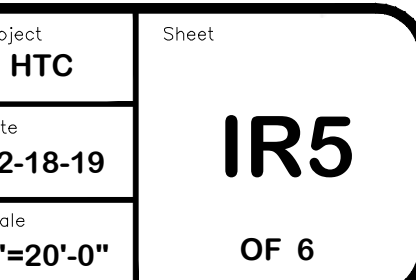


Project HTC	Sheet
Date 12-18-19	IR4
Scale 1"=20'-0"	
	OF 6

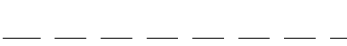
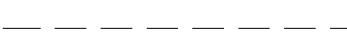
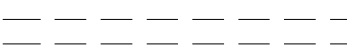
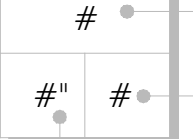


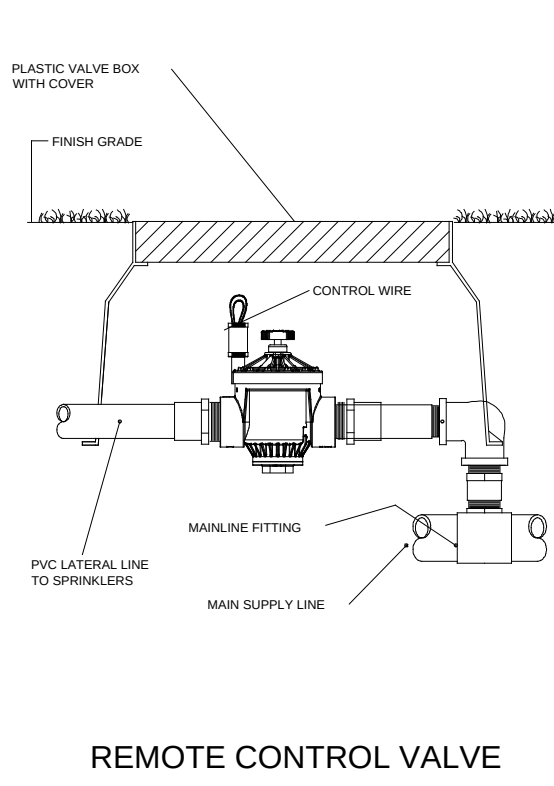
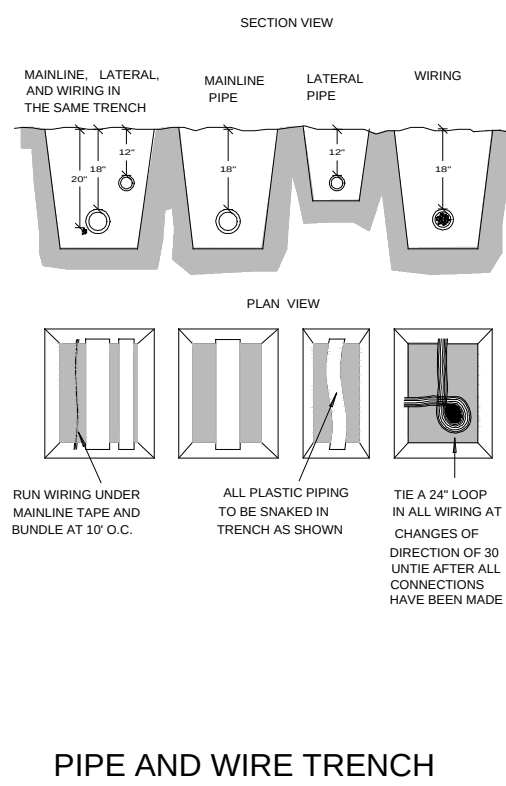
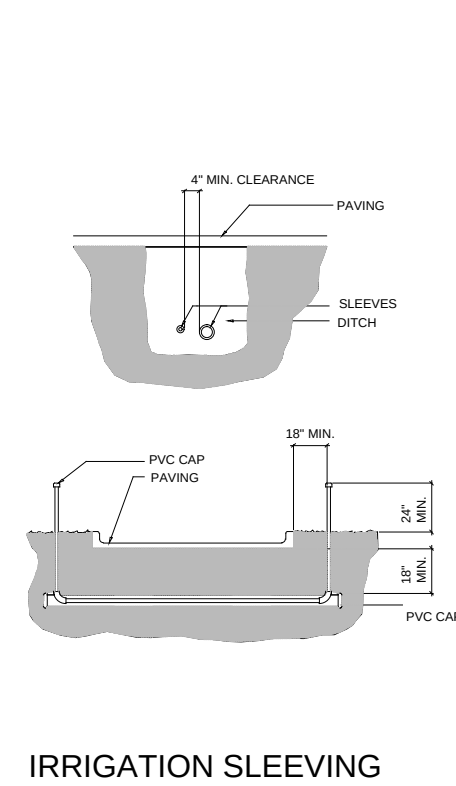
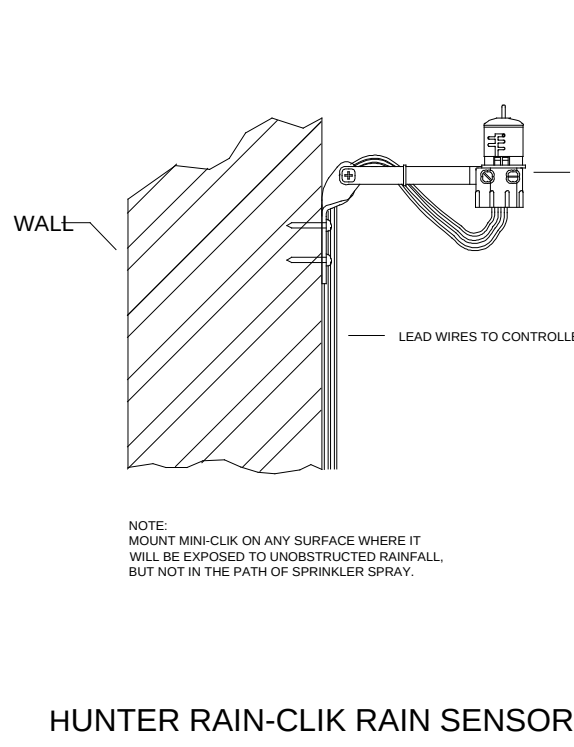
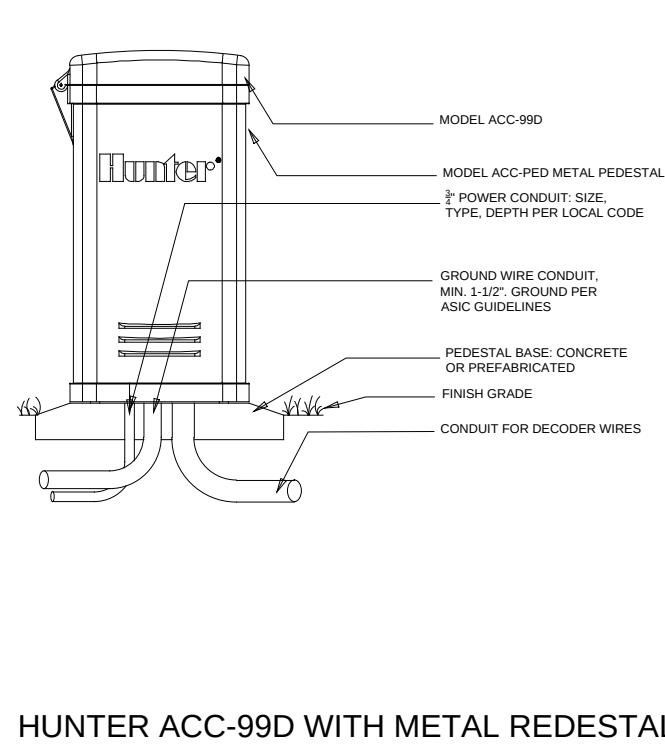
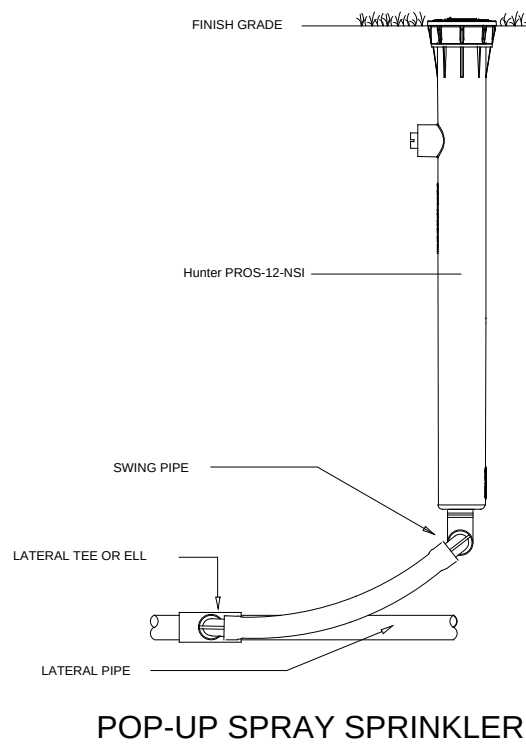
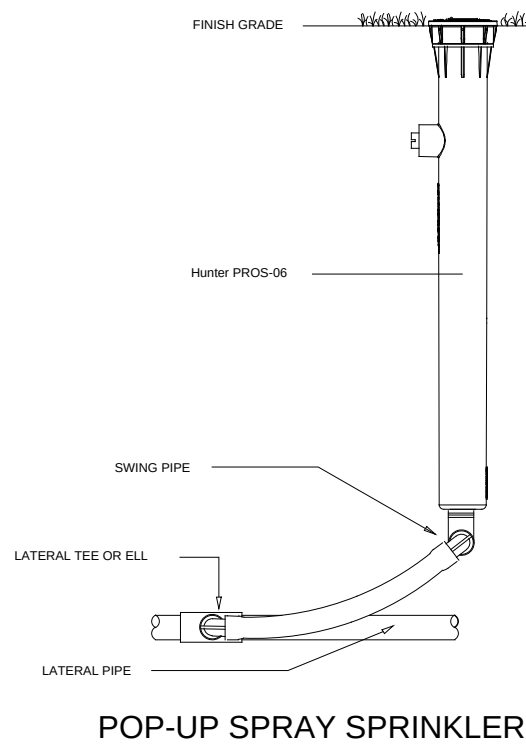


Prepared for Butters
Instruction & Development



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL	QTY	PSI
	Hunter PROS-06 5` strip spray	123	30
			
			
			
			
	Hunter PROS-06 8` radius	68	30
			
			
			
	Hunter PROS-06 10` radius	67	30
			
			
			
	Hunter PROS-06 12` radius	68	30
			
			
			
	Hunter PROS-06 15` radius	99	30
			
			
			
	Hunter PROS-12-NSI 5` strip spray	344	30
			
			
			
			
	Hunter PROS-12-NSI 8` radius	124	30
			
			
			
	Hunter PROS-12-NSI 10` radius	25	30
			
			
			
	Hunter PROS-12-NSI 12` radius	5	30
			
			
			
SYMBOL	MANUFACTURER/MODEL	QTY	
	Hunter ICV-G 1-1/2"	22	
	Matco-Norca 514TX 3"	3	
	Hunter ACC-99D (Existing)	1	
	Hunter ICD-100	16	
	Hunter ICD-200	3	
	Hunter RAIN-CLIK	1	
	Existing 20 HP Pump	1	
	Irrigation Lateral Line: PVC Class 160 SDR 26 3/4"	6,487 l.f.	
	Irrigation Lateral Line: PVC Class 200 SDR 21 1"	1,961 l.f.	
	Irrigation Lateral Line: PVC Class 160 SDR 26 1 1/4"	1,649 l.f.	
	Irrigation Lateral Line: PVC Class 160 SDR 26 1 1/2"	539.2 l.f.	
	Irrigation Lateral Line: PVC Class 160 SDR 26 2"	655.7 l.f.	
	Irrigation Mainline: PVC Class 200 SDR 21 3"	3,417 l.f.	
	Pipe Sleeve: PVC Schedule 40 2"	154.9 l.f.	
	Pipe Sleeve: PVC Schedule 40 4"	328.3 l.f.	
	Pipe Sleeve: PVC Schedule 40 6"	148.0 l.f.	
	Valve Callout		
	Valve Number		
	Valve Flow		
	Valve Size		



CRITICAL ANALYSIS

P.O.C. NUMBER: 01
Water Source Information:

FLOW AVAILABLE
Water Meter Size: 2"
Flow Available: 120.00 gpm

PRESSURE AVAILABLE
Static Pressure at POC: 70.00 psi
Elevation Change: 5.00 ft
Service Line Size: 3"
Length of Service Line: 20.00 ft
Pressure Available: 68.00 psi

DESIGN ANALYSIS
Maximum Station Flow: 50.21 gpm
Flow Available at POC: 120.00 gpm
Residual Flow Available: 69.79 gpm

Critical Station: 5
Design Pressure: 30.00 psi
Friction Loss: 5.43 psi
Fittings Loss: 0.54 psi
Elevation Loss: 0.00 psi
Loss through Valve: 2.14 psi
Pressure Req. at Critical Station: 38.11 psi
Loss for Fittings: 0.16 psi
Loss for Main Line: 1.60 psi
Loss for POC to Valve Elevation: 0.00 psi
Loss for Backflow: 0.00 psi
Loss for Water Meter: 1.83 psi
Critical Station Pressure at POC: 41.70 psi
Pressure Available: 68.00 psi
Residual Pressure Available: 26.30 psi

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	PSI	PSI @ POC	PRECIP
1	Hunter ICV-G	1-1/2"	Turf Spray	28.73	33.07	34.49	1.62 in/h
2	Hunter ICV-G	1-1/2"	Shrub Spray	46.00	36.39	39.66	1.53 in/h
3	Hunter ICV-G	1-1/2"	Turf Spray	37.89	35.22	37.53	1.62 in/h
4	Hunter ICV-G	1-1/2"	Shrub Spray	32.50	35.73	37.47	1.66 in/h
5	Hunter ICV-G	1-1/2"	Shrub Spray	48.75	38.11	41.70	2.37 in/h
6	Hunter ICV-G	1-1/2"	Shrub Spray	42.25	37.46	40.24	1.46 in/h
7	Hunter ICV-G	1-1/2"	Turf Spray	44.81	37.80	40.90	1.49 in/h
8	Hunter ICV-G	1-1/2"	Turf Spray	49.15	36.71	40.40	0.91 in/h
9	Hunter ICV-G	1-1/2"	Turf Spray	49.33	36.39	40.10	0.82 in/h
10	Hunter ICV-G	1-1/2"	Shrub Spray	38.35	36.86	39.23	1.64 in/h
11	Hunter ICV-G	1-1/2"	Turf Spray	49.48	36.33	40.03	0.93 in/h
12	Hunter ICV-G	1-1/2"	Turf Spray	46.77	37.25	40.57	0.88 in/h
13	Hunter ICV-G	1-1/2"	Shrub Spray	30.55	35.19	36.75	1.67 in/h
14	Hunter ICV-G	1-1/2"	Shrub Spray	49.78	38.11	41.62	1.54 in/h
15	Hunter ICV-G	1-1/2"	Shrub Spray	49.40	38.01	41.48	1.95 in/h
16	Hunter ICV-G	1-1/2"	Turf Spray	29.34	37.47	38.85	1.52 in/h
17	Hunter ICV-G	1-1/2"	Turf Spray	50.21	37.90	41.41	1.19 in/h
18	Hunter ICV-G	1-1/2"	Turf Spray	35.54	36.20	37.87	1.56 in/h
19	Hunter ICV-G	1-1/2"	Turf Spray	31.19	37.41	38.64	1.89 in/h
20	Hunter ICV-G	1-1/2"	Shrub Spray	49.97	37.79	40.61	1.94 in/h
21	Hunter ICV-G	1-1/2"	Shrub Spray	49.40	35.76	38.96	2.10 in/h
22	Hunter ICV-G	1-1/2"	Shrub Spray	49.40	35.45	38.98	2.34 in/h

IRRIGATION SPECIFICATIONS

1. IRRIGATION POINT OF CONNECTION SHALL BE CAPABLE OF DELIVERING A VARIABLE FLOW RATE OF 50 GPM AT A CONSTANT PRESSURE OF 60 PSI DOWNSTREAM OF BACKFLOW PREVENTION DEVICE.POINT OF CONNECTION SHALL BE ABLE TO MAINTAIN THE MAXIMUM FLOW RATE AND PRESSURE FOR THE DURATION OF AN IRRIGATION CYCLE. CONTRACTOR SHALL VERIFY THESE PARAMETERS PRIOR TO CONSTRUCTION, AND NOTIFY OWNER'S REPRESENTATIVE AND IRRIGATION CONSULTANT IF THEY CANNOT BE MET.
2. IF THE POINT OF CONNECTION EXCEEDS THE ABOVE PRESSURE REQUIREMENTS, A PRESSURE REGULATOR SHALL BE INSTALLED AT THE OWNER'S EXPENSE. PRESSURE REGULATOR SHALL BE SET AT THE PRESSURE RECOMMENDED ABOVE.
3. POWER FOR THE IRRIGATION CONTROLLER, PUMP AND OTHER ELECTRICAL COMPONENTS SHALL BE PROVIDED BY OTHER. CONTRACTOR SHALL VERIFY POWER AVAILABLE MEETS THS REQUIREMENTS OF THE COMPONENT'S MANUFACTURER. IF POWER AVAILABLE IS INADQUATE, CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
4. IRRIGATION SYSTEM IS DISPLAYED SCHEMATIC IN NATURE. MINOR FIELD ADJUSTMENTS MAY BE NECESSARY TO ACCOMMODATE FOR LANDSCAPING CHANGES, PLANTING BEDS OR OTHER OBSTRUCTIONS. THESE ADJUSTMENTS MAY BE MADE ONLY AFTER NOTIFYING THE OWNER'S REPRESENTATIVE.
- 5.SOME IRRIGATION COMPONENTS AND PIPING ARE SHOWN IN HARDSCAPE AREAS AND OUTSIDE OF PROPERTY LINES TO IMPROVE ON THE READABILITY OF THE IRRIGATION PLAN. ALL COMPONENTS AND PIPING SHALL BE INSTALLED INSIDE OF THE PROPERTY LINES AND OUTSIDE OF HARDSCAPE AREAS.
6. MAINLINE, LATERALS AND CONTROL WIRES SHALL BE INSTALLED INSIDE THE SAME TRENCH WHENEVER POSSIBLE..
7. SYSTEM TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
8. CONTROLLER SHALL BE GROUNDED PER MANUFACTURER'S SPECIFICATIONS.
9. ALL CONTROLLER/DECODER WIRE SHALL BE THE 2-WIRE CABLE SPECIFIED BY THE CONTROLLER MANUFACTURER.
10. ALL FIELD WIRE ABOVE GRADE OR WITHIN STRUCTURE TO BE INSTALLED IN CONDUIT PER LOCAL CODE.
11. ALL UNDERGROUND SPLICES TO UTILIZE 3M DBY, OR KING WATER PROOF SPLICE KITS, DEPENDING ON NUMBER AND SIZE OF WIRES. ALL SPLICES SHALL BE MADE INSIDE A VALVE BOX.
12. DEPTH OF IRRIGATION PIPING;18" ON MAINLINE; 12" ON LATERALS.
13. SLEEVING UNDER PAVED AREAS SHALL BE INSTALLED AT A DEPTH OF 24".



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Landscape
Architecture**
5610 Adair Way
Lake Worth, FL 33467
Phone: 561-644-3237
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**HILLSBORO TECHNOLOGY CENTER
INDUSTRIAL PARK**
North of Fairway Drive & West Hillsboro Blvd.
Deerfield Beach, Florida
IRRIGATION DETAILS / NOTES FOR BUILDING G & H

Prepared for Butters
Construction & Development



Project HTC	Sheet IR6
Date 12-18-19	
Scale N/A	OF 6

NOTE: ALL NEW TREES & PALMS SHALL HAVE BUBBLERS



Development Review Committee Summary Report Development Plan Application Review

General Information

Application No.	14-PID-5G
Project Name:	Hillsboro Technology Center – Buildings G & H
Applicant:	Hillsboro Technology Center, LLC, represented by Malcom Butters.
Requested Action/Description:	Major site plan application seeking approval to construct two (2) single-story industrial buildings totaling 296,915 square feet on approximately 17.86 acres in the Hillsboro Technology Center PID.
Location:	220 Hillsboro Technology Drive
Legal Description:	The property is part of a 74.72 acre parcel, described as a portion of parcel A, Hillsboro Technology Center, more particularly described in the file
Size:	17.86 acres (gross)
Existing Zoning:	PID (Planned Industrial Development)
Existing Use:	Vacant / Buildings under construction
Future Land Use Plan Designation:	Employment Center
Surrounding Land Use and Zoning:	
<u>Existing Land Use:</u>	<u>Zoning:</u>
North: Hillsboro Canal	S (Open Space)
East: Single Family Residential	RS-5 (Residence, Single Family)
South: Recreation Center	S (Open Space)
West: Hotel / Office / Light Industrial	PID (Planned Industrial Development / B-2 (Business, Highway)
Applicable Regulations:	City of Deerfield Beach Land Development Code
Plat Restrictions:	900,000 square feet of Industrial use 100,000 square feet of Office use 15,000 square feet of Commercial use 101-room Hotel

Department Comments & Requirements

REQUEST:

The applicant, Hillsboro Technology Center, LLC is seeking approval to construct two (2) single-story industrial buildings totaling 296,915 square feet on approximately 17.86 acres in the Hillsboro Technology Center (HTC) PID.

BACKGROUND:

The subject property is located at 220 Hillsboro Technology Drive in the PID (Planned Industrial Development) zoning district. The proposed two buildings will be addressed 600 (Building G) and 650 (Building H) Hillsboro Technology Drive, and sit on an approximately 777,974 square feet (17.86 gross acres) site within the subject property.

The master plan and associated rezoning (Application No. 13-R-171) for the HTC PID was approved on May 20, 2014 through the adoption of Ordinance 2014/014. The land use plan amendment (LUPA #54A) was approved the year prior. Site plan applications have previously been submitted and approved for Buildings "C" and "D" (Application 14-PID-5C), Building "A" (Application 14-PID-5D), which includes an office and child care facility, and Buildings "E" and "F" (Application 14-PID-5F). Construction has been completed on all these buildings. The HTC property is also approved for a 101 room, 4 story hotel (Application 14-PID-5E), which is under construction. The proposed scope of work included in this application demonstrates the last phase of development in the master plan.

A traffic impact analysis was submitted during the initial review of the Land Use Plan Amendment for the master PID and the developer has coordinated the required improvements with the City and FDOT. Therefore, no additional analysis was required as part of this application.

The Community Appearance Board approved the proposed development plans on January 22, 2020.

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

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

The application has been reviewed by the Development Review Committee (Planning & Zoning, Landscape, Environmental Services, Sustainable Management, Fire Rescue).

There were outstanding comments (Planning & Zoning 'Additional Comments' # 4) related to site lighting that the applicant was required to address to staff's satisfaction before being scheduled for a City Commission meeting. These comments have been addressed by the applicant as follows:

1. Light poles along the northern side of the property have been reduced from 28.5' to 20' in height and provided with back light control.
2. Wall packs have been removed from the east side of buildings G and H and replaced with light poles on the east side of the parking lot. These poles will be 20' in height and provided with back light control.

All other staff comments have been addressed and the application is considered to be in compliance with the Land Development Code. Staff DRC comments are attached to this report.

Staff is recommending the following condition of approval, should the City Commission approve the application:

1. The Applicant shall replace any missing or in decline trees and shrubs for the entire site, in accordance with the previously approved HTC master plan or site plans approved for the individual buildings, including, but not limited to, landscape buffers and landscape islands, prior to issuance of a certificate of completion.

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan: Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation identifies the parcel as Employment Center, which is implemented through a Planned Industrial Development zoning designation. The proposed industrial buildings are permitted within this designation and in compliance with the Deerfield Beach Comprehensive Plan FLU element.
2. Land Development Requirements: Pursuant to the City of Deerfield Beach official zoning map, the property is located within the PID zoning district. The proposed development of industrial buildings is a permitted use, which complies with the Deerfield Beach Land Development Requirements.
3. Findings of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning: Per Section 98-17(15), there must be a finding of compatibility as defined in the Land Development Regulations, between adjacent and neighboring uses (500 feet) and the proposed development. By definition, compatibility is to be measured based on the following compatibility characteristics of the proposed development in relationship to the immediate surrounding area:

(a) Permitted uses, structures and activities allowed within the zoning category;

The proposed use is permitted in the PID zoning district. The adjacent uses, structures and activities surrounding the parcel include industrial, office, and hotel uses to the west and south, residential to the east, and the Hillsboro Canal to the north. The proposed uses and buildings are consistent with the previously approved master plan.

(b) Building location, dimensions, height and floor area;

The request includes the construction of two (2) single-story industrial buildings. Building G measures approximately 705 feet in length and 210 feet in width. Building H measures approximately 828 feet in length, and 170 feet in width. Both buildings measure up to 43 feet 8 inches in height.

The proposed location, dimensions, height and floor area of both proposed buildings are considered compatible with the surrounding area, are consistent with the previously approved master plan, and comply with the Land Development Regulations.

(c) Location and extent of parking, access drives and service areas;

Access to the site is provided from Hillsboro Technology Drive, along the site's western boundary, as well as via Fairway Drive. Parking and access drives

surround both buildings, while the dumpsters will be screened from public view between the two buildings.

The Code requires 1 parking space per 500 square feet of industrial use for the first 10,000 square feet plus 1 parking space per 1,000 square feet for any additional square footage. The required amount of parking is 303 spaces. The site plan demonstrates 218 spaces for Buildings G and H, combined with the 98 excess parking spaces approved for Building F to the south. In total, the master plan for the HTC development is providing a combined 1,205 spaces across all the buildings, which complies with the requirements of the Code.

(d) Traffic generation, hours of operation, noise levels and outdoor lighting;

A traffic impact analysis was submitted during the initial review of the Land Use Plan Amendment for the master PID and the developer has coordinated the required improvements with the City and FDOT. Therefore, no additional analysis was required as part of this application.

The hours of operation, noise levels and outdoor lighting are not anticipated to significantly differ from other uses in the immediate vicinity. The proposed outdoor activities include required parking and landscaping. Photometric plans have been submitted and identify lighting within appropriate levels, noting the changes made by the applicant along the north and east sides of Buildings G and H. Furthermore, the 25-foot wide landscape buffer and wall will minimize noise and lighting to adjacent residential properties to the east.

(e) Alteration of light and air;

Alteration of light and air was considered during the review of the master plan for the PID. The proposed scope of work does not demonstrate any changes to the previously approved master site plan and is consistent with the other buildings that have been approved within the HTC PID. The height of the proposed buildings is approximately 43 feet 8 inches at the tallest point, which is in compliance with the 45 foot height limitation of the master plan.

(f) Setbacks and buffers – Fences, walls, landscaping and open space treatment. To be compatible, design treatments must reflect consideration of adjoining and surrounding development and land use;

The proposed buildings meet or exceeds the required setbacks of the PID zoning district and complies with the minimum 25 foot landscape buffer around the PID. Building H is set back approximately 72 feet 6 inches from the north property line, adjacent to the Hillsboro Canal. Both buildings are set back a minimum of 238 feet 2 inches from the east property line, which abuts the residential area. Landscaping and related screening are included on the plans.

(g) Outside activities associated with the proposed use which could interfere with the peace and/or tranquility of residences or propose a significant risk to the safety or security of children in public or private schools, day care facilities, churches, parks, playgrounds and other places that cater to children under the age of 18 or places which regularly provide facilities for such children to gather; and

The development does not propose any outdoor activity, which would pose a significant risk to the safety or security of children that gather in certain public

places. The outside activities associated with the development include required parking and landscaping.

- (h) *Conditions, uses or activities which could pose a significant risk to the safety or security of single family residences within 500 feet of the lot upon which the use will occur.*

There are no uses proposed that would pose a risk to single family residences within 500 feet of the subject property.

STAFF SUMMARY:

Staff's review of application 14-PID-5G has found that the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan and Land Development Code.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Hillsboro Technology Center Bldgs. G & H	Application No.:	14-PID-5G
Reviewer Name:	Steve Graham	Project Address:	220 Hillsboro Technology Drive
Department/Division:	Planning & Zoning		
Position:	Assistant Director		
Date of Review:	03/13/2020		
Submittal No.:	6		

A. APPLICATION / GENERAL COMMENTS:

1.	Per Section 98-13(8) Site plan set submitted on CD's shall be digitally signed and sealed.
1a.	Comment addressed.
2.	Per Section 98-13(8) One copy of the site plan set in 11" x 17" shall be signed and sealed. The 11" x 17" set submitted was not signed and sealed.
2a.	Comment addressed.
3.	Ensure address used on application is consistent with addressing referenced on plan sheets and supporting documentation.
3a.	Comment addressed.
4.	All resubmittals shall be provided with a written narrative responding to all comments and two CD's with the revised digital plan set.
4a.	Comment addressed.
5.	Per Section 98-35, all applications proceeding to City Commission shall comply with requirements for public notice, including submittal of all required fees, documents, and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist is attached and can be accessed at http://www.deerfield-beach.com/DocumentCenter/View/12586/Public-Notice-Checklist .
5a.	Comment acknowledged.
6.	Community Appearance Board approval is required prior to approval of a major site plan. Staff will notify the applicant once application submittal is to be scheduled as item on an agenda. The applicant shall provide both existing and proposed elevations to determine building facades will complement each other. Once staff has advised the item is ready to be scheduled for CAB, submit five (5) sets of revised plans in 11" x 17" with Community Appearance Board application, which

Development Plan Application Comments

	include colored building elevations and complete site plan sets.				
6a.	Comment acknowledged.				
7.	Per the requirements of Chapter 98-17.1 the applicant is required to pay impact fees for Public Safety and Parks. Payment of these fees are due at the time of Building permit submittal. Please note that if the project changes in size or intensity, the below calculations may also change. An impact fee calculation sheet will be given to the applicant when the project is complete. <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: right;">1. Fire Rescue</td><td style="text-align: right;">\$ 4,916.92</td></tr> <tr> <td style="text-align: right;">2. Police</td><td style="text-align: right;">\$ 3,384.83</td></tr> </table>	1. Fire Rescue	\$ 4,916.92	2. Police	\$ 3,384.83
1. Fire Rescue	\$ 4,916.92				
2. Police	\$ 3,384.83				
7a.	Comment acknowledged.				
8.	Make an appointment with the Planning & Zoning Division for any resubmittal. Further comments may be forthcoming following resubmittal.				
8a.	Comment acknowledged.				
9.	The project coordinator, John Harbilas (jharbilas@deerfield-beach.com), shall be the primary point of contact between the applicant and the City during the DRC process. The applicant shall not contact a City consultant without first contacting the project coordinator. Furthermore, the applicant must notify or copy via email, to the project coordinator, any conversation or contact the applicant has with a separate division or department of the City.				
9a.	Comment acknowledged.				
	<u>NEW COMMENTS 1/9/20</u>				
10.	All plans shall be resubmitted without clouding or other demarcations showing changes to the proposed changes. Utilize the response sheet to identify which comments have been addressed and location on plans.				
10a.	Comment addressed.				
11.	Per Section 98-13(8), the survey needs to be relocated behind the cover sheet.				
11a.	Comment addressed.				
12.	Per Section 98-13(8), the conceptual engineering plan set shall be removed from the site plan set, and submitted separately.				
12a.	Commend addressed.				

B.

COVERPAGE:	
1.	Per Section 98-13(8)(a)(1) Provide the address and folio number of the property.
1a.	Comment addressed.
2.	Per Section 98-13(8)(a)(2) Provide the project description and scope of work.
2a.	Comment addressed.
3.	Per Section 98-13(8)(c) Site data table shall be located on site plan sheet. Comments related to data table are provided in Section D of the DRC comments.
3a.	Comment addressed.

Development Plan Application Comments

C. SURVEY:	
1.	Per Section 98-13(8)(b)(5) Provide a title policy, title commitment, title search/exam, opinion of title or property information report current to within one year. Survey note shall be updated to reference the current up to date policy.
1a.	Comment addressed.
2.	Per Section 98-13(8)(b)(1) Provide a certified boundary survey, which specifies both gross and net acreage or square footage. Submitted survey references 777,974 S.F. but does not specify which measurement (net or gross).
2a.	Comment addressed. Gross acreage does not apply, as road is private.
3.	Survey references property size as 777,974 S.F. but site data table references 778,544 S.F. All site calculations shall be consistent across all plan sheets, survey, and application. Revise all sheets and documents to be consistent.
3a.	Comment addressed.

D. SITE PLAN:	
1.	Per Section 98-13(8)(c)(1) Provide setbacks for both buildings to East property line. Site plan only demonstrates proposed building setback for the north side of Building H.
1a.	Comment addressed.
2.	Per Section 98-13(8)(c)(13) Provide the location of all existing and proposed fire hydrants.
2a.	Comment addressed.
3.	Per Section 98-13(8)(c)(16) The site data table is missing the following information: ☐ Floor Area Ratio ☐ Building height for both G & H, measured to flat part of roof. ☐ Minimum building setback to all property lines ☐ Parking Stats section references net building area of E & F, needs to be updated to G & H ☐ Parking requirements: • Provide proposed number of compact and standard spaces. Reference Section 98-88(n)(2) for compact space allowance. • Provide total number of parking spaces provided on just this site plan. Reference excess spaces from E & F on separate line.
3a.	Comment addressed.
4.	Provide a parking space/stripping detail for each parking space type proposed (handicap, standard, compact). This may be provided on site plan 'details' sheet.
4a.	Comment addressed. Provided on civil sheets.
5.	Per Schedule C – Parking Space Size and Configuration, wheel stop shall be a minimum 30 inches from edge of pavement. Demonstrate compliance for each parking space type proposed.
5a.	Comment addressed.

E. ELEVATIONS:	
1.	Per Section 98-3 Building height is defined as measurement to the highest point of the flat roof surface. All elevation sheets need to reference height measurement to this point.

Development Plan Application Comments

1a.	Comment addressed.
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F.

LANDSCAPE PLAN:	
1.	Measurements included with building label inside footprint shall only reference building name and square footage. Ensure square footage is consistent with site plan and data table.
1a.	Comment addressed.

G.

ADDITIONAL COMMENTS:	
1.	Prior to the issuance of a building permit, the applicant must receive a Certificate of Concurrency Letter from the Planning and Development Services Department This letter will serve as the Development Permit as required under Section 98-18 of the Land Development Code of the City of Deerfield Beach for approval of the site plan
1a.	Comment acknowledged.
2.	As with all developments in Deerfield Beach, before a building permit can be issued, this development must receive approval from the Broward County Environmental Protection and Growth Management Department, Development and Environmental Regulation Division (954-357-6666).
2a.	Comment acknowledged.
3.	Per Section 98-14(f) An application for development plan shall be deemed to have been abandoned becoming null and void after six months of inactivity. If an application has no activity within this time frame, then a new application for development plan along with all applicable fees shall be submitted should the applicant wish to proceed with the project.
3a.	Comment acknowledged.
<u>NEW COMMENT 1/9/20</u>	
4.	Wall pack lighting units proposed for Building H, specifically along the north façade, need to include a shroud or shield to block the light source from view of residents across the canal. Provide detail of an alternative wall pack unit, which includes some sort of shielding.
4a.	Comment not addressed. Per Section 98-19(29) No lighting shall be directed from a commercial or industrial use in a manner which illuminates adjacent residential property and no source of incandescent or mercury vapor illumination shall be directly visible from any abutting residential property. The proposed wall pack units on Building H, which match those existing on Building F, have a lighting source which is visible from the residential property across the canal. Building H must be outfitted with wall pack units that screen the light source from view.
4b.	Comment not addressed. i. Sheets A0.1 and A0.1.6 - Show light pole locations. ii. Sheet A0.1.6 - Remove wall packs from north side of Building H. iii. Sheet A-0.3 a. Detail #6 is a wall pack detail and Detail #5 states that a wall pack will be affixed to the poles. Provide a separate detail for the wall packs and light pole fixtures and amend notes to reference the correct details. b. Include height of light pole on Detail #5. iv. Sheets A0.1.6, A0.2, A-0.3 – Include details and notes demonstrating how light source from the new light poles (labelled 'D' on Sheet A0.2) will be

Development Plan Application Comments

	shielded to protect properties to the north. v. The wall pack units on the east side of Buildings G and H must be outfitted to shield the light source so that it is not visible from residential properties to the east. Alternatively, consider lowering the height of the wall pack units or adding light poles in a similar manner to the north side of Building H. Update all affected sheets accordingly. vi. Ensure all sheets in all sets (hard copy and electronic) are consistent. Sheet A-0.3 included different wall pack details in the 11 x 17 size sets vs. the 24 x 36 size sets. vii. Include an electronic copy of all revised sheets.
4c.	Comment partially addressed. The following issues remain outstanding: i. Sheet A0.2 specifies different fixtures to Details 6 & 7 on Sheet A0.3. Revise for consistency and ensure back control is included. ii. Remove wall packs from Building G - Sheets A-4.1 (Detail 2), A-4.2 (Detail 2) & A-4.5 (Detail 2) and Building H – Sheets A-4.0 (Detail 2) & A-4.4 (Detail 2). iii. LP1, LP3 & LP5 a. Three canopy trees on the east side are in conflict with light poles. Two oaks and one Royal Poinciana are within the 15 foot clearance of light poles. If poles are relocated, revise all plan sheets that show location of poles. b. Remove wall packs and height label (MH 28.5) from east side of Buildings G & H. c. Revise height label, shown as MH 28.5, for poles on north side of the property to match the proposed 20' pole height on Sheet A0.2.
4d.	Comment addressed.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Hillsboro Technology Center G and H	Application No.:	19-PID-5G
Reviewer Name:	Harold Hoyte		
Department / Division:	Landscape		
Position:	Landscape Architect		
Date of Review:	1/22/20		
Submittal No.:	3		

A. LANDSCAPING PLAN:

1.	Pervious area shown on LP-6 not consistent with A 0.0.
1. a	Comment addressed.
2.	The parking calculation on A 0.0 needs to show total quantity for site G and H parcel.
2.a	Comment addressed.
3.	Interior Islands, which are based on the total parking, are not consistent with those on A 0.0.
3.a	Comment addressed.
4.	AIG parking lot trees have been planted and established a few years. Revise plan to propose trees which better compliment adjacent landscape.
4. a	Comment addressed.
5.	Pervious area total on A 0.0 is not clear how it is calculated. Show exact what is included to arrive at total.
5.a	Comment addressed.
6.	Perimeter trees have not been planted on the site. Add these trees shown as existing on the north property line to the current landscape plans and revise the plant list.
6. a	Comment addressed.
7.	Trees and shrubs are missing or in decline from the combined sites, in the interior and perimeter landscape areas. Replant or replace as needed.
7. a	Comment addressed.

B. IRRIGATION PLAN:

1.	Provide full set of irrigation drawings. Include rain sensor location and detail on the plans.
1. a	Comment not addressed.
1. b	Comment addressed.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	HILLSBORO TECH BLDGS G AND H	Application No.:	14-PID-5G
Reviewer Name:	CAPT MIKE HEFFERON		
Department / Division:	BSO/FIRE PREVENTION		
Position:	CAPTAIN		
Date of Review:	12/30/19		
Submittal No.:	2ND		

A. APPLICATION / GENERAL COMMENTS:

- | | |
|----|------------------------------------|
| 1. | SITE PLAN IS APPROVED AS SUBMITTED |
|----|------------------------------------|

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Hillsboro Technology Center, Bldgs. G & H Major Site Plan	Application No:	14-PID-5G
Reviewer Name:	Cesar E. Osegueda		
Department / Division:	Sustainable Management		
Position:	Code Compliance Spec.		
Date of Review:	12/04/2019		
Submittal No.:	1st Submittal		

A. RECYCLING & SOLID WASTE DIVISION:

1.	The above Site Plan Application, located at 220 Hillsboro Technology Dr. Deerfield Beach FL. 33441, has been reviewed by the Sustainable Management Department (Recycling and Solid Waste Management Division) and was found to be Acceptable as it relates to collection services and location of Recycling/Solid Waste Receptacles.
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Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Hillsboro Technology Ctr. Bldgs. G&H Major Site Plan	Application No.:	14-PID-5G
Reviewer Name:	Alfonso Orellana		
Department/Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	12-06-19		

A.

SITE PLAN:

1.	No Site Plan related comments at this time.
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Conceptual Engineering Plan Comments



Note: The following comments are advisory and shall be addressed prior to submittal of engineering permit. Applicant is not required to resubmit conceptual engineering plans or address these comments during the DRC process.

DEVELOPMENT REVIEW COMMITTEE

Project Name:	Hillsboro Technology Center Bldgs. G & H	Application No.:	14-PID-5G
Reviewer Name:	John Harbilas	Project Address:	220 Hillsboro Technology Drive
Department/Division:	Planning & Zoning		
Position:	Planner		
Date of Review:	1-9-20		
Submittal No.:	2		

A. CONCEPTUAL ENGINEERING PLAN:

1.	Measurements included with building label inside footprint shall only reference building name and square footage. Ensure square footage is consistent with site plan, data table, and landscape plan.
1a.	COMMENT ADDRESSED.

Conceptual Engineering Plan Comments



The following comments must be addressed at the time of Engineering Permit application submittal and subsequent to permit issuance.

DEVELOPMENT REVIEW COMMITTEE

Project Name:	Hillsboro Technology Ctr. Bldgs. G&H Major Site Plan	Application No.:	14-PID-5G
Reviewer Name:	Alfonso Orellana		
Department/Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	01-10-2020		

A.

CONCEPTUAL ENGINEERING PLAN:	
1.	Per the City of Deerfield Beach Land Development Code, Chapter 98: "All spaces shall be provided with concrete wheel stops or extruded curbing placed 30 inches from the edge of the pavement." Please, show on plan and provide a detail.
1.a.	COMMENT ADDRESSED
2.	Plan Sheet C-1A: Show location of Construction Entrance Sediment Control feature.
2.a.	COMMENT ADDRESSED
3.	Plan Sheet C-3: a. Revise Catch Basin with Drainfield Detail to conform to FDOT latest Design Standard index No. 285 b. Revise Pollution Retardant Baffle detail to conform to FDOT latest Design Standard Index No. 241 c. Revise Typical Parking stall detail to conform to FDOT latest Standard Plans Index No. 711-001 with respect to Handicap Accessible stall requirements. d. Revise Paving and Drainage Notes to indicate which Vertical Datum (Note no.4) is used on the Paving and Drainage plans. e. Clarify the width of the proposed sidewalk; 5' (Sidewalk detail) vs. 6' (Sidewalk Ramp detail). Please, revise as needed.
3.a.	COMMENT ADDRESSED
4.	Plan Sheets C-5, C-6 and C-7: This site is located within the City of Deerfield Utilities service area. Please, use all applicable City of Deerfield Beach Environmental Services Division standard details and notes in their original form. To obtain a copy, please, contact this Division by calling 954-480-4400.
4.a.	COMMENT ADDRESSED
	<u>NEW COMMENTS (1/10/20)</u>
5.	Please, remove duplicate Pollution Retardant baffle detail from Plan Sheet no. C-3
5a.	COMMENT NOTED.

ENVIRONMENTAL SERVICES DEPARTMENT

6.	Please, change sump depth dimension to read 42" Min. in Catch Basin w/ Drainfield Detail on Plan Sheet No. C-3
6a.	COMMENT NOTED.

B.

ADVISORY COMMENTS:	
1.	Provide copies of all permits or acceptable proof of exemption from all agencies having jurisdiction at the time of Engineering Permit Application, including, but not limited to Broward County EPGMD and the Florida Department of Environmental Protection.
1.a.	COMMENT NOTED
2.	DAMAGE BY CONTRACTOR A. The Contractor shall protect from damage by construction operations, all public streets sidewalks, landscape, irrigation, signage, striping, pavements, including all base courses and surface courses, that abuts the work area. B. Any sidewalk, base course or surface course beyond those limits, damaged as a result of the Contractor's operation, shall be restored in accordance with prevailing applicable professional standards, to the satisfaction of the City of Deerfield Beach, and to the satisfaction of any other governing authority having jurisdiction over the work area. C. Any damage to adjacent lanes of pavement will require the Contractor to resurface the entire lane width for a length, as approved by the City of Deerfield Beach. When the damage amounts to 25 percent or more in any one block (approximately 600 feet), the Contractor shall resurface the entire width of the lanes in which the damage occurred for the entire block. D. The Contractor is hereby notified that wherever the line for repaving for trenches extends one foot into the edge of the existing paving, he shall repave to this edge only. Full lane paving will not be required. Damage to the pavement beyond this line by the Contractor will require that he repave the full width.
2.a.	COMMENT NOTED



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-430

Agenda Date: 6/16/2020

Status: PUBLIC HEARING

In Control: City Commission

Title

P.N. 2020-050: Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting and authorizing submission of the Community Development Block Grant ("CDBG") Five Year Consolidated Plan for Fiscal Years 2020/2021 through 2024/2025; adopting and authorizing submission of the CDBG Annual Action Plan for Fiscal Year 2020/2021; 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 (the "City") has participated in the U.S. Department of Housing and Urban Development ("HUD") entitlement allocation formula as a recipient of federal funds since 2000. The City is currently embarking on its next five-year cycle to receive HUD grant allocations and will provide funds to promote affordable housing initiatives and socioeconomic programs to address identified community development needs.

In Fiscal Year 2020-2021, the City will receive \$690,707 in Community Development Block Grant ("CDBG") funds. To receive CDBG funding, the City must assess local housing and community development needs, resources, and socioeconomic impediments toward building viable neighborhoods every five years.

This five-year consolidated plan is a prerequisite to receiving the grant funds. HUD envisions the Consolidated Plan to function as:

1. A planning document for the City of Deerfield Beach, which builds on a participatory process including government, residents, businesses, and educational institutions;
2. An application for federal funds under HUD's formula grant programs;
3. Long- and short-term community development objectives;
4. A strategy to be followed in carrying out HUD programs; and
5. An action plan that provides a basis for assessing performance.

The statutes for the HUD CDBG grant programs set forth three basic goals, which are closely related to the major commitments and priorities of HUD. Each of these goals must primarily benefit very low-, low-, and moderate-income persons within the context described below:

1. To provide suitable living environment;
2. To provide decent housing; and
3. To expand economic opportunities

Current Activity

HOUSING

The goal of decent housing includes assisting homeless persons to obtain appropriate housing and assisting at risk persons to not becoming homeless; retention of the affordable housing stock; and increasing the availability of permanent housing in standard condition and affordable cost to low-income and very-low income families, particularly to members of disadvantaged minorities, without discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability. Decent housing also includes increasing the supply of supportive housing, which combines structural features and services needed to enable persons with special needs to live with dignity and independence.

Priority I- Increase Access to Affordable Housing

Five Year Goals

- Rehabilitation of existing own occupied units
- Increase homeownership opportunities
- Support non-homelessness supportive services
- Support housing authorities that serve Deerfield Beach

Description: Fund activities that expand the supply and improve the condition of affordable housing to low-to moderate-income households. Fund activities that leverage other public and private resources.

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; reducing isolation of income groups within a community or geographic area through spatial distribution of housing opportunities for persons of lower-income and revitalization of deteriorating or deteriorated neighborhoods; restoring and preserving properties of special historic, architectural or aesthetic value; and conservation of energy resources.

- Priority II- Provide for infrastructure improvements
- Priority III- Increase access to public service

Five Year Goals:

- Improvements to Deteriorated Infrastructure;
- Construction of Neighborhood Facilities;
- Removal of Handicapped Barriers;
- Provision of new or upgraded sanitary sewer and water;
- Provision of road drainage improvements; and
- Expand and diversify public and private resources committed to creating safe neighborhoods.

ECONOMIC OPPORTUNITIES

The goal of expanding economic opportunities includes the provision of jobs accessible to low-income persons, including provision of jobs involved in carrying out activities under programs covered by this plan to low-income persons living in areas affected by those programs and activities;

availability of mortgage financing for low-income persons at reasonable rates using non-discriminating lending practices; access to capital and credit for development activities that promote the long term economic and social viability of the community; and empowerment and self-sufficiency opportunities for low-income persons to reduce the generational poverty in federally assisted and public housing.

- Priority IV-Expand and diversify public service activities that enhance access to public services.

Five Year Goals

- Expand and diversity community services to provide opportunities for employment; and
- Expand and diversity job creation and business assistance activities to provide more job opportunities.

Annual Action Plan- Projects

Below is a summary of the eligible projects the City will undertake during the FY 2020-2021.

Proposed Projects	Amount
Purchase Assistance Program	\$252,566
Oveta McKeithen Recreational Complex Playground	\$150,000
Home Repair Program	\$100,000
Senior Transportation	\$25,000
Adult Day Care	\$15,000
Senior Health and Wellness	\$10,000
Planning and Administration	\$138,141
Total	\$690,707

Purchase Assistance- \$252,566

The City's Purchase Assistance program provides assistance to eligible homebuyers to purchase an existing or newly constructed (with a Certificate of Occupancy) eligible affordable home in Deerfield Beach. Eligible costs include 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.

Oveta McKeithen Recreational Complex Playground- \$150,000

The project at Oveta McKeithen Recreational Complex located at 445 SW 2nd Street, will include an interactive playground, new shock-absorbing safety surfacing, and a shade canopy.

Home Repair - \$100,000

The City's Home Repair program is available to assist eligible owner-occupied residents to rehabilitate their existing homes through construction, and/or installation of non-luxury, non-cosmetic structural, plumbing, electrical, and other general improvements that provide basic amenities. The home repair program is limited to low- to moderate-income homeowners and is available on a first qualified, first served basis.

Senior Transportation- \$25,000

The Senior Transportation program is made available to persons 62 years and older who need transportation throughout the city. The bus service includes the following: Monday through Friday to and from the NE Focal Point/Center for Active Aging, medical appointments, pharmacies for prescriptions, grocery and department stores, local malls, libraries, post offices, local parks, beaches and local restaurants.

Adult Day Care - \$15,000

The adult day care services 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.

Senior Health and Wellness Program- \$10,000

The program provides 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 are provided to encourage and promote the health and well-being of seniors.

Planning and Administration- \$138,141

Cost associated with administering the CDBG program and preparation of the Annual Action Plan and other required reports.

Recommendation

The eligibility of each project has been verified to ensure projects meet a national objective outlined by HUD and the goals and objectives identified in the proposed Consolidated Plan. Staff recommends that the City Commission approve the FY 2020/2021 through FY 2024/2025 CDBG Five Year Consolidated Plan and the Annual Action Plan for Fiscal Year 2020/2021. Staff is also seeking authorization to transmit the plans to HUD.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AND AUTHORIZING SUBMISSION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) FIVE YEAR CONSOLIDATED PLAN FOR FISCAL YEARS 2020/2021 THROUGH 2024/2025; ADOPTING AND AUTHORIZING SUBMISSION OF THE CDBG ANNUAL ACTION PLAN FOR FISCAL YEAR 2020/2021; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

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

WHEREAS, to receive Community Development Block Grant (“CDBG”) funding, every five years the City must assess local housing and community development needs, resources, and socioeconomic impediments toward building viable neighborhoods; and

WHEREAS, additionally, 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 CDBG program; and

WHEREAS, the proposed action plan for Fiscal Year 2020/2021 describes the activities to be performed by the City and the amount of funding allocated for each activity; and

WHEREAS, in Fiscal Year 2020-2021, the City will receive \$690,707 in CDBG funds; and

WHEREAS, staff recommends that the City Commission approve and authorize submission of the CDBG Five Year Consolidated Plan for Fiscal Years 2020/2021 through 2024/2025, attached as Exhibit “A,” (the “Five Year Plan”) and the 2020/2021 CDBG Annual Action Plan, attached as Exhibit “B” (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 Five Year Plan, attached as Exhibit “A,” and authorizes the appropriate City officials to submit the Consolidated Plan to HUD.

Section 3. The City Commission hereby approves the Action Plan, attached as Exhibit “B,” and authorizes the appropriate City officials to submit the Action Plan to HUD.

Section 4. The appropriate City officials are authorized to take all necessary actions to implement the 5 Year Plan and the Action Plan, to make technical revisions to the Five Year Plan and Action Plan as warranted and to carry out the aims of this Resolution.

Section 5. 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



City of Deerfield Beach
FY 2020-2024 Consolidated Plan
and
FY 2020-2021 Annual Action Plan

Prepared by
The City of Deerfield Beach
Community Development Department
325 NW 2nd Ave
Deerfield, Beach FL 33441

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Executive Summary

ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

The city of Deerfield Beach is located in northeastern Broward County, Florida, incorporated in 1925 and 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 due to the city's total population exceeding 50,000. 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.

The Consolidated Plan is a comprehensive document that describes the city's housing market conditions, identifies the need for affordable housing and community development, and provides strategies to address the needs over a five-year period. In order for the city to receive funds, the city develops and submits a five-year Consolidated Plan, every five years that is implemented in annual increments as Annual Action Plans. The Annual Action Plan identifies the proposed projects for federal funding each year and shows the linkage between projects and the specific objectives developed to address the priority needs identified in the Consolidated Plan.

The process to receive funds require the City to 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.

According to the Bureau of Economic and Business Research (BEBR), the City of Deerfield Beach population estimate was 78,573 in 2018. The beachfront city is a popular destination for both permanent and seasonal residents including the region's senior population. The housing needs assessment over the next five years for this plan was gathered using the most recent data, which includes American Community Survey (ACS) from the 2013-2017, and 2014-2018, data sets and supported by the U.S. Census Bureau.

In 2004, the city's population was estimated at 77,039, with a projection in increase to 80,880, by 2010, and 93,040, by 2020. The population growth from the 2004 information and the 2013 U.S. Census represents a 20.8% increase; however, that did not occur. Like much of Broward County, Deerfield Beach is essentially built out, which contributed to the unanticipated projected shortfall in the population projections. The city is now looking at how to accommodate future growth through infill development and redevelopment. The estimated median household income in 2018 was \$45,581 with a household size of 2.46 for owner occupied and 2.66 for renter occupied, compared in 2013 when the median income was \$34,041 and 2.26 owner occupied and 2.60 renter occupied in 2013.

According to the 2018 ACS, 33.2% of the city population is minority (27.5% Black or African American, 2.2% Asian, 0.3% American Indian and Alaska Native, 18.6% Hispanic, and 2.0 % two or more races). Whites comprise 64.5% of the population.

2. Summary of the objectives and outcomes identified in the Plan Needs

Assessment Overview

Priority I- Increase Access to Affordable Housing

- Rehabilitation of existing own occupied units;
- Increase homeownership opportunities;
- Support non-homelessness supportive services;
- Support housing authorities that serve Deerfield Beach; and
- Fund activities that leverage other public and private resources such as low-income tax credit projects.

Priority II- Provide for Infrastructure Improvements

- Improvements to Deteriorated Infrastructure;
- Construction of Neighborhood Facilities;
- Removal of Handicapped Barriers;
- Provision of new or upgraded sanitary sewer and water;
- Provision of road drainage improvements; and
- Expand and diversify public and private resources committed to creating safe neighborhoods.

Priority III- Increase Access to Public Services

- Fund projects that provide supportive services to low- to moderate-income households, senior as well as special needs.

Priority IV- Increase Economic Opportunities

- Expand and diversity community services to provide opportunities for employment
- Expand and diversity job creation and business assistance activities to provide more job opportunities

3. Evaluation of past performance

The city, with other public, private and non-profit community housing providers and non-housing service agencies, have made significant contributions to provide safe, decent, affordable housing, and a suitable living environment especially for low-to moderate-income individuals in the community. However, affordable housing opportunities remain one of the greatest needs of the city, as documented by the current Consolidated Plan and the most recent 2018 Consolidated Annual Performance Evaluation Report (CAPER).

The Consolidated Plan is a comprehensive document that describes the city's housing market conditions, identifies the need for affordable housing and community development, and provides strategies to address the needs over a five-year period. The CAPER provides an assessment of progress towards the five-year goals and the one-year goals of HUD entitlement grants CDBG. The most recent CAPER, the city exceeded its prior 5-year goal community revitalization. Over 8,275 persons were assisted with public facility and infrastructure improvements. The city also exceeded its goals in providing public service to improve the quality of life for citizens. The affordable housing programs met the goals established in the previous consolidate plan. Each year, the city reports its progress in meeting the five-year and annual goals in the CAPER. The city has consistently satisfied program mandates and expended funds in a timely manner. Furthermore, Deerfield Beach has successfully targeted funds to benefit low- and moderate-income persons and communities.

4. Summary of citizen participation process and consultation process

Citizen participation and consultation in the city's CDBG program are vital to its success. Deerfield Beach continues to work with key partner organizations for consultation of the plan, and to encourage the participation of the citizens they serve, including low-and moderate-income residents.

The city host and participates in several efforts to create and nurture ideas leading to community improvements and better delivery of community services. To do this, the city follows its adopted Citizen Participation Plan. The plan encourages citizen participation and involvement in all stages of the community planning process, from drafting of the Five-year Consolidated Plan, to preparation of the Annual Action Plans, to the filing of the CAPER. The city facilitates public meetings, workshops and makes copies of the plans available for review at the Community Development Department and on the city's website and accepts and incorporates citizens input and feedback electronically and by mail.

Summary of Citizens Participation Outreach for the Five-Year Consolidated Plan

- A Pre-Development Meeting was held on February 19, 2020
- Stakeholder Survey: A stakeholder survey was posted online to obtain input from the community organizations and stakeholders for comments on the City's Consolidated Plan.
- 30-day Public Comment Period: The public was also given the opportunity to comment on the draft plan and provide input on the priority needs of May 18, 2020 to June 15, 2020. All comments were to be received by 5:00PM June 15, 2020, in the Community Development Office, electronically at jsalas@deerfield-beach.com or mailed to 325 NW 2nd Avenue, Deerfield Beach, FL 33441 by June 15, 2020.
- Public Hearing: A public hearing was held on June 16, 2020 at 7:00PM, utilizing communications media technology with elected officials and City staff through video conferencing. The hearing was to approve the Consolidated Plan and the first year of the Annual Action Plan.

5. Summary of public comments

Public comments on the draft of the Consolidated Plan and Action Plan were received through June 15, 2020. All Comments were accepted by the City's Community Development Department. A summary of comments can be found in PR-15 Citizens Participation.

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

All comments and responses were accepted.

7. Summary

This five-year plan assesses the city's affordable housing and community development needs and market conditions outlines a comprehensive and coordinated strategy for addressing them. Using CDBG funds and by leveraging other public and private investments, the city of Deerfield Beach will:

- Increase Access to Affordable Housing;
- Increase Access to Public Services;
- Increase Economic Opportunity; and
- Improve Public Facilities and Infrastructure.

The Process

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

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

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

Table 1 Responsible Agencies

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

Narrative

The City of Deerfield Beach Community Development Department is the lead entity responsible for the preparation of the Consolidated Plan. The Community Development Department is also responsible for the administration of Community Development Block Grant Program (CDBG).

Consolidated Plan Public Contact Information

Vicki Placide-Pickard
Director of Community Development
325 NW 2nd Avenue
Deerfield Beach, FL 33441
Vpickard@dfb.city
P: 954-571-2675

PR-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

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)).

As part of 2020-2024 Consolidated Plan, surrounding agencies, service providers, public, private, non-profit providers, and public organizations were consulted to deliver housing and community development services to the community. As the administrator of HUD's CDBG programs the city's Community Development Department acts as a hub for housing and community development in the area. Open lines of communication are maintained between the city and the area's many nonprofit and social service agencies.

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.

The Homeless Initiative Partnership Services is administered through funding from Broward County, the state and the federal government to maintain a county-wide Continuum of Care system. Broward County's Homeless Continuum of Care addresses all aspects of homelessness including prevention, outreach, emergency shelter, transitional and permanent affordable housing and supportive services.

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

The city strives to support the development and expansion of facilities to address these needs through the coordination of efforts with other units of local government, including Broward County. This cooperative approach will better enable social service agencies to secure adequate funding for the special needs of families with children, the homeless, those threatened with homelessness, and those not capable of achieving independent living. The city does not receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities.

Table 2 – Agencies, groups, organizations who participated

	Name	Type of Organization
1	Deerfield Beach Housing Authority	Housing Authority
2	Deerfield Beach Family Empowerment	Non-Profit
3	Broward Sheriff's Office	Government
4	Broward County Housing Authority	Housing Authority
5	Broward 211	Non-Profit
6	Childs Service Council of Broward County	Non-Profit
7	Family Central	Non-Profit
8	Broward County Housing Finance & Community Redevelopment Division	Government
9	Jim & Jan Moran Boys & Girls Club	Non-Profit
10	Deerfield Beach Chamber of Commerce	Non-Profit
11	Deerfield Beach Historical Society	Non-Profit
12	Deerfield Beach Rotary	Non-Profit
13	Deerfield Beach Kiwanis Club	Non-Profit
14	HOPE, Inc.	Non-Profit
15	Broward Regional Health Planning Council	Non-Profit

Identify any Agency Types not consulted and provide rationale for not consulting
All applicable agencies were consulted.

Table 3. 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?
City of Deerfield Beach Strategic Plan	City of Deerfield Beach	The city's overall goals and priorities as it relates to affordable housing, economic opportunities, aging infrastructure and community development efforts.
City of Deerfield Beach Capital Improvement Plan	City of Deerfield Beach – Financial Services-Budget	The city's 5-year plans for improvements of facilities and infrastructure to address community needs.
City of Deerfield Beach Comprehensive Plan	City of Deerfield Beach – Planning & Development Services	The city Comprehensive Plan identifies the city's housing needs, future land use, recreation and open, capital improvement
City of Deerfield Beach– Local Housing Assistance Plan (LHAP)	City of Deerfield Beach Community Development	The city administers the State funded housing program to assist very low/low and moderate-income person/families. The city follows the LHAP to administer the housing programs.
Broward County Consolidated Plan	Broward County	Addressing Community Needs.
Lead Based Paint Program	Broward County Health Department	Health issues regarding Lead Based Paint.
10-Year Plan to end Homelessness	Broward County Homeless Initiative Partnership	Housing and services need of the community.

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City interacts formally and informally with numerous local, state and regional agencies, utility companies, authorities, and special districts for the provision and regulation of services. The City is part of the Broward County Home Consortium which includes Coconut Creek, Coral Springs, Davie, Deerfield Beach, Lauderhill, Margate, Miramar, Pembroke Pines, Plantation, Sunrise and Tamarac.

Narrative

N/A

PR-15 Citizen Participation - 91.401, 91.105, 91.200(c)

1. 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 emphasis on persons of low- to moderate-income, in addition to slum and blighted areas. Consistent with the Act, the city 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 way hearings are advertised and conducted.

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

A draft of the Deerfield Beach 2020 Consolidated Plan was made available for public review, input and comment 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 Consolidated Plan. The plan was available for review on the city's website <http://www.deerfield-beach.com/1769/Approved-Docs>, Community Development Department, and the Deerfield Beach Housing Authority.

Table 4: Citizen Participation Calendar

Date	Activity
February 3, 2020	Notice of Pre-Development Meeting
February 19, 2020	Pre-Development Meeting for Citizen Input
May 18, 2020	Notice of 30-day comment period
May 18, 2020 to June 15, 2020	30-day public comment period
June 16, 2020	Public Hearing and proposed approval of 2020 Consolidated Plan

The city 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 Sun Sentinel*, 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 30 working days, where practicable.

Table 5. 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	N/A
2	Website – City of Deerfield Beach and DBHA	Broad Community Outreach	N/A	N/A	N/A	N/A
3	Public Meeting	Broad Community Outreach	<i>A public hearing was held on June 16, 2020. Will add after Commission meeting</i>	All Comments Accepted	All Comments Accepted	N/A
4	Local Community Meetings	Broad Community Outreach	Designate information about programs	Exhibit 3	All Comments Accepted	N/A
5	City Community Centers	Broad Community Outreach	Designate information about programs	N/A	N/A	N/A
6	30-Day Public Comment	Broad Community Outreach	The public was given the opportunity to comment on the draft plan and provide input on the priority needs of the community through a 30-day comment period from May 1, 2020 to May 31, 2020.	All Comments Accepted	All Comments Accepted	N/A

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The purpose of a needs assessment is to provide decent housing by assisting homeless persons to obtain appropriate housing and assist at risk persons to not become homeless; retention of affordable housing stock; increase the availability of permanent housing in standard condition and affordable cost to low-income and very low-income families, particularly members of disadvantaged minorities, without discrimination on the basis of race, color, religion, sex, national origin, family status, or disability.

Decent housing also includes increasing the supply of support housing, which combines structural features and services needed to enable persons with special needs to live with dignity and independence. The goal of the city's housing program is to preserve affordable housing, and to further the goals, objectives and policies of the city.

The U.S. Census Bureau's Decennial Census provides actual counts of population and housing units every ten years, with the most recent one conducted in 2010. The 2020 Census count is taking place during the preparation of this plan. While the American Community Survey uses reduced sample size when compared to the Census, it does provide more timely and relevant data. The 2010 Census and ACS 2017, and 2018, are used to provide an array of reporting data; including demographic data, such as population counts, age and race/ethnicity along with housing unit counts, occupancy and tenure.

The city's 2020-2024 Consolidated Plan was gathered from various sources, but not limited to, Comprehensive Housing Affordable Strategy (CHAS) system, HUD low to moderate income special tabulation data, 2010 U.S. Census data, American Community Survey 2013-2017, and 2014-2018, Bureau of Economic and Business Research, and the Florida Clearinghouse.

In the State of Florida, the most accurate municipal level population estimates in the intercensal years are produced by the University of Florida's Bureau of Economic and Business Research (BEBR). According to the Bureau of Economic and Business Research (BEBR), the City of Deerfield Beach population was estimated at 78,573 in 2018, and 41,585 estimated housing units in 2017.

Table 6. Population Projection

Year	Population	% Change
2010	75,039	0%
2015	77,263	2.96%
2020	78,232	1.24%
2025	78,567	0.43%
2030	80,856	2.91%
2035	80,995	0.17%
2040	80,782	-0.26%

Sources: Broward County 2014 Traffic Analysis Zones and Municipal Forecast Update

Table 7: Race and Hispanic Origin

	Deerfield Beach		Broward County	
	Number	Percentage	Number	Percentage
White alone	39,122	49.0%	1,354,542	70.9%
Black or African American alone	21,495	26.9%	524,739	27.5%
American Indian and Alaska Native alone	69	0.1%	3,188	0.2%
Asian alone	1,781	2.2%	67,313	3.5%
Native Hawaiian/Other Pacific Islander alone	17	0.0%	946	0.0%
Some other race alone	792	1.0%	10,121	0.5%
Two or more races	1,713	2.1%	37,797	2.0%
Hispanic or Latino (of any race)	14,865	18.6%	554,609	29.1%

Source: 2014-2018 ACS Data

Map 1. Predominant Population Race

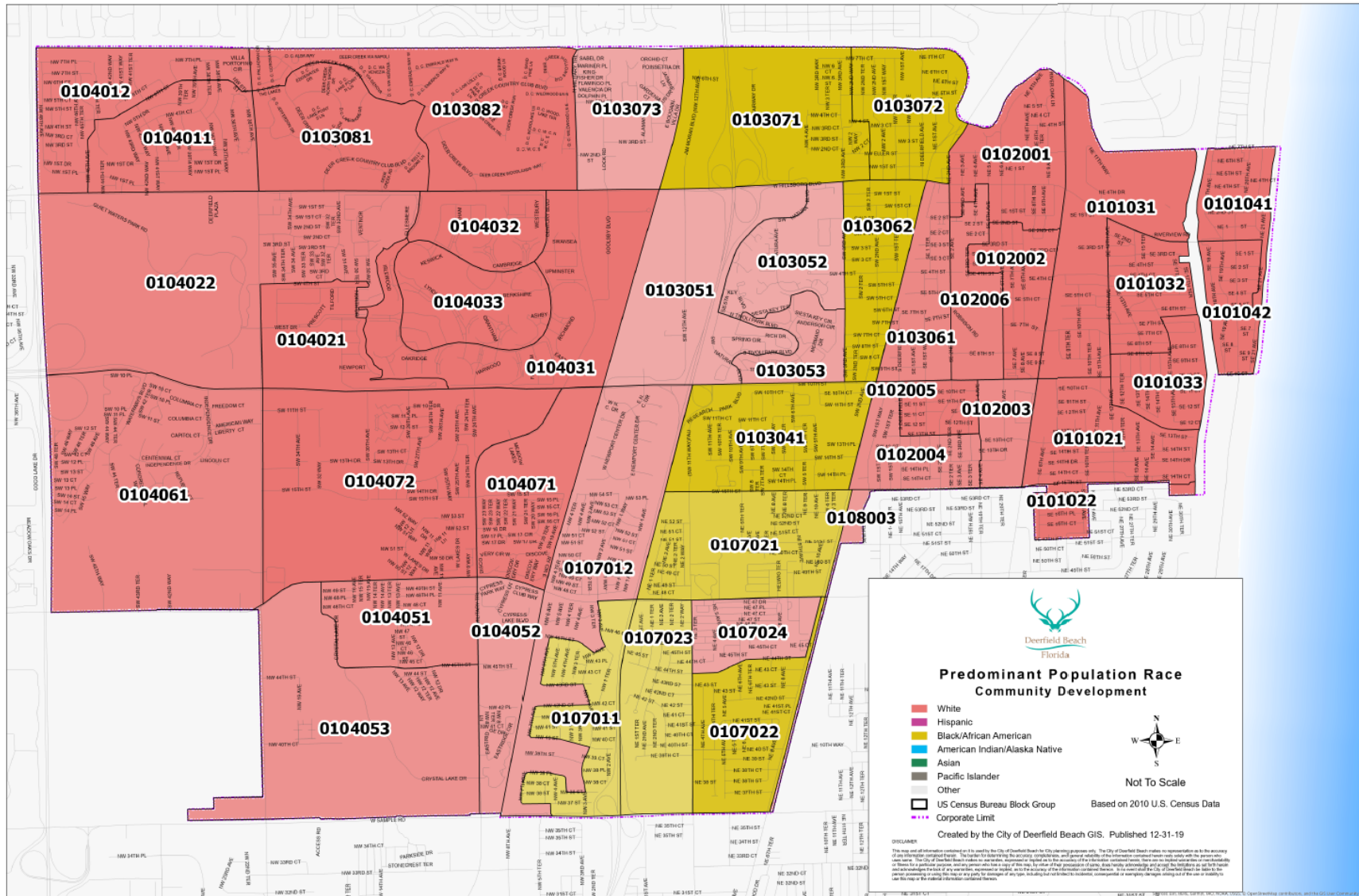


Table 8: Housing Tenure

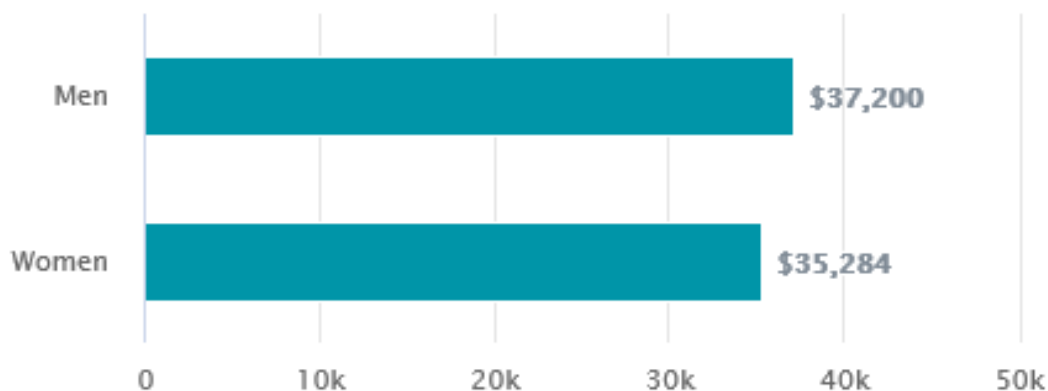
Housing Tenure	Deerfield Beach		Broward County	
	Number	Percentage	Number	Percentage
Owner Occupied	18,887	59.8%	423,316	62.1%
Renter Occupied	12,976	40.7%	258,722	37.9%
Total Occupied	31,863	76.4%	682,088	83.1%
Vacant Units	9,746	23.4%	139,000	16.9%
Total	41,609	100%	821,088	100%

Source: 2018 ACS 5-year Estimate

Table 9: Household Income

	Deerfield Beach		Broward County	
	Number	Percentage	Number	Percentage
Less than \$10,000	2,532	7.9%	44,143	6.5%
\$10,000 to \$14,999	2,522	7.9%	29,764	4.4%
\$15,000 to \$24,999	3,599	11.3%	66,587	9.8%
\$25,000 to \$34,999	3,698	11.6%	67,709	9.9%
\$35,000 to \$49,999	5,065	15.9%	91,913	13.5%
\$50,000 to \$74,999	6,103	19.2%	122,637	18.0%
\$75,000 to \$99,999	3,453	10.8%	82,582	12.1%
\$100,000 to \$149,999	2,893	9.1%	93,240	13.7%
\$150,000 to \$199,999	1,144	3.6%	38,323	5.6%
\$200 or more	854	2.7%	45,290	6.6%
Median Household Income	\$45,581		\$57,333	
Total	31,863	100%		100%

Source: ACS 2014-2018 Data

CHART 1. Median Earnings for Full-Time Year-Round Workers by Sex

Source: ACS 2014-2018 Data

Table 10: Income Distribution

	Owner		Renter	
	Number	Percentage	Number	Percentage
Household Income <=30% HAMFI	3,460	17.6%	3,020	24.5%
Household Income > = 30% TO <= 50% HAMFI	3,085	15.7%	2,050	16.6%
Household Income > 50% < =80% HAMFI	4,065	20.6%	3,000	24%
Household Income > 80% to < =100% HAMFI	2,290	11.6%	1,340	10.9%
Household Income > = 100% HAMFI	6,800	34.5%	2,910	21.8%
Total	19,700	100%	12,325	100%

Source: 2013-2017 ACS Data

Table 11: Housing Cost Burdened Overview

	Owner		Renter	
	Number	Percentage	Number	Percentage
Cost Burden <=30%	12,090	61.4%	5,545	45.0%
Cost Burden > = 30% TO <= 50%	3,695	18.8%	2,865	23.2%
Cost Burden > 50%	3,350	17.0%	3,670	29.8%
Cost Burden not available	570	2.9%	245	2.0%
Total	19,700	100%	12,325	100%

Source 2013-2017 ACS Data

Table 12: Housing Problems Overview

	Owner		Renter	
	Number	Percentage	Number	Percentage
Household has at least 1 to 4 Severe Housing Problems	7,585	38.5%	7,000	56.8%
Household has none of 4 Severe Housing Problems	11,560	58.7%	5,080	41.2%
Cost burden not available, no other problems	555	2.8%	245	2.0%
Total	19,700	100%	12,325	100%

Source: 2013-2017 ACS Data

Table 13: Severe Housing Problems

	Owner		Renter	
	Number	Percentage	Number	Percentage
Household has at least 1 to 4 Severe Housing Problems	3,940	20.0%	4,375	35.5%
Household has none of 4 Sever Housing Problems	15,205	77.2%	7,705	62.5%
Cost burden not available, no other problems	555	2.8%	245	2.0%
Total	19,700	100%	12,325	100%

Source: 2013-2017 ACS Data

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Public facilities are necessary in order to create safer and more suitable living environment, particularly for low and moderate-income areas. Public facilities in low-income areas provide centers for the delivery of public services, workforce development training, childcare, services for the seniors, and community programming.

How were these needs determined?

The city engages the community to provide their input on their needs by utilizing face to face engagement, community input surveys as well as comments received from residents. Public facility needs were determined by an assessment of the low-to moderate-income area and consultation with the city's Capital Improvement Program. Projects included in the city's Capital Improvement Program were derived from needs assessments performed by city staff.

Describe the jurisdiction's need for Public Improvements

The city has an aging infrastructure that needs to be addressed. Roads, sidewalks, drainage, lighting, multi-use paths, and roadway beautification are top priorities for the city. There is also a great need to make the public infrastructure more inviting to people with disabilities by increasing the number of ramps and ensuring ADA compliance.

How were these needs determined?

Public Input is a major element in establishing the needs for Public Improvements. The city engages the community to provide their input on their needs. We utilize face to face engagement, community input surveys as well as we receive comments via the departments email as well as on social media. Public improvement needs were also determined by an assessment of the low-to-moderate income area and consultation with the city's Capital Improvement Program.

Describe the jurisdiction's need for Public Services:

The city has a great need to expand and improve public services to provide support for the growing population especially the senior population.

How were these needs determined?

Public Input is an important element in establishing the priorities for the use of the CDBG funding for the city. Departments also submitted the projects and estimated the project's cost.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

Table 14: Housing Type

Single Family Units	11,882
Multi-Family Units	11,335

Source: 2013-2017 ACS Data

Table 15: Acreage Totals

Single Family Future Land Use	53.4%, 2,997.36 Acres
-------------------------------	-----------------------

Source: 2013-2017 ACS Data

Housing Market Characteristics:

Throughout Deerfield Beach, one-unit detached structures make up 24.9% of all housing units according to the 2018 ACS. The City has 41,609 housing units with 9,746 (23.4%) of those units vacant. The vacancy of properties has decreased from 10,531 properties in 2012. Of the remaining 31,863 occupied units, 18,887 (59.3%) are owner occupied, while 12,976 (40.7%) are renters. The 2014-2018 ACS provided additional characteristics of occupied housing units. 50.1% of owner-occupied housing units have a mortgage, with the majority having a monthly payment between \$1,000 and \$1,499.

Public Housing:

The Deerfield Beach Housing Authority (DBHA) oversee Public Housing in the City. In FY 2019 DBHA provided housing for over 200 families with children and approximately 560 individuals receiving direct benefits from housing programs including services to veterans, seniors and people with disabilities. The Housing Choice Voucher program served close to 1,000 individuals in the capacity of an economic boost for many landlords in the area. DBHA has approximately 520 individuals on the Housing Choice Voucher (Section 8) waiting list and is aware there are more individuals in need of housing assistance; as the public housing waiting list has not opened since 2011. DBHA intends to open the list in early 2020.

DBHA currently oversees 3 properties in the city: Stanley Terrace Apartments, the Palms Apartments and the Palms Townhomes. Stanley Terrace Apartments converted to Rental Assistance Demonstration (RAD) on October 1, 2016. The conversion allows residents rents to remain being calculated as if it was public housing but with a cap, also known as the contract rents. Stanley Terrace Apartments offer 100% section 8, based on 00% tax credit. DBHA offers Mobility Vouchers to 10% of the Stanley Terrace Apartment Complex. Stanley Terrace Apartments has a 100% current occupancy rate.

The Palms Apartments is designated as a senior community for individuals age 65 and up only. It features 100, one-bedroom and efficiency units, secured entry and patrolled grounds, laundry facilities, onsite staff and maintenance, and a large community room. The Palms Apartments are currently being renovated. The Palms Townhomes is a Low-Income Housing Tax Credit property constructed and opened in 2008, through collaboration with private and public partners. The property is designed for working families and consist of 56 Townhome units; 24 two-bedroom units 1.5 bath and 32 three-bedroom units 2.5 baths.

Homeless: N/A

Barriers to Affordable Housing:

Deerfield Beach is at a pivotal point where it is experiencing economic growth and low unemployment. However, housing cost have been growing at a rapid pace and incomes cannot keep up. Residents spending more than 30% of household income on housing is defined as “cost burden.” The need for affordable housing is very prevalent with an aging current housing stock in Deerfield Beach. In Broward County rents outpace wages for many occupations.

Significant Characteristics of the Economy:

Housing affordability is vital to the social and economic sustainability of the city. By providing a range of affordability, young families, seniors and employees directly benefit and become more successful. Housing affordability also strengthens the city’s economy by enhancing the market competitiveness; ensuring employers have access to the workers they need for a variety of jobs; providing better access for workers to homes near their jobs, attracting the best employees, connecting business owners with a stable customer base, and allowing consumers the flexibility to spend less of their income on housing. The ability to provide enough affordable housing to low- to moderate-income persons is increasingly important for Deerfield Beach to meet full economic development potential. Without enough supply of housing affordable for low- to moderate-income workers and families, it will become increasingly difficult to continue to grow vibrant, sustainable economy in the future.

Table 16: Tenure by Household Size

Tenure by Household Size	Deerfield Beach		Broward County	
	Number	Percentage	Number	Percentage
Owner-Occupied	31,755	76.40%	420,780	63.20%
1-person household	7,685	40.50%	113,955	27.10%
2-person household	6,670	35.10%	145,999	34.70%
3-person household	2,014	10.60%	66,374	15.80%
4-or more person household	2,611	13.80%	94,452	22.40%
Renter-Occupied	12,775	40.20%	255,048	37.70%
1-person household	4,515	35.30%	81,382	31.90%
2-person household	3,535	27.70%	72,836	28.60%
3-person household	2,318	18.10%	43,365	17.00%
4-or more person household	2,407	18.80%	57,462	22.50%

Source: 2013-2017 ACS Data

Housing Assessment:

The housing assessment addresses the household needs for

- Extremely low-income,
- Moderate-income and middle-income,
- Renters and owners,
- Elderly persons,
- Persons with disabilities,
- Persons and families with HIV/AIDS,
- Single persons and small related families,
- Large families, and
- Public housing and Section 8 recipients and persons on waiting lists.

The income limits table used to provide low-to-moderate income estimates have been “benchmarked” using the income data from the 2017 ACS. Estimates are calculated at three income levels moderate income (51-80%), low income (31-50%), and very low income (30% and below). Estimates are calculated for the following:

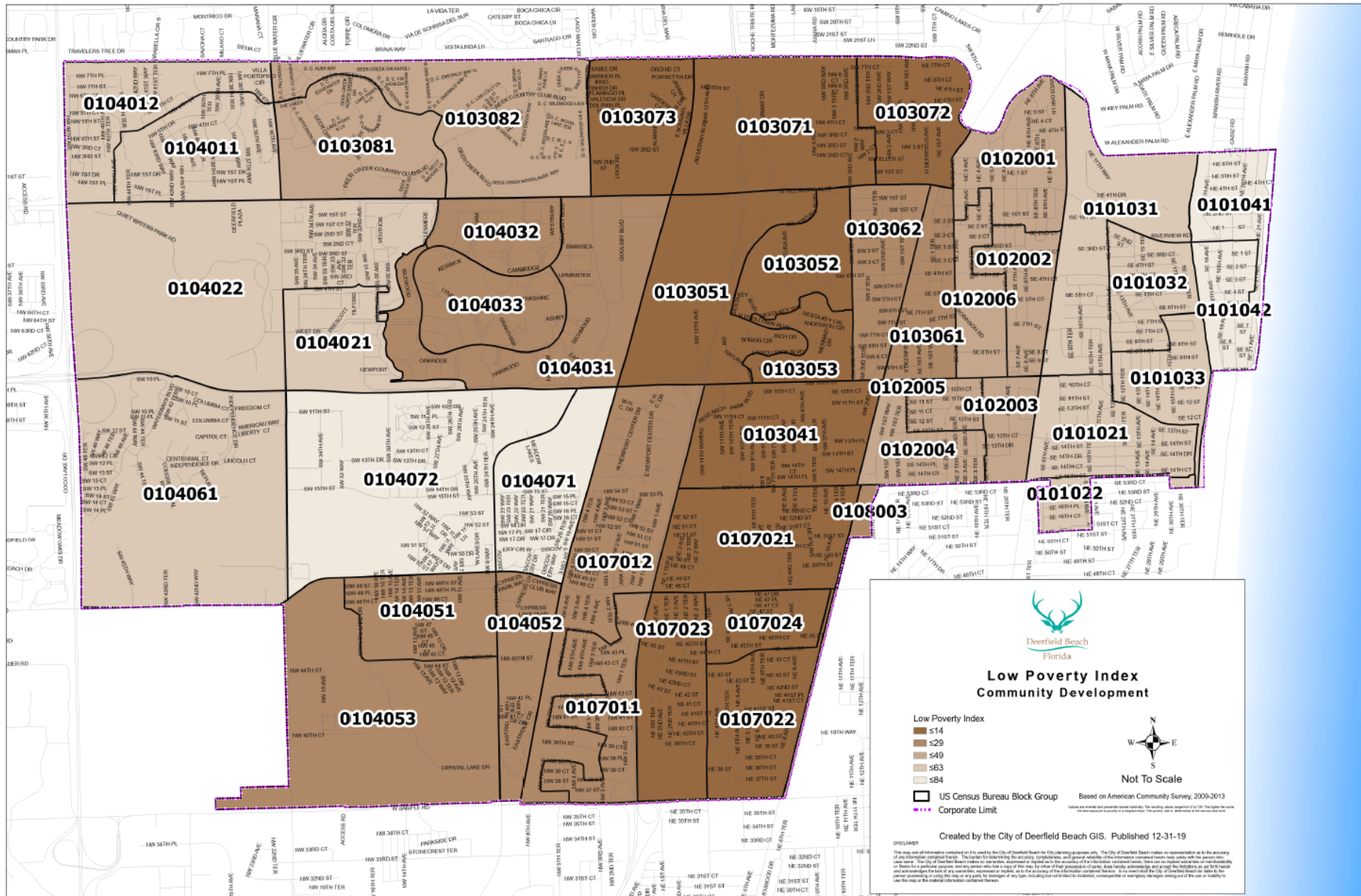
- The number of family households at or below each income level;
- The number of non-family households below each income level;
- Persons in family households below each income level;
- Persons in non-family households below each income level;
- Total households below each income level; and
- Total persons in households below each income level

The City’s median household income according to the 2018, ACS is \$45,581, which is \$11,752 less than Broward County’s median household income of \$57,333. More than 55% of the City household incomes makes less than \$50,000.

Poverty:

According to the 2018 ACS, 17% of Deerfield Beach residents live below the poverty line. The data indicates 21% of all families with related children under 18 years old in the household live below the poverty line. Thirty -six (36%) families with a female householder with no husband present, and with related children under 5 live below the poverty line, this is the highest percentage of those living in poverty in the city.

Map 3. Low Poverty Index



Consolidated Plan

DEERFIELD BEACH

22

The Comprehensive Housing Affordability Strategy (CHAS) data provided by HUD provides information from 2012-2016. The data indicates that 65.5% of owner household income is 0-100% of the HUD Area Median Family Income (HAMFI), whereas 34.5% of the owner household income exceeds 100% HAMFI. 76.4% of renter's income are between 0-100% of AMI, whereas 23.6% of renter's income exceed 100% HAMFI.

Table 17: Income Distribution Overview

	Owner		Renter	
	Number	Percent	Number	Percent
Household Income <= 30% HAMFI	3,460	17.6%	3,020	24.5%
Household Income > 30% to < = 50% HAMFI	3,085	15.7%	2,050	16.6%
Household Income > 50% to < = 80% HAMFI	4,065	20.6%	3,000	24.0%
Household Income > 80% to < = 100% HAMFI	2,290	11.6%	1,340	10.9%
Household Income > 100% HAMFI	6,800	34.5%	2,910	21.8%
Total	19,700	100.0%	12,325	100.0%

Source: CHAS data 2012-2016

Cost burdened, substandard housing, and overcrowding (especially for large families) are key factors that indicate the economic status of communities and neighborhoods. CHAS data classifies these indicators as "housing problems". The CDBG low-to moderate-income data and CHAS data were analyzed for the City's Consolidated Plan, to determine housing priorities.

Cost Burden: Cost burdened is the fraction of a household's total gross income spent on housing. For renters, housing costs include rent paid by the tenant plus utilities. For owners, housing costs include mortgage payment, taxes, insurance, and utilities. Housing issues include cost burden greater than 30% of income and/or overcrowding, meaning 1.01 or more persons per room, and/or without complete kitchen or plumbing facilities. Severely cost burdened households spend more than 50% of their income on housing costs.

The 2018 ACS indicates 21.5% of the city's population is 65 and over.

Table X. shows 20.4% of all households have a cost burden between 30% and 50%, and 21.9% of all residents had a cost burden exceeding 50% of their income.

Overcrowding is defined when there is more than 1 person per room per dwelling unit. The term dwelling unit excludes bathrooms, open porches, utility rooms, unfinished attics, or any other room not used for living purposes.

Substandard Housing

A house is considered substandard when it is lacking plumbing, does not have air-conditioning (A/C), and/or lacks a complete kitchen. With the warm climate in South Florida, lack of A/C can become a hazard on any household. The city's Code Enforcement Division refer residents with code violations that can be corrected under the home repair program to the Community Development Department to seek consultation.

The most common substandard housing related issues in Deerfield Beach is leaking roofs, windows and doors, inoperable A/C units, hot water heater tanks, and bathroom and kitchen with leaking pipes.

The CHAS data shows approximately 77% of owner occupied and 62% of renter occupied households in the City do not have any of the four severe housing problems. However, 20% of owners and 35.5% of renters indicated they are experiencing at least 1 of 4 severe housing problems.

Table 18: Housing Problems Overview

	Owner		Renter	
	Number	Percent	Number	Percent
Household has at least 1 to 4 Housing Problems	7,585	38.5%	7,000	56.8%
Household has none of the 4 Housing Problems	11,560	58.7%	5,080	41.2%
Cost Burden not available, No Other Problems	555	2.8%	245	2.0%
Total	19,700	100.0%	12,325	100.0%

Source: CHAS Data 2012-2016

Table 19: Severe Housing Problems

	Owner		Renter	
	Number	Percent	Number	Percent
Household has at least 1 to 4 Severe Housing Problems	3,940	20.0%	4,375	35.5%
Household has none of 4 Severe Housing Problems	15,205	77.2%	7,705	62.5%
Cost burden not available, no other problems	555	2.8%	245	2.0%
Total	19,700	100.0%	12,325	100.0%

Source: CHAS Data 2012-2016

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

Economic Development Market Analysis

The city's Economic Development Department seeks to enhance the quality of life for residents through the expansion of the local tax base. Economic Development consists of business attraction, retention and expansion. Economic Development staff act as ombudsmen for local business owners to identify and resolve barriers that their businesses may face. The Economic Development Office maintains strong relationships with state and county economic development organizations to market the City of Deerfield Beach to prospective new companies. The department works in partnership with the Deerfield Beach Chamber of Commerce and the Deerfield Beach Economic Development Council.

The department assists businesses with local and regional needs. The Business Outreach Program is a free service designed to identify the needs of local employers and connect them with resources and solutions to remove barriers to growth and help companies thrive in Deerfield Beach. Quarterly roundtables are designed to connect with businesses in the City and provide and collect valuable information on Economic Development initiatives, the future of industries in Deerfield Beach and to facilitate networking opportunities among local businesses. The City's future, prosperity and competitiveness depend on meeting pressing economic challenges local businesses face today. By bringing together key business owners and top management to these roundtables, understanding their needs and brainstorming on best ways to address them, the business community and local government can make valuable contributions to assist in the creation of a healthy and vibrant business climate that creates opportunity for everyone in Deerfield Beach.

Table 20: Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	129	37	0	0	0
Arts, Entertainment, Accommodations	4,624	4,089	16	11	-5
Construction	1,677	3,884	6	10	4
Education and Health Care Services	4,102	3,961	14	11	-4
Finance, Insurance, and Real Estate	2,135	2,813	7	7	0
Information	634	585	2	2	-1
Manufacturing	1,151	2,839	4	8	4
Other Services	1,241	889	4	2	-2
Professional, Scientific, Management Services	2,622	4,579	9	12	3
Public Administration	0	0	0	0	0
Retail Trade	4,566	4,456	16	12	-4
Transportation and Warehousing	858	2,343	3	6	3
Wholesale Trade	1,668	3,106	6	8	2
Total	25,407	33,581	--	--	--

Source: 2011-2015 ACS (Workers), 2015 Longitudinal Employer-Household Dynamics (Jobs)

Table 21: Labor Force

Total Population in the Civilian Labor Force	41,996
Civilian Employed Population 16 years and over	41,949
Unemployed	3,129
Employed	38,820
Armed Forces	47
Unemployment Rate	7.5%

Source: 2014-2018 ACS

Table 22: Occupation by Sector

Occupations by Sector	Number of People
Management, business and financial	6,075
Farming, fisheries and forestry occupations	1,355
Service	5,340
Sales and office	9,495
Construction, extraction, maintenance and repair	3,695
Production, transportation and material moving	2,180

Source: 2011-2015 ACS

Table 23: Employment Status and Type of Employer

Class of Worker	Number	Percent
Private wage and salary workers	31,735	8.10%
State, or local government employees	3,532	9.10%
Self-employed workers in own not incorporated business	3,456	8.90%

Table 24: Residents Travel Time

Travel Time	Number	Percentage
< 30 Minutes	22,310	65%
30-59 Minutes	10,500	31%
60 or More Minutes	1,505	4%
Total	34,315	100%

Source: 2011-2015 ACS Data

Table 25: Commuting Method

Mode of Transportation	Number	Percent
Car, Truck, or Van – drove alone	30,109	78.80%
Car, Truck, or Van - carpooled	3,667	9.60%
Public Transportation (excluding taxicab)	590	1.50%
Walked	498	1.30%
Other Means	1,763	4.60%
Worked at Home	1,582	4.10%

Source: American Community Survey 2018

Education

Educational Attainment by Employment Status (Population 16 and Older)

Table 26: Educational Attainment by Employment Status

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	2,685	505	1,660
High school graduate (includes equivalency)	9,685	1,210	2,885
Some college or Associate degree	9,285	720	1,805
Bachelor's degree or higher	7,920	490	1,175

Source: 2011-2015 ACS

Table 27: Educational Attainment by Age

	Age				
	18–24 yrs.	25–34 yrs.	35–44 yrs.	45–65 yrs.	65+ yrs.
Less than 9th grade	215	365	405	1,225	1,360
9th to 12th grade, no diploma	895	785	550	1,510	2,080
High school graduate, GED, or alternative	1,880	3,360	3,105	7,315	6,110
Some college, no degree	1,920	2,410	2,115	3,745	2,885
Associate degree	425	1,045	1,025	1,505	1,045
Bachelor's degree	420	2,270	1,800	3,230	2,290
Graduate or professional degree	45	510	630	1,145	1,815

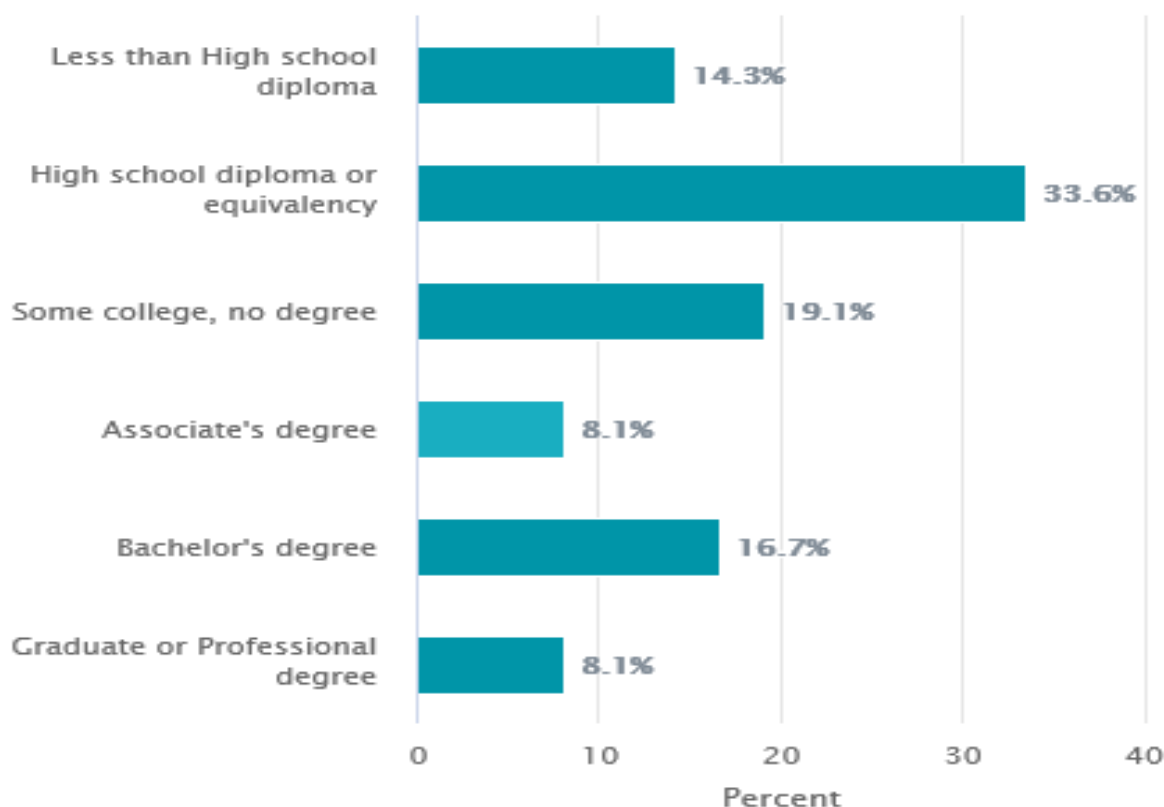
Source: 2011-2015 ACS

Table 28: Educational

Educational Attainment	Median Earnings in the Past 12 Months for Population over 25
Less than high school graduate	23,018
High school graduate (includes equivalency)	25,545
Some college or Associates degree	31,716
Bachelor's degree	37,731
Graduate or professional degree	47,508

Source 2017 ACS

Chart 2: Educational Attainment of People in the City of Deerfield Beach, Florida



Data Source: ACS 2014-2018 Data

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The major employment sectors within the city are: Arts, Entertainment, Accommodations, Education and Healthcare Services, and Wholesale and Retail Trade. Unlike the major business sectors within the city, the education and healthcare sectors have slightly more workers than jobs.

The major employers in the city are JM Family Enterprises, Broward Health North, Double Eagle Distributing, List Industries, People's Trust Insurance, Publix Distribution, Republic National Distributing, SHL Pharma, Sun Sentinel and Sylvester Comprehensive Cancer Center.

Describe the workforce and infrastructure needs of the business community:

Generational Poverty is defined as a family having lived in poverty for at least two generations. It is important to understand the difference between Generational Poverty and Situational Poverty. A person/family can experience Situational Poverty when their income and support is decreased due to a specific change—job loss, divorce, death, etc.

While there can be a domino effect caused by this one significant change, families experiencing Situational Poverty tend to remain hopeful, knowing that this is a temporary setback. This typically is not so with generational poverty. Generational Poverty is a large piece of the City of Deerfield Beach that the Economic Development Department is working to eradicate and suppress.

The city of Deerfield Beach recognizes that workforce development is an essential component of economic growth and designs and implements programs to create, sustain and retain a workforce that can support the changing needs of current and future businesses. The city partners with prestigious organizations to develop and provide job training for unemployed and/or underemployed residents and provide local employers with access to job-specific skilled workers.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period.

The extension of the Sawgrass Expressway may affect accessibility to some businesses, hindering expansion plans for the road work ahead. Business support may be needed to make sure operations remain intact and that this project does not affect them negatively.

Describe any needs for workforce development, business support or infrastructure these changes may create.

N/A

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

There is a gap between local workforce and employment opportunities due to the high concentration of advanced industries in the City.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Hire Deerfield Beach (DFB) is a new program created by the Deerfield Beach Economic Development Department. The program has been designed to encourage the hiring and retention of Deerfield Beach residents to new jobs in the City and to help offset on boarding costs. Eligible applicants may receive a one-time award based in increments of \$500 per eligible employee. The program is subject to the City's funding cycle and applications are accepted and reviewed on a first come, first eligible, first complete basis. All new jobs must be on site at a facility located within City limits and 25% of the new employees must be comprised of residents in a low-income census tract in Deerfield Beach. Existing employees on current payroll are not eligible and the employer must offer

a minimum of 5 new jobs. New jobs must be created within three (3) months of approval of application and the employer must retain employee(s) for a minimum of six months.

Employers must be a new or existing non-retail businesses located within City limits that have not received other type of Economic Development incentives within the past 2 years. Applicants must possess a valid city and county business license and the business licenses must be kept current throughout the Program. A business must either own the property or have an executed multi-year lease (3-year minimum). The new jobs offered by the Applicant shall add to the city's total job base and/or result in a net increase in the number of employees of the non-retail business.

Deerfield Beach Launch Code is a robust and practical course covering core concepts of code, web development, and job-oriented skill track. Launch Code provides proven pathways for course grads to enter the apprenticeship job program and land full-time tech jobs. Students enrolled in the program become trained developers, learning skills in C#, Python, Java, and JavaScript. Continued and ongoing job-readiness support are provided, including interview prep, resume reviews, workshops, and soft skills training. Residents registered with the program will receive in-person instruction and mentorship from experienced Teaching Assistants.

According to the Bureau of Labor Statistics for Broward County, in an average month between September 2016 and September 2018, there were 1,510 job postings for Computer programmers and Developers, and only 368 hired, which means 1 hire for every 4 job postings. The city partnered with Launch Code, a non-profit organization to provide free job training in Coding through a 6-month, part-time class known as LC101 and place graduates into a paid technical apprenticeship with major companies from start-ups to Fortune 500 corporations. The city desires to collaborate with Launch Code to provide Launch Code LC101 training within the city to help enable attendees to become web developers and maximize access to career opportunities with advancement potential by learning new skills in coding and get matched with employers.

The city also uses other job training programs to encourage Deerfield Beach residents to work within Deerfield Beach. One of the programs is Qualified Target Industry Refund (QTI) is designed to encourage the creation of high-skill jobs and encourage the growth of corporate headquarters and other targeted industries. Pre-approved applicants who create jobs in Florida can be eligible to receive tax refunds from \$3,000 to \$5,000 per new Florida full-time equivalent job created. Other programs include Quick Response Training (QRT). Quick Response Training is an employer-driven training program designed to assist new value-added businesses and provide existing Florida businesses the necessary training for expansion. The company may use in-house training, outside vendor training programs or the local educational entity to provide training. Reimbursable training expenses include instructors' and trainers' wages, curriculum development, and textbooks/manuals. This program is customized, flexible, and responsive to individual company needs. Incumbent Worker Training Program (IWT) is a program that provides training to currently employed workers to keep Florida's workforce competitive in a global economy and to retain existing businesses. The program is available to all Florida

businesses that have been in operation for at least one year prior to application and require upgrades skills training for existing employees.

The city of Deerfield Beach partners with Broward College to host Semi-Annual Career and Resource Fairs in the city. Attendees of the fair are provided free professional head shots and free transportation to the fair. Local and national employers are invited to participate in the fair. If an applicant needs additional education Broward College recruitment team, make themselves available to discuss educational opportunities.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes, the City completed its first Comprehensive Economic Development Strategy in 2016 and is currently working with Deerfield Beach Chamber of Commerce to update the Economic Development Strategy for the City.

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The City has incentive programs to assist business retention. The city leverages its funds with funds received through state and regional resources to bring increased economic development to the City of Deerfield Beach.

Discussion

N/A

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

HUD identifies specific data points that constitute housing problems: cost burden, overcrowding, lack of complete plumbing facilities. There are no areas in the city where multiple housing problems are concentrated. The main housing problems encountered by residents is aging infrastructure and cost burden. Concentration is defined as area with 51% or more of the population with the same characteristics or needs (such as income or race).

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

The city has areas where racial or ethnic minorities or low-income families are concentrated. There are several block groups with 30 - 40% minorities. This statistic is not considered a concentration by definition. They include Census Tracts: 107.011, 107.023, 107.022, 107.021, 103.041, 103.062, 103.071, and 103.072 (see map 1).

What are the characteristics of the market in these areas/neighborhoods?

The Census Tracts with concentration of Black and African American residents are located solely in the center of Deerfield Beach (District 2), 107.011, 107.023, 107.022, 107.021, 103.041, 103.062, 103.071, and 103.072, while a concentration of Hispanic residents is located to the western border of the City of Deerfield Beach. The household in in these areas primarily consist of low to moderate income Black or African American families which accounts for 27.5% of the total population.

Are there any community assets in these areas/neighborhoods?

These communities have community assets; community centers, meeting spaces, recreational opportunities and after-school programs. The city is in process of redeveloping an old community center to allow for more space and functional for residents. Also, in very close proximity (less than a mile) are the following assets: Public Beach, Fishing Pier, Aquatics Center, Branhilda Richardson-Knowles Memorial Park, Pioneer Park, Deerfield Beach/Percy White Library, public transportation and several shopping plazas.

Are there other strategic opportunities in any of these areas?

The city has the Pioneer Grove Local Activity Center plans and Dixie Business Residential District which are adjacent. The Pioneer Grove concept is new zoning district. The city of Deerfield Beach intends to culturally and economically revive the old heart of downtown where pioneer roots originated. Pioneer Grove will be mixed use, walkable downtown with residential, retail and office space as well as destination restaurants. New

construction, infill and redevelopment throughout Pioneer Grove should incorporate surrounding historical and cultural benefits to the residents in the area.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Internet is an essential communications and information platform that allows users to take advantage of the increased interconnectedness of business, education, commerce, and day to day utility. Reliable access to the internet is becoming a necessity to thrive in the modern economic environment. Broadband access is defined as advertised internet speeds of 768 kilobits per second or higher. FCC data shows three major infrastructure options within Deerfield Beach: cable, DSL, and fiber.

Communities that lack broadband access struggle to keep pace with the country. Locations without broadband access impedes its population's ability to take advantage of the educational and entrepreneurial opportunities available online. This is particularly problematic for LMI areas where economic opportunities are already often lacking. Studies suggest a strong correlation between increased high-speed internet access and increased education and employment opportunities, especially in small cities and rural areas.

Residential areas in Deerfield Beach and Broward County do not have significant gaps in broadband coverage. In Deerfield Beach 79.1% of households have a broadband Internet subscription ACS 2014-2018. Most of the City has multiple options of internet providers, to include LMI areas. The average Deerfield Beach household has three (3) options for broadband-quality Internet service.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

Once broadband access has been obtained, it is important to ensure there is competition among service providers. Most of the residential areas of the City have at least three options of high-speed internet with competitive providers. Any resource that has a de facto monopoly on an area may not be incentivized to provide standard and consistent services. Deerfield Beach has a total of seven (7) Internet providers offering residential service. AT&T, DSL, and Xfinity are the strongest providers in the City; as far as coverage. The average Deerfield Beach household has three (3) options for broadband-quality Internet service. These providers frequently overlap around the City: AT&T Internet (DSL and Fiber), Windstream (DSL), Xfinity (Cable), Earthlink (DSL and Fiber), Blue Stream (Cable), Viasat Internet (formerly Exede) (Satellite) and HughesNet (Satellite).

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Deerfield Beach like many South Florida cities are prone to various natural hazard events including hurricanes, tornadoes, flooding, hail, thunderstorms, and high winds. The potential impacts of climate change—including an increase in prolonged periods of excessively high temperatures, more heavy precipitation, more severe storms or droughts—are often most significant for vulnerable communities. The City of Deerfield Beach is located on the coast and is subject to primary effects of coastal impacts. By the middle of the century the average summer temperature is expected to rise four degrees. This rise in temperature could lead to altered weather and precipitation patterns, a rise in severe storms, an increased risk of catastrophic floods, increased electricity costs, and ruined crops. Additionally, coastal areas are expected to see an increase in the ocean levels or storm surge. These environmental changes may eventually lead people away from the coast. Coastal areas must continue to address their geographic challenges by anticipating, planning, and adapting to risks from flooding, sea level rise, and storm surge.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Low- and moderate-income residents are at particular risk due to having less available resources to combat the impacts of natural disasters. A dramatic rise in electricity or housing costs could put them at imminent risk of homelessness or living in substandard conditions.

The City of Deerfield Beach strives to inform and prepare the general public for multi-hazard mitigation. There are online venues (including the Broward County Emergency website and social media pages, County website, City website, Florida Division of Emergency Management website and social media pages that disseminate numerous informational guidebooks, videos, and emergency resources to build disaster resiliency in the community.

Strategic Plan

SP-05 Overview

The strategic portion of the 2020-2024 Consolidated Plan provides a clear outline of how funds will be invested over the next 5 years. It outlines geographic priorities for the investment and how priority needs were identified. Only activities tied to a priority need or goal listed in the strategic plan may be funded in the 2020/2021 Action Plan and subsequent Action Plans. Any other projects or activities would require an amendment due to a change in priority.

The strategic plan also outlines the resources expected to be available in the next five years, the institutional structure in place to undertake the various facets of the Consolidated Plan, and the influences of market conditions. Numeric goals are outlined along with the strategies to address public housing, barriers to affordable housing, lead based paint, poverty, and monitoring of the overall program.

Mission Statement:

The mission of Community Development is to provide community outreach to support quality education, implement neighborhood revitalization and seek resources to build a sustainable community.

Neighborhood Revitalization

The City of Deerfield Beach is an entitlement recipient of federal and state funds from the U.S. Department of Housing and Urban Development (HUD) and Florida Housing Finance Corporation under the Community Development Block Grant (CDBG) Program, State Housing Initiative Partnership (SHIP). The City receives HOME Investment Partnership funds through Broward County HOME Consortium.

The City uses CDBG, SHIP, and HOME funding to implement Homeowner Rehabilitation Programs, Purchase Assistance, Public Improvement Projects, and Public Service Programs.

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

The city has a CDBG Target Area which includes Census Block Groups with 51% of household are low-to moderate-income.

Table: 29 Deerfield Beach Census Tract Block Group

Census Tract	Block Group	Population	Low/Mod Population	Low/Mod %
10102	1	1,615	860	53.25%
10102	2	1,380	570	41.30%
10103	1	1,830	595	32.51%
10103	2	1,105	250	22.62%
10103	3	595	260	43.70%
10104	1	1,285	650	50.58%
10104	2	960	330	34.38%
10200	1	780	370	47.44%
10200	2	1,180	710	60.17%
10200	3	1,010	565	55.94%
10200	4	960	505	52.60%
10200	5	910	595	65.38%
10200	6	1,270	845	66.54%
10304	1	2,895	325	80.31%
10305	1	895	455	50.84%
10305	2	1,575	1,185	75.24%
10305	3	1,865	1,055	56.57%
10306	1	810	495	61.11%
10306	2	1,325	840	63.40%
10307	1	825	500	60.61%
10307	2	1,950	1,660	85.13%
10307	3	1,980	1,475	74.49%
10308	1	2,110	555	26.30%
10308	2	2,210	1,015	45.93%
10401	1	2,000	275	13.75%
10401	2	2,770	940	33.94%
10402	1	1,040	675	64.90%
10402	2	1,855	1,000	53.91%
10403	1	2,335	1,680	71.95%
10403	2	1,580	1,265	80.06%
10403	3	1,725	1,195	69.38%
10405	1	1,325	580	43.77%

10405	2	2,535	1,605	63.31%
10405	3	2,290	1,805	78.82%
10406	1	3,690	1,575	42.68%
10407	1	2,985	1,400	46.90%
10407	2	2,445	985	40.29%
10701	1	2,840	1,545	54.40%
10701	2	2,715	1,895	69.80%
10702	1	2,640	1,935	73.30%
10702	2	2,585	1,590	61.51%
10702	3	1,945	1,140	58.61%
10702	4	655	565	86.26%
10800	3	1,730	1,270	73.41%

[illegible]

The priorities in the allocation of the resources the city expects to receive would be located citywide. There are census blocks in the city that qualify as meeting the low-moderate income criteria as provided in 24 CFR 570.208 (a), (1), (ii). If projects are funded which must meet area low-moderate income area benefit criteria, they will be in these block groups. These block groups will be amended from time to time as new data is provided from HUD. See the Table 29 for a list of current low-income block groups with corresponding percentages.

The primary distribution of the population benefiting from the grant assistance program will be citywide and in most cases very low, low, and moderate-income persons, limited clientele (seniors), or handicapped will be served. The City's housing programs are concentrated on scattered sites throughout the City.

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

HOUSING

The goal of decent housing includes assisting homeless persons to obtain appropriate housing and assisting at risk persons to not becoming homeless; retention of the affordable housing stock; and increasing the availability of permanent housing in standard condition and affordable cost to low-income and very-low income families, particularly to members of disadvantaged minorities, without discrimination on the basis of race, color, religion, sex national origin, familial status, or disability. Decent housing also includes increasing the supply of supportive housing, which combines structural features and services needed to enable persons with special needs to live with dignity and independence.

Priority I- Increase Access to Affordable Housing

Priority Level Very High

Five Year Goal

- Rehabilitation of existing own occupied units
- Increase homeownership opportunities
- Support non-homelessness supportive services
- Support housing authorities that serve Deerfield Beach
- Fund activities that leverage other public and private resources such as low-income tax credit projects

Description: Fund activities that expand the supply and improve the condition of affordable housing to low-to moderate-income households. Fund activities that leverage other public and private resources.

Target Beneficiaries: low-to moderate-Income households

Geographic Distribution: Citywide

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; reducing the isolation of income groups within a community or geographic area through the spatial distribution of housing opportunities for persons of lower-income and the revitalization of deteriorating or deteriorated neighborhoods; restoring and preserving properties of special historic, architectural or aesthetic value; and conservation of energy resources.

Priority II- Provide for Infrastructure Improvements

Priority Level High.

Five Year Goal

Consolidated Plan

DEERFIELD BEACH

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- Improvements to Deteriorated Infrastructure;
- Construction of Neighborhood Facilities;
- Removal of Handicapped Barriers;
- Provision of new or upgraded sanitary sewer and water; and
- Provision of road drainage improvements.
- Expand and diversify public and private resources committed to creating safe neighborhoods.

Target Beneficiaries: Low-to moderate-income neighborhoods

Geographic Distribution: Eligible Census Tracts/Block Groups

0103073, 0103072, 0104022, 0104021, 0104032, 0104033,
0104031, 0103051, 0103052, 0103062, 0103053, 0102006,
0103061, 0102005, 0104071, 0103041, 0102003, 0101021,
0107012, 0107021, 0108003, 0104053, 0104052, 0107011,
0107023, 0107024, 0107022, 010102

Priority III- Increase Access to Public Services

Priority Level High

Five Year Goal

- Fund projects that provide supportive services to low- to moderate-income households, senior as well as special needs

Target Beneficiaries: Low-to moderate-income neighborhoods and special populations.

Geographic Distribution: Citywide

Priority IV- Economic Opportunities

The goal of expanding economic opportunities includes the provision of jobs accessible to low-income persons, including provision of jobs involved in carrying out activities under programs covered by this plan to low-income persons living in areas affected by those programs and activities; availability of mortgage financing for low-income persons at reasonable rates using non-discriminating lending practices; access to capital and credit for development activities that promote the long term economic and social viability of the community; and empowerment and self-sufficiency opportunities for low-income persons to reduce the generational poverty in federally assisted and public housing.

Priority Level High.

Five Year Goals

- Expand and diversity community services to provide opportunities for employment
- Expand and diversity job creation and business assistance activities to provide more job opportunities

Target Beneficiaries: Low-to moderate-income persons

Geographic Distribution: Citywide

Narrative (Optional)

Priority needs are the community necessities that will be addressed by the goals outlined in the Strategic Plan. This section will “describe the rationale for establishing the allocations priorities given to each category of priority needs, particularly among extremely low-income, low-income, and moderate-income households” as required in 24 CFR 91.215(a)(2).

The three priority needs the City has identified are:

1. Affordable Housing Opportunities
2. Quality of Life Improvements
3. Community Revitalization

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

The city is an entitlement community that receives federal funding from the US Department of Housing and Urban Development (HUD). This section outlines the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and State Housing Initiative Program (SHIP) funding the City of Deerfield Beach anticipates receiving on an annual basis for the 2020-2024 period covered by the Consolidated Plan.

The CDBG program works to ensure decent affordable housing and to provide services to the most vulnerable in our communities. The city receives HOME funds through the Broward County Consortium, those funds are used for owner occupied homeowner rehabilitation and purchase assistance. The City SHIPS funds are utilized for the owner-occupied homeowner rehabilitation and purchase assistance programs. The Community Development Department will continue to utilize the CDBG, HOME, and SHIP funding to help improve the lives of the citizens of Deerfield Beach.

The City anticipates an annual allocation for CDBG funds of approximately \$690,707 for each year of the Five-Year Consolidated Plan period. For HOME funds, the City anticipates an annual allocation of approximately \$184,014 for each year of the Five-Year Consolidated Plan period. For SHIP funds, the City anticipates an annual allocation of approximately \$939,299 for each year of the Five-Year Consolidated Plan period.

Table 30: Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				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	\$690,707	0	0	\$690,707		The City is an entitlement grantee and anticipates receiving \$659,318 over the next 4 years.
SHIP	Public-State	Housing	\$939,299	0	0	\$939,299		City is a State SHIP grantee receiving approximately \$939,299 per year.
HOME	Public-Federal	Housing	\$184,014	0	0	\$184,014		As a member of the Broward County HOME Consortium, the City receives an annual allocation of approximately \$184,014

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

The federal funds listed above represents the annual allocation received by the City of Deerfield Beach to support activities outlined in the 2020 Annual Action Plan, as well as the anticipated funding for the remainder of the Consolidated Plan (2020-2024). Estimates of funding are based on those funds that have been historically received and it is anticipated to remain at around the same level for the period covered by this plan. Federal funds will be used to leverage other resources available to extend the level of assistance the City can provide or scope of project that can be undertaken. The City currently receives CDBG funds, which does not require a matching.

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

All City-owned lands have been identified. There are multiple parcels suitable for affordable housing and there are several other parcels of land owned by the City which are committed for public use, such as parks; undevelopable, such as streets or landscape buffers.

SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Table 31: Institutional Delivery Structure

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Deerfield Beach/Community Development	Government	Grant Administration	City of Deerfield Beach
Deerfield Beach Housing Authority/Consultant	Non-profit/Private	Grant Implementation	City of Deerfield Beach
Deerfield Beach Parks and Recreation Department	Government	Public Service	City of Deerfield Beach
Center for Active Aging	Government	Public Service	City of Deerfield Beach
Environmental Services	Government	Public Improvement	City of Deerfield Beach
Economic Development	Government	Public Service	City of Deerfield Beach
Parks & Recreation	Government	Public Improvement	City of Deerfield Beach

Assess of Strengths and Gaps in the Institutional Delivery System

The Community Development Department is responsible for the Planning and Administration of the CDBG program and all other reports associated with the CDBG program. Community Development staff will coordinate and manage activities among the public and private organizations' efforts to realize the prioritized goals of the Consolidated Plan and Annual Action Plan.

Strengths

Community Development staff and partners will implement the Consolidated Plan and subsequent one-year Action Plans, the focus will be on carrying out the strategies identified in the Plan, based on established priorities. In addition, the City regularly monitors programmatic and financial performance. The Community Development Staff overseeing the program allows for immediate remediation of any issues that arises.

The City has a comprehensive approach for the Institutional Delivery system structure. This approach will also be comprehensive.

Gaps

The weakness of the institutional structure is that staff resources are distributed among other programs and responsibilities.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

The city does not receive funding for homeless persons and persons with HIV, however the city partners with local agencies to assist these groups.

Table 32: Homeless Prevention Services Summary

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	X
Mortgage Assistance	X	X	X
Rental Assistance	X	X	X
Utilities Assistance	X	X	X
Street Outreach Services			
Law Enforcement	X	X	X
Mobile Clinics			
Other Street Outreach Services			
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X	X	X
Education	X	X	X
Employment and Employment Training	X	X	X
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	X
Transportation	X	X	X
Other			
Other			

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

N/A

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

N/A

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

N/A

SP-45 Goals - 91.415, 91.215(a)(4)

Table 33: Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation	2020	2024	Affordable Housing	Citywide	Housing Rehabilitation	CDBG: \$500,000	Homeowner Housing Rehabilitated: 20 Household Housing Units
2	Homebuyer Assistance	2020	2024	Affordable Housing	Citywide	Purchase Assistance	CDBG: \$1,262,830	Direct Financial Assistance to Homebuyers: 20 Households Assisted
3	Public Service Senior Transportation	2020	2024	Non-Housing Community Development	Citywide	Public Service- Senior Transportation	CDBG: \$125,000	Public Service activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted
4	Public Service Adult Day Care	2020	2024	Non-Housing Community Development	Citywide	Public Service	CDBG: \$75,000	Public Service activities other than Low/Moderate Income Housing Benefit: 125 Persons Assisted
5	Public Service Health and Wellness	2020	2024	Non-Housing Community Development	Citywide	Public Service	CDBG: \$50,000	Public Service activities other than Low/Moderate Income Housing Benefit: 125 Persons Assisted
6	Public Improvements	2020	2020	Non-Housing Community Development	Citywide	Public Improvement/Infrastructure	CDBG: \$750,00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing. Benefit: 6,300 Person Assisted.
7	Planning and Administration	2020	2024	Non-Housing Community Development	Citywide	Administration	CDBG: \$690,705	Oversee the administration, development, and implementation of the program

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

The *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* support HUD's vision to reduce hazards in housing in a cost-effective manner while protecting the health of children. The *Guidelines* apply to lead hazard evaluation and control in all federally associated housing. This second edition of the *Guidelines* replaces the 1995 edition, as amended.

These Guidelines can be used by those who are required to identify and control lead paint hazards, as well as property owners, landlords, and child-care center operators. They offer helpful advice on renovations in older housing, lead-based paint inspections and risk assessments, and where to go for help. The Guidelines also outline what users must do to meet requirements and recommendations; identify training – and if applicable, certification – required for people who conduct the work; and describe how the work should be done.

The Guidelines complement regulations that have been issued by HUD, the U.S. Environmental Protection Agency (EPA), and the Occupational Safety and Health Administration (OSHA), and policies from the Centers for Disease Control and Prevention (CDC).

Lead-based paint testing will continue to be a requirement with all housing rehabilitation activities carried out by the City of Deerfield Beach Community Development Department. Community Development will continue to conduct risk assessments, which identify lead-based paint hazards. All regulations as required by HUD are followed where there is a disturbance as well as when clearance is necessitated.

Actions to address LBP hazards and increase access to housing without LBP 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.

How are the actions listed above integrated into housing policies and procedures?

The above-mentioned actions are carried out through testing the homes and educating residents on the hazards of lead-based paint, the city aids in the prevention of lead poisoning and hazards. Each homeowner is given the Lead-based Paint pamphlet and signs off on understanding its contents. These are actions directly written into the City of Deerfield Beach's Housing Policies.

Three different approaches will be reviewed when determining lead hazard reduction activities.

1. Do No Harm – Perform the rehabilitation work in a way that does not create lead hazards
2. Identify & Control Lead Hazards – Identify lead-based paint hazards and use a range of methods to reduce or eliminate the hazards that may be created with rehabilitation work.
3. Identify & Abate Lead Hazards – Identify lead-based paint hazards and remove them permanently before rehabilitation work begins.

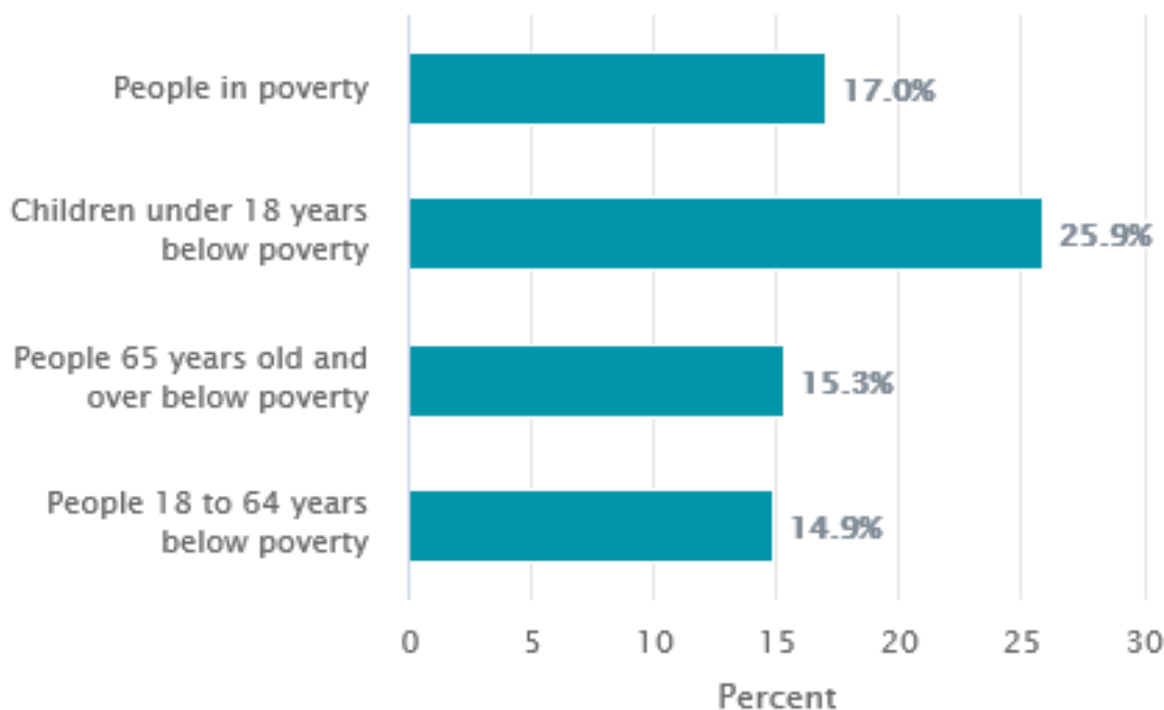
Additional details are described in the Department of Housing and Urban Development Regulations 24 CFR Part 35 Subpart J – Rehabilitation.

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

In 2014-2018, 17.0% of people were in poverty. An estimated 25.9% of children under 18 were below the poverty level, compared with 15.3% of people 65 years old and over. An estimated 14.9% of people 18 to 64 years of age were below the poverty level. In 2014-2018, 14.1% of households received SNAP (the Supplemental Nutrition Assistance Program). An estimated 40.5% of households that received SNAP had children under 18, and 51.8% of households that received SNAP had one or more persons 60 years of age or over. An estimated 31.3% of all households receiving SNAP were families with a female householder and no husband present. An estimated 41.7% of households receiving SNAP had two or more workers in the past 12 months.

Chart 3: Poverty Rates in Deerfield Beach in 2014-2018



Source: 2018 ACS 5-year Estimates

It is important to continue to ensure compliance with Section 3 requirements, which states that to the greatest extent possible contractors on projects using CDBG and/or HOME funds provide job training, employment, and contract opportunities to low- and very low-income residents.

The City is home to a significant local economy. The City's 5,665 business establishments employ over 62,000 workers and generate local annual sales of over \$19.3 billion. Further, the City economy is characterized by its strong level of interconnection to the global economy. Significantly, the City has 355.60 vacant undeveloped acres, of which, 126+ acres are industrial and 78+ acres commercial land uses. The vacant land is

scattered throughout the City with several small lot's west of Dixie Highway and larger portions in industrial areas in the western part of the City. The land available in the City is an increasingly valuable commodity, providing the platform for significant job expansion. Under the City's existing zoning code, the City's available industrial and commercial acreage alone could accommodate space for 28,000 to 43,000 new jobs, depending on the density of development.

The City of Deerfield Beach's goal for reducing poverty is to increase the earning power of Deerfield Beach residents by:

- Providing affordable housing and home repair programs;
- Providing affordable housing through purchase assistance programs;
- Partner with Broward College;
- Partner with Launch Code;
- Providing healthy and safe environments for seniors with the City's adult daycare facility;
- Providing free transportation to senior citizens (62+);
- Providing safe and healthy neighborhoods to live in through infrastructure improvements;
- Providing economic development through business assistance programs, such as Hire DFB;
- Providing partnership opportunities with the Deerfield Beach Chamber of Commerce, Career Source of Broward and its partners to increase workforce training for city residents; and
- Ensuring Compliance with Section 3 requirements, which states contractors on CDBG projects will provide job training and employment opportunities to low- and very low-income residents.

How is the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan?

Cost Burden continues to be a top housing problem for the City of Deerfield Beach households. Increasing the employment opportunities for Deerfield Beach residents in tandem with expanding affordable housing opportunities can address the Cost Burden problem. In addition, much of the Deerfield Beach Housing problems are as a result of the age of the housing stock. Reducing homeowner Cost Burden increases the probability of timely home maintenance repairs.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Monitoring

The standards and procedures that will be used to monitor the management and implementation of the City's Consolidated Plan are all applicable laws found in the Code of Federal Regulations, Title 24 which pertains to HUD programs. In addition, HUD's Community Planning and Development Office has developed a monitoring guide that it uses to monitor grantees. The City will also use this as a standard for monitoring the implementation of the program. Other applicable regulations and policies such as those from the Department of Labor and U.S. Office of Management and Budget, and Office of Fair Housing and Equal Opportunity, Department of Environmental Protection Agency will also be used as the standard for any monitoring tools and procedures developed for housing and community development programs.

Procurement

The City will follow the City's procurement procedures for the use of contractors needed to carry out programs. Any firms used to carry out services will have the appropriate licensing and insurances to complete the activities which they are charged with undertaking.

Technical Assistance

To ensure activities are carried out in compliance with Federal regulations, when technical assistance or training is appropriate, technical assistance will be provided.

Timeliness

The timely expenditure of funding on eligible programs is an important element of the Consolidated Plan. Projects and activities will be monitored to ensure they begin and are implemented in a timely manner.

Plan Procedures

- The Community Development staff will monitor the city's housing program level of service to ensure that statutory and regulatory requirements are being met and that the information submitted to HUD's Integrated Disbursement and Information System (IDIS) is correct and complete. Monitoring will take place at the following intervals:
 - Quarterly;
 - Annually (beginning and end of the year) and;
 - As needed by HUD.

On an annual basis, City staff will review each program to determine if they are being completed in a timely manner, as well as whether they will aid in meeting the City's Annual Action Plan goals.

- At the end of each program year, City staff will develop a CAPER detailing Annual Action Plan, goals, objective and accomplishments.
- Staff will provide Federal Cash Transactions reports on a quarterly basis as required by HUD.
- The city will require citizen participation in the planning and amendment process of the Consolidated Plan and Annual Action Plans as required by HUD, 24 CFR 91.40 or 45.
- Review request for payment or reimbursement to assure that proper documentation is provided and that expenditures are for eligible activities under applicable rules and regulations and authorized under the sub-recipient agreement.
- Assure compliance with other program requirements, such as labor standards and fair housing laws, through in-depth monitoring and program review.

Sub-Recipient Monitoring

- Community Development Department is responsible for oversight of all designated sub-recipients of CDBG funds and will perform the following tasks:
- Distinguish between sub-recipients, contractors, and other entities;
- Execute written agreements containing all required elements before providing funds to subrecipients;
- Review sub-recipients periodically in order to determine that program requirements are being met; and
- Take effective corrective and remedial actions toward sub-recipients who do not comply.

Expected Resources

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

Introduction

Deerfield Beach is an entitlement City that receives federal funding from the US Department of Housing and Urban Development (HUD); therefore, the City expects to receive an annual allocation of CDBG funds for the 2020-2024 period covered by this Consolidated Plan.

The CDBG programs works to ensure decent affordable housing, to provide services to the most vulnerable person and groups in the City and to create jobs through the expansion and retention of business. The Community Development Department will continue to utilize CDBG, HOME, and SHIP funding to help improve the lives of the citizens of Deerfield Beach.

The City of Deerfield Beach's anticipates an annual allocation for CDBG funds of approximately \$690, 707 for each year of the Five-Year Consolidated Plan Period Plan period. For HOME funds, the City anticipates an annual allocation of \$184,014 for each year of the Five-Year Consolidated Plan period through the Broward County Home Consortium. The City anticipates receiving \$939,299 in State Housing Initiative Partnership (SHIP) funds for each year of the Five-Year Consolidated Plan period. The City propose to use funds for homeownership rehabilitation, purchase assistance, public services, and program participation and administration.

Table 34: Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				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	\$690,707	0	0	\$690,707		The City is an entitlement grantee and anticipates receiving \$690,707 over the next 5 years.
Supportive Housing Program	Public-State	Housing	\$939,299	0	0	\$939,299		City is a State SHIP grantee receiving approximately \$939,299 per year.
Other	Public-Federal	Housing	\$184,014	0	0	\$184,014		As a member of the Broward County HOME Consortium, the City receives an annual allocation of approximately \$184,014

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 was 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 that directly 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 Partnership (HOME)

The City is a member of the Broward County HOME Consortium along with the Entitlement Cities of Tamarac, Coral Springs, Margate, Sunrise, Lauderdale, 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.

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

The federal funds listed above represent the annual allocation received by the City of Deerfield Beach to support activities outlined in the 2020 Annual Action Plan, as well as the anticipated funding for the remainder of the Consolidated Plan (2020-2024). Estimates of funding are based on those funds that have been historically received and it is anticipated to remain at around the same level for the period covered by this Plan.

The City Owner Occupied Homeowner Rehabilitation and Purchase Assistance Program will leverage funds with State funds.

If appropriate, describe publicly owned land or property located within the

jurisdiction that may be used to address the needs identified in the plan

Discussion

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(c)(3) &(e) Goals Summary Information

Table 35: Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation	2020	2021	Affordable Housing	Citywide	Affordable Housing Opportunity	CDBG: \$100,000	Housing Rehabilitated: 4 Units
2	Homebuyer Assistance	2020	2021	Affordable Housing	Citywide	Affordable Housing Opportunity	CDBG: \$252,566	Homebuyers: 4 Households
3	Public Service Senior Transportation	2020	2021	Non-Housing Community Development	Citywide	Public Service- Senior Transportation	CDBG: \$25,000	Benefit: 100 Persons Assisted
4	Public Service Adult Day Care	2020	2021	Non-Housing Community Development	Citywide	Public Service	CDBG: \$15,000	Benefit: 25 Persons Assisted
5	Public Service Health and Wellness	2020	2021	Non-Housing Community Development	Citywide	Public Service	CDBG: \$10,000	Benefit: 25 Persons Assisted
6	Public Improvements	2020	2021	Non-Housing Community Development	Census Tracts:	Public Improvements/Infrastructure	CDBG: \$150,000	Benefit 2,000 Person Assisted.
7	Planning and Administration	2020	2021	Non-Housing Community Development	All red Census Tracts	Community Revitalization	CDBG: \$138,141	Cost associated with administering the CDBG program

Goal Descriptions

Table 36: 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	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.
4	Goal Name	Public Service – Wellness Program
	Goal Description	Public Service – The goal is it provide wellness services to seniors in our Community.
5	Goal Name	Public Service – Alzheimer Day Care Program
	Goal Description	Public Service – The goal is it provides day care services to seniors in our Community
6	Goal Name	Public Improvement/Infrastructure
	Goal Description	Public Improvement/Infrastructure – The goal is to facilitate the upgrades of public improvement and infrastructure. The projects will be completed in the CDBG Target Areas.

AP-35 Projects - 91.420, 91.220(d)

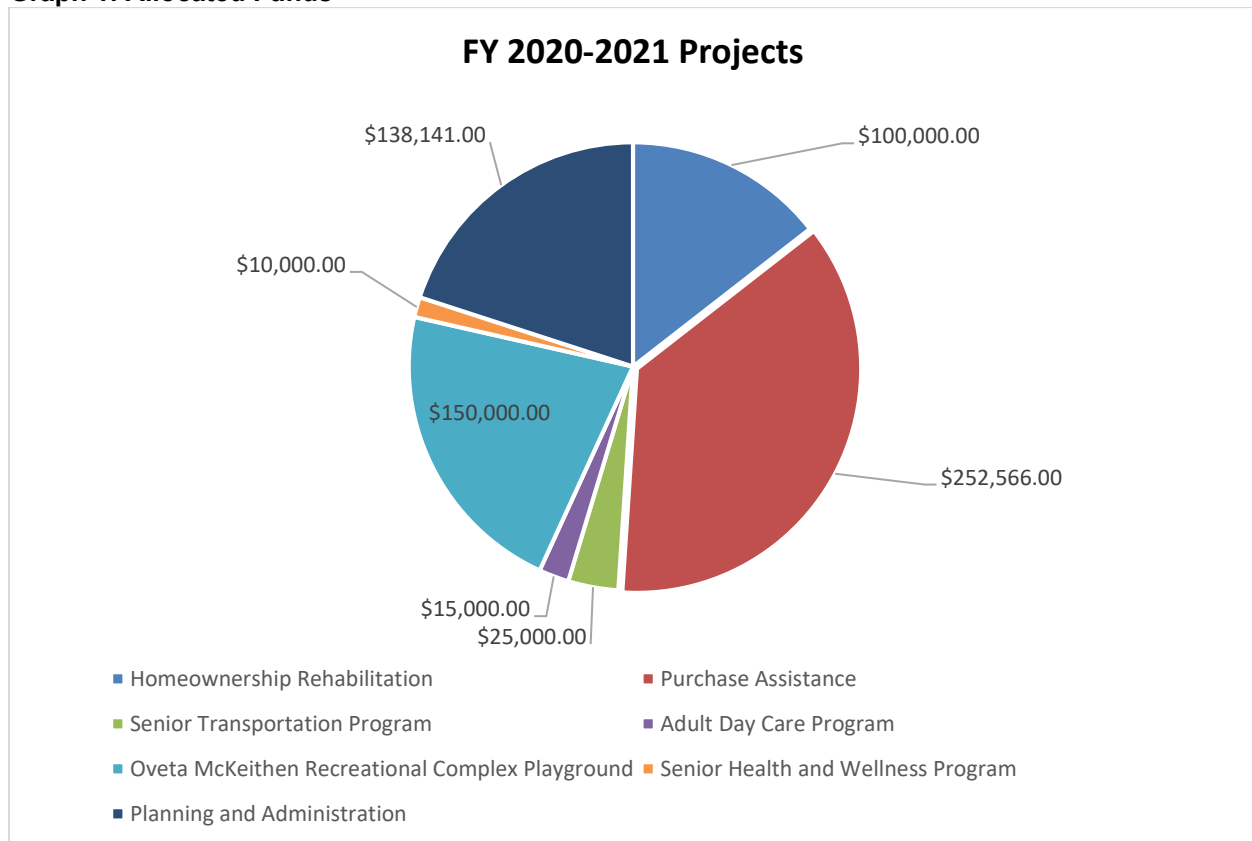
Introduction

Below is a summary of projects that have been chosen to address the City's priority needs. The City identified FY 2020-2021 Annual Action Plan.

Table 37: Project Information

#	Project Name	Amount
1	Homeownership Rehabilitation	\$100,000
2	Purchase Assistance	\$252,566
3	Senior Transportation Program	\$25,000
4	Adult Day Care Program	\$15,000
5	Senior Health and Wellness	\$10,000
6	Oveta McKeithen Recreational Complex Playground	\$150,000
7	Planning and Administration	\$138,141

Graph 1: Allocated Funds



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.

Cost Burden continues to be a top housing problem for the City of Deerfield Beach households. Increasing the employment opportunities for Deerfield Beach residents in tandem with expanding affordable housing opportunities can address the Cost Burden problem. In addition, much of Deerfield Beach housing problems are as a result of the age of the housing stock, reducing homeowner Cost Burden increases the probability of timely home maintenance repairs.

AP-38 Project Summary

Project Summary Information

Table: 38 Project Summary Information

1	Project Name	Homeownership Rehabilitation
	Target Area	Citywide
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Maintaining Affordable Housing
	Funding	CDBG: \$100,000
	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	2 LMI Households
	Planned Activities	Homeowner Rehabilitation
2	Project Name	Purchase Assistance
	Target Area	Citywide
	Goals Supported	Homebuyer Assistance
	Needs Addressed	Expanding Affordable Housing
	Funding	CDBG: \$252,566
	Description	Purchase Assistance
	Estimate the number and type of families that will benefit from proposed activities	5 LMI Households
	Planned Activities	Purchase Assistance
3	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	100
	Planned Activities	Transportation Services.
4	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.
5	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	25

	that will benefit from the proposed activities	
	Planned Activities	Public Service – Seniors
6	Project Name	Oveta McKeithen Recreational Complex Playground
	Target Area	Citywide
	Goals Supported	Public Improvements
	Needs Addressed	Public Improvements -Infrastructure
	Funding	CDBG: \$150,000
	Description	The project at Oveta McKeithen Recreational Complex, 445 SW 2 nd Street, will include an interactive playground, new shock-absorbing safety surfacing and a shade canopy.
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 2,000 LMI Families
	Planned Activities	Administration of the Programs.
7	Project Name	Planning and Administration
	Target Area	Citywide
	Goals Supported	Housing Rehabilitation Homebuyer Assistance Public Improvements-Infrastructure Public Service – Senior Transportation Public Service
	Needs Addressed	Housing Rehabilitation Purchase Assistance Public Service Public Improvements
	Funding	CDBG: \$138,141
	Description	Administration of Programs
	Estimate the number and type of families that will benefit from	Approximately 7 LMI families, 150 seniors, 2,000 LMI families

	the activities	proposed	
--	---------------------------	-----------------	--

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 2018 is 78,573 with approximately 42,671 housing units. The City's household income according to the US Bureau of the Census' America Community Survey (ACS) 2014-2018 is \$45,581. The City's population is 64.5% White, 27.5% Black/African American, 2.2% Asian, and two or more races population at 2.6%. Hispanic or Latino residents (among any race) account for 18.6% of the population.

The City's CDBG targets includes areas with 51% or more of the residents are low to moderate income. The public improvement projects which include sidewalk installation, new playground installation, water and sewer connections 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.

Geographic Distribution

Table 29: Geographic Distribution

Target Area	Percentage of Funds
Citywide	78%
Census Tract/Block Group 103.06 (1, 2) and 102.00 (2,6)	22%

Rationale for the priorities for allocating investments geographically

The purpose and goals are to assist low to moderate Income families and the low to moderate income areas of the entire City.

Discussion

N/A

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. The City will continue to promote economic development initiatives that results in job training, job creation or job retention, especially for the low to moderate income target areas. The City will continue to undertake an educational campaign on fair housing, to ensure that Deerfield Beach residents have the widest range of housing choices.

Actions planned to address obstacles to meeting underserved needs – discuss community outreach, marketing, targeted underserved areas, provide information in community centers

The Community Development Department along with the City Public Affairs and Marketing Department will continue to explore options of targeting underserved communities. The goal for the department is to create public awareness city-wide especially in the low to moderate communities. The City currently uses the following platforms to disseminate information to residents: social media, YouTube, city webpage, press release, message boards, HOA's, local faith-based organizations, community centers, libraries, flyers and local newspapers. The City will utilize all platforms and creative campaigns to assure the underserved communities are aware of CDBG activities.

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. The Community Development Department will continue to foster relationship with non-profits in the City to seek insight as to the needs of the community.

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. Staff will attend affordable housing workshops and seek public and private collaborations to better serve the residents of the City.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(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(I)(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.

Table: 40

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; and
3. 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.

APPENDIX A -RESOLUTION

APPENDIX B -PUBLIC NOTICE

APPENDIX C -PUBLIC COMMENT

City of Deerfield Beach
CDBG FY 2020-2024 Consolidated Plan and FY 2020-2021 Annual Action
Plan Pre-Development Meeting
City Hall Commission Chambers
Wednesday, February 19th, 2020 at 6:00 pm

Questions/Comments & City's Response

Question: Could the Senior Transportation ridership increase?

Response: Yes, the Senior Transportation Program has seen ridership gradually increase each year.

Question: Where and how is the Senior Transportation Program advertised?

Response: Flyers of the Senior Transportation Program is available at all of the City Community Centers and Parks. When staff attend events in senior community's flyers are distributed and the program is discussed.

Comment: Flyers of the Senior Transportation Program should be taken to the Century Village Community.

Comment: The City Churches would be a great place to provide flyers of the program.

Response: The City has a quarterly faith breakfast; staff will share the Senior Transportation Program flyers they're with the local churches.

Question: How the HUD determine the City of Deerfield Beach Annual Allocation?

Response: HUD has a formula that is utilized to calculate the City annual allocation based on the City total population, people in poverty and overcrowded units in the City. However, over the past four of years the annual allocation has steadily increased.

Comment: It is great to hear that the allocations are steadily increasing, but the City of Deerfield Beach needs much more than the annual allocations that HUD has been providing.

Question: What kind of repairs can be made with the home repair program?

Response: Home repairs include roofs, windows, doors, air conditioning and water heaters. An independent inspector provides a comprehensive list of necessary repairs.

Question: What exactly does sidewalk project entails?

Response: The City has identified the need for sidewalks in some neighborhoods that lack continuity and ADA compliance. Sidewalk project are designed to create continuity throughout neighborhoods.

Comment: The Home Repair Program is a great program; however, I would like to see CDBG funds assist more residents through some other form of programming.

Question: Can CDBG funds be utilized for construction of Community Centers or parks?

Response: Yes, CDBG funds can be used to construct Community Centers or parks that are in Low to Moderate Income Census Tracts; unfortunately, the City allocation is not large enough to continue current programming and the construction of a Community Center or Park.

APPENDIX D -SF424

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: 6/1/2020	4. Applicant Identifier: 	
5a. Federal Entity Identifier: B20MCY120046	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 -CV		
* 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: 10/01/2020	* b. End Date: 09/30/2021
18. Estimated Funding (\$):	
* a. Federal	690,707.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	690,707.00
* 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. v	* First Name: David
Middle Name:	
* Last Name: Satucci	
Suffix: v	
* Title: City Manager	
* Telephone Number: 954-480-4261	Fax Number:
* Email: web.citymgr@deerfield-beach.com	
* Signature of Authorized Representative:	* Date Signed:

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Deerfield Beach	

SF-424D (Rev. 7-97) Back

APPENDIX E -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

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) **2020 -2024** 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

APPENDIX F -CITIZEN PARTICIPATION PLAN



CITY OF DEERFIELD BEACH

Community Development Block Grant (CDBG) Citizen Participation Plan

Prepared by:

The City of Deerfield Beach
Community Development Department
325 NW 2nd Avenue
Deerfield Beach, FL 33441

Background

The City of Deerfield Beach has created a Citizen Participation Plan (CPP), in accordance with 24 CFR Section 91.105, to explain the opportunity all citizens have to participate in the process of preparing the Consolidated Plan, Action Plan, any substantial amendments to the Consolidated Plan and Annual Action Plans, the Consolidated Annual Performance Evaluation Report (CAPER) for CDBG activities and any amendments.

Introduction

The Citizen Participation Plan sets forth the City of Deerfield Beach policies and procedures for public involvement in the planning, implementation, and evaluation of its housing and community development programs. The following Citizen Participation Plan establishes the citizen participation standards for programs covered by Community Development Block Grant (CDBG).

- Citizen Participation Plan
- Five-Year Consolidated Plan
- Annual Action Plan
- Consolidated Annual Performance and Evaluation Report (CAPER)
- Substantial Amendments to the Consolidated Plan and Annual Action Plan
- Development of the Analysis of Impediments to Fair Housing

The City of Deerfield Beach Community Development Department is responsible for the development and implementation of the Consolidated Plan. The Citizen Participation Plan contains the required elements listed in the Consolidated Plan regulations in accordance with Section 104(a) of the Housing and Community Development Act of 1974 as amended as well as both 24 CFR 91.105(b) and 24 CFR 91.100.

The Citizen Participation Plan extend and strengthen partnerships among all levels of government and the private sector, including for-profit and non-profit organizations, in the production and operation of decent housing, suitable living environments, and expanded economic opportunities.

Definitions

Annual Action Plan: This document is submitted to HUD every year and updates the Consolidated Plan and allocates one year of CDBG funding, including any program income generated from CDBG.

Budget Amendments as Part of the Annual Action Plan: Budget balances de-obligated from cancelled activities or activities that have been successfully completed under-budget can be rolled forward into the next Annual Action Plan and CDBG funding round. Since, Citizen Participation for a Substantial Amendment follows the same requirement as the proposed Annual Action Plan, no additional public participation is needed for this type of amendment.

Consolidated Annual Performance and Evaluation Report (CAPER): This document is required to be submitted each year to HUD highlighting the program annual performance.

Emergency Amendments: In the event of a natural disaster or catastrophic occurrence, the City of Deerfield Beach may determine the need to make a Substantial Amendment to the Consolidated Plan and Annual Action Plan to address the unforeseen needs of the community. The City may request and obtain from HUD a complete waiver or reduction in days of the required thirty (30) days public notice period for Substantial Amendments. Emergency amendments require the City of Deerfield Beach Commission to hold a public meeting for recommendation to, and approval by, the City Commission via resolution authorizing such amendments, but does not require thirty (30) days public notice.

Five-Year Consolidated Plan: This is a document submitted to HUD every five years and serves as the five-year strategic planning document to address community needs, priorities, goals and needs of the program.

Public Hearing: Public meeting that has been publicly noticed in local newspapers of general circulation, on the City's website and social media. Public Hearings allow members from the general public to speak on a specific item in a public setting. Public Hearings are required prior to the adoption of the Consolidated Plan, Action Plan, and Substantial Amendments either to plan or prior to the submission of the CAPER.

Substantial Amendments: Amendments that are considered substantial include: changes in allocation priorities, changes in method of distribution of funds, the addition of activities to fund that have not been previously stated in the action plan, changes in the purpose of an activity, a twenty-five percent (25%) increase in an activity's originally approved budget, changes in scope, location or beneficiaries of an activity to the Annual Action Plan or Consolidated Plan.

Notice to Public

A minimum of thirty (30) days' notice shall be provided whenever a federally required document is available for public comment such as the Proposed Annual Action Plan, Five-Year Consolidated Plan, and any proposed substantial Amendments is available for public review. During times of a national disaster or pandemic such as COVID-19, the comment period shall be no less than 5 days. A minimum of fifteen (15) days' notice for Public Notice shall be provided whenever the CAPER document is available for public review.

In addition, there will be a minimum of fifteen (15) days advance public notice of all public hearings and all public meetings relating to the funding or planning process required by the Citizen Participation Plan.

Forms of Public Notice

- All Public Notices and essential documents are made available on the City of Deerfield Beach Website at <http://www.deerfield-beach.com/1769/Approved-Docs>
- Public notices are sent to the following media source(s): Sun Sentinel, and New Pelican
- Press Release

- Social Media

Citizen Participation Opportunities

The primary purpose of the Community Development Block Grant Program (CDBG) is to improve communities by providing decent housing, a suitable living environment, and growing economic opportunities principally for low- and moderate-income people.

The Citizen Participation Plan encourages participation by low- and moderate-income persons, particularly those living in low-income areas and in areas where CDBG funds are proposed. In addition, it encourages the participation of all citizens, including non-English-speaking residents and persons with disabilities in the development and implementation of the Consolidated Plan, Annual Action Plan, Citizen Participation Plan, any amendments to these documents, and preparation of performance reports. It's also encourages the participation of other members of the community such as: private, non-profit groups, and other government agencies; which have impact on the community development of the City. To provide full access under the Consolidated Plan for low to moderate income people, the City of Deerfield Beach Community Development Department, will undertake the following actions:

- Will provide public notice information through local newspaper(s) regarding public hearings; a minimum of two (2) public hearings will be held annually to obtain citizen's views
- Will provide public notice through agencies that provide services to low and moderately low-income families regarding public hearings

Participation processes include:

- Identifying needs
- Setting Priorities
- Providing input on funded programs
- Input on Program implementation

The City will publish the proposed Consolidated Plan, Annual Action Plan, Citizen Participation Plan, and CAPER in a manner that affords citizens, public agencies, and other interested parties a reasonable opportunity to examine its contents and to submit comments

Public Access to Materials

As required by law, the City of Deerfield Beach will provide the public with reasonable and timely access to information and records relating to the data or content of the Consolidated Plan, as well as the proposed, actual, and past use of funds covered by this Citizen Participation Plan. Regarding the past use of funds, the law requires reasonable public access to records about any uses of these funds during the previous seven years. Documents include:

- Federal Regulations for the CDBG, related issuances and provisions

- Consolidated Plans, Action Plans, Consolidated Annual Performance and Evaluation Reports
- Substantial Amendments to Action Plan or the Consolidated Plan
- Information about the City's CDBG program
- The City of Deerfield Citizens Participation Plan
- HUD grant agreements
- Public notifications pertaining to programs under the Consolidated Plan

As required by law, the City of Deerfield Beach will provide the public with reasonable and timely access to local meetings relating to the proposed or actual use of funds. These materials will be available in a form accessible to persons with disabilities, upon request.

Documents are available for public review at the City of Deerfield Beach Community Development Department at 325 NW 2nd Avenue, Deerfield Beach, FL 33441 and electronic formats at <http://www.deerfield-beach.com/1769/Approved-Docs>

Review and Comments

To provide the City of Deerfield Beach residents with the maximum opportunity to comment on the CAPER, Citizen Participation Plan, Action Plan, Consolidated Plan, and any Substantial Amendment. The City will provide the following Public comments periods:

- Citizens may comment on the Consolidated Annual Performance and Evaluation Report at least fifteen (15) days from the date of the Public notice
- Citizens may comment on the Consolidated Plan and Action Plan for at least thirty (30) days after the publication date of the draft plan.
- Citizens may comment on the Citizen Participation Plan for at least thirty (30) days after the publication date for the draft document. During times of a national disaster or pandemic such as COVID-19, the comment period shall be no less than 5-days.
- Citizens may comment on any Substantial Amendments to the Consolidated Plan and Action Plan for at least thirty (30) days after the publication date for the draft document. During times of a national disaster or pandemic such as COVID-19, the comment period shall be no less than 5-days.

The City will provide citizens with reasonable opportunities for public comment. The City will advertise a public notice concerning the availability of these documents in the public notice section of the South Florida Sun Sentinel no later than the first day of the public comment period. During times of a national disaster or pandemic such as COVID-19, advertisement and public notices may be solely on the City's website.

The following are appropriate ways to provide public commit on any public noticed document:

- Written comments may be submitted in person to the Community Development, 325 NW 2nd Avenue, Deerfield Beach, FL 33441
- Email comments to: CommunityDevelopment2@deerfield-beach.com
- Attend the Public Hearings and meetings described above. Each agenda provides time for public comment. The participation of all citizens, including persons with disabilities are particularly encouraged to provide public comments. Translation services, if required, must be requested in advance for scheduling purposes.
- Call Community Development Department at 954-480-6420

Public Meeting and Hearing

Public Meetings and Hearings will be held at the City of Deerfield Beach City Hall located at 150 NE 2nd Ave, Deerfield Beach, FL 33441 or any City facility deemed appropriate in order to engage a wider citizen participation. The City of Deerfield Beach City Hall is both handicapped accessible for individuals with disabilities and is in proximity of public transportation. During times of a national disaster or pandemic such as COVID-19, in person public meetings and hearings will not be required. Public Meetings and Hearings will be conducted utilizing communication media technology with elected officials and City staff participating through video conferencing.

The publishing of the following HUD documents will entail a Public Hearing to encourage citizen feedback: the CAPER, Citizen Participation Plan, Annual Action Plan, Consolidated Plan, and any Substantial Amendment.

Every effort will be made to schedule public meetings and hearings at a time that is convenient to citizens. Per federal regulations, public hearing will be held at least twice a year, with fifteen (15) days' notice stating the time, date, and location of the public meeting or hearing. Agenda's will be posted on the City of Deerfield Beach Website forty-eight (48) hours in advance to any public meeting or hearing.

In accordance with the American with Disabilities Act and Florida Statue 286.26, persons with disabilities needing special accommodation to participate in proceedings should contact the City Clerk no later than 3 days prior to the meeting at (954) 480-4213 for assistance.

Complaint Procedures

Complaints regarding any City of Deerfield Beach HUD program will be addressed by the City of Deerfield Beach Community Development Department staff in a timely and responsive manner. Staff will provide a written response with fifteen (15) business days of the complaint. Written complaints should be sent to CommunityDevelopment2@deerfield-beach.com or either:

Vicki Placide-Pickard
Community Development Director
325 NW 2nd Avenue
Deerfield Beach, FL 33441
954-571-2675
VPlacide-Pickard@deerfield-bech.com

Jonathan Salas
Community Development Supervisor
325 NW 2nd Avenue
Deerfield Beach, FL 33441
954-480-4464
Jsalas@deerfield-beach.com

APPENDIX G- ANALYSIS OF IMPEDIMENTS

Broward County HOME CONSORTIUM

2020 Analysis of Impediments to Fair Housing Choice



Broward County
HOUSING FINANCE AND COMMUNITY REDEVELOPMENT DIVISION
110 NE 3rd St, Suite 300 | Fort Lauderdale, Florida 33301
Tel: (954) 357-4900
<https://www.broward.org/Housing>

Executive Summary

Introduction

The long-term objective of this Analysis of Impediments to Fair Housing Choice (AI) is to make fair housing choice a reality for residents of the Broward County HOME Consortium through the prevention of discriminatory housing practices. One goal of the study is to analyze the fair housing conditions in the county and assess the degree to which fair housing choice is available for area residents. A second goal is to suggest ways to improve the level of choice through continued elimination of discriminatory practices.

This report includes an analysis of various demographic, economic and housing indicators, a review of public and private sector policies that affect fair housing, and a review of the county's efforts to affirmatively further fair housing (AFFH) per federal law. The report provides six key sections: 1) Community Profile; 2) Public Sector Analysis; 3) Private Sector Analysis; 4) Fair Housing Profile; 5) Impediments to Fair Housing Choice; and 6) Recommended Actions to Address Impediments.

Broward County developed the HOME Consortium in 2002 for the purpose of providing safe, decent and affordable housing to low- and moderate-income citizens. The county serves as the lead entity for the Consortium, managing the program, funding applications and distribution of funds. It is also responsible for preparation of the Five-Year Strategic Plan. HOME participating cities include the following: Coconut Creek, Coral Springs, Davie, Deerfield Beach, Lauderhill, Margate, Miramar, Pembroke Pines, Plantation, Sunrise, and Tamarac. The geographic areas served under the County's CDBG program are the Urban County Participating cities Cooper City, Dania Beach, Hallandale Beach, Hillsboro Beach, Lauderdale-by-the-Sea, Lauderdale Lakes, Lazy Lake, Lighthouse Point, North Lauderdale, Oakland Park, Parkland, Pembroke Park, Southwest Ranches, West Park, and Wilton Manors. The unincorporated areas of central Broward County are also served. They include neighborhoods such as Boulevard Gardens, Washington Park, Franklin Park, and Roosevelt Gardens.

The Broward County HOME Consortium has taken steps to promote fair housing choice and to address affordable housing shortages by adopting policies that are in line with the principles of the Fair Housing Act. The county promotes fair housing and educates leadership, staff, and residents on what U.S. Department of Housing and Urban Development (HUD) defines as fair housing and discrimination in housing. These efforts are necessary to qualify for HUD entitlement grants. Further, the HOME Consortium has identified what steps it must take to overcome identified barriers and avoid the consequences of not adhering to non-discrimination and fair housing laws.

Overview of Findings

Housing in the Consortium varies by location, but there are some underlying and shared needs and challenges. Residential housing stock near coast is often older and there are more vacancies in the market. Affordability remains a key factor in choosing where one resides. Cost burden is a major problem for residents, particularly renters who are at greater risk of housing instability. Renters with severe cost burden are at risk of homelessness. Even with the increase in the number of rental units over the past several years, rents have continued to climb significantly in the region, reflecting national trends. This increase indicates that demand is high for rental units, and there remains a pressing need for more affordable units.

Countywide, there are approximately 1,909,151 people, which represents 17.6 percent growth since 2000. Most of the growth occurred in the past 10 years which is representative of the state of Florida's population growth. When a population grows more quickly than the housing stock the overall demand increases, which puts upward pressure on housing prices. Increased prices make it more difficult to locate affordable, safe and secure housing, particularly for lower income households.

The report provides an analysis of the most recent data available from the Home Mortgage Disclosure Act (HMDA) database, providing insight into the mortgage lending practices and trends in the region. Mortgage lending activity in the county, much like the nation overall, has improved in the wake of the housing crash, the 2008 recession, and the subsequent economic recovery. Home purchase originations nearly doubled between 2011 and 2017, suggesting signs of growing housing demand and a housing market recovery within the County. Government-insured mortgages have increased, consistent with tighter credit conditions and a more active regulatory environment in the wake of the housing crash.

But even as home purchase activity has increased, barriers to fair housing choice persist for low- and moderate-income households, incomes that correlate with ethnic and racial minorities. For each described impediment, activities and outcome measures have been identified to help alleviate these barriers moving forward. The identified impediments to fair housing choice in the county are:

1. Displacement of Minorities Due to Gentrification
2. Income Inequality Between Race or Ethnicity
3. Decline in Household Purchasing Power
4. High Percentage of Renters are Cost Burdened
5. Increased Rate of Poverty
6. Funding Shortage for New and Existing Affordable Housing

Countywide racial and ethnic diversity is higher than the state rate. White, Black or African American, and Hispanic populations share a plurality of racial/ethnic makeup. However, there are still geographic areas within the county where racial or ethnic population divides are more

distinct. Tracts in the northern and western areas of the county are predominantly white, while the southwestern and southern parts of the county are mostly Hispanic. The central portions of the county near Lauderhill are majority Black.

Household income and location are very closely related in the Consortium. Tracts along the southwestern border near Weston and tracts in the northwestern corner near Coral Springs have a significantly higher Median Household Income (MHI) than many other tracts throughout the county.

Poverty is concentrated in a few areas of the Consortium – high poverty areas are primarily found in the center of the county slightly inland. A significant number of tracts in the Consortium have very high poverty rates among Black or African American residents. Many tracts have a poverty rate of more than 50 percent and they can be found throughout the area. In Broward County, there were 44 tracts that have experienced minority displacement and one tract has experienced gentrification. Gentrification often involves displacement of low-income minority communities that are pushed out of the areas their families have lived in for decades.

The identified impediments touch on racial/ethnic issues as well as housing affordability. To address this, the county and jurisdictions have made efforts to increase affordability through preservation of tax exemption for affordable housing, repurposing vacant buildings to affordable housing, and improving incentives for developers.

The county and member cities of the HOME Consortium are recommended to focus on the following programmatic actions to further strengthen its efforts to address barriers and inequities in accessing affordable and desirable housing:

Action 1: Expand Dedicated Public Funding and Leverage Private Resources to Increase Affordable Housing Opportunities.

Action 2: Promote Municipal Enactment of County Land Use Code Affordable Housing Incentives.

Action 3: Expand Housing Counseling.

Action 4: Offer Local Incentives for Affordable Housing in Opportunity Zones.

Action 5: Expand Support for Homeless Service Providers and Homeless Housing Opportunities.

Action 6: Encourage Employer Assisted Housing.

Action 7: Expand Public Education Regarding Fair Housing Practices:

Action 8: Provide Tenant Information and Adopt Eviction Assistance Measures.

Action 9: Modify Construction and Rehabilitation Codes.

Action 10: Promote Municipal Enactment of County Land Use Code Affordable Housing Incentives.

Action 11: Increase the effectiveness of local fair housing ordinances through stronger code enforcement mechanisms.

Methodology

This report was prepared by Broward County, in partnership with Civitas, LLC Civitas is a private affordable housing and public policy research firm. For more information, civitassc.com.

The analysis consists of a comprehensive review of laws, regulations, policies and practices affecting housing affordability, accessibility, availability and choice within the Broward County HOME Consortium. The assessment specifically includes an evaluation of:

- Existing socio-economic conditions and trends in the county, with a particular focus on those that affect housing and special needs populations.
- Public and private organizations that impact housing issues in the county and their practices, policies, regulations and insights relative to fair housing choice.
- The range of impediments to fair housing choice that exists within both the urban center communities and other areas of the cities and counties.
- Specific recommendations and activities for the jurisdictions to address any real or perceived impediments that exist; and
- Effective measurement tools and reporting mechanisms to assess progress in meeting fair housing goals and eliminating barriers to fair housing choice in the county.

The planning process was launched with a comprehensive review of existing studies for information and data relevant to housing need and related issues. These documents included local comprehensive plans and ordinances, the 5-Year Consolidated Plan for the Broward County HOME Consortium, the previous Analysis of Impediments to Fair Housing Choice, and other policy documents. Stakeholder input and observations were incorporated as well.

Additional quantitative data were obtained from many sources, including U.S. Census Bureau reports, American Community Survey data (ACS), the U.S. Bureau of Labor Statistics (BLS), Boxwood Means Inc. via PolicyMap and Federal Financial Institutions Examination Council (FFIEC), among others.

Purpose of Fair Housing

Fair housing has long been an important issue in American urban policy – a problem borne in discrimination and fueled by growing civil unrest that reached a boiling point during the Civil Rights Movement of the 1960s. The passing of the Fair Housing Act in 1968 was a critical step in addressing this complex problem – but it was far from a solution. Since the passing of the Act, many community groups, private businesses, concerned citizens and government agencies have worked at battling housing discrimination in the face of persistent practices to the contrary.

By design, federal housing policy racially segregated housing for decades. Those policies, as well as the many local and state discrimination policies, are no longer legal, but many communities still feel the effect of red-lining and other policies meant to segregate racial groups. Unfortunately, while the laws have changed the impact of these historic practices and their link between a person's race or ethnicity and access to housing and economic opportunities endures. Many areas of the country have been classified as a Racially/Ethnically Concentrated Area of Poverty (R/ECAP). Proactively addressing the connection between race, housing and poverty is a necessary part of any housing program.

The Fair Housing Act mandates that the Department of Housing and Urban Development (HUD) "affirmatively furthers fair housing" through its programs. Toward this end, HUD requires funding recipients undertake fair housing planning (FHP) and steps that lead to less discriminatory housing practices and better living conditions for minority groups and vulnerable populations.

As part of the HUD-mandated Consolidated Planning process, Broward County adopted its Five-Year Consolidated Plan in 2020. The Five-Year Consolidated Plan is an assessment of the economic and social state of the county, as well as local government policies and programs aimed at improving the living environment of its low- and moderate-income residents. The Strategic Plan includes a vision for the county that encompasses the national objectives of the Community Development Block Grant (CDBG) program and is accompanied by a first-year Action Plan that outlines short-term activities to address identified community needs. As part of the planning process, the Broward County HOME Consortium must also affirmatively further Fair Housing and undertake Fair Housing planning. This process includes the preparation of an Analysis of Impediments to Fair Housing Choice.

This 2020 Analysis of Impediments to Fair Housing Choice is an in-depth examination of potential barriers, challenges and opportunities for housing choice for the Broward County HOME Consortium residents on a countywide scale. Impediments to Fair Housing are defined as any actions, omissions or decisions based upon race, color, religion, national origin, disability, gender, or familial status that restrict, or have the effect of restricting, housing choice or the availability of housing choice. Fair Housing Choice is the ability of persons of similar income levels – regardless of race, color, religion, national origin, disability, gender, or familial status – to have the same housing choices.

The Analysis of Impediments is an integral component of the fair housing planning process and consists of a review of both public and private barriers to housing choice. It involves a comprehensive inventory and assessment of the conditions, practices, laws and policies that impact housing choice within a jurisdiction. It provides documentation of existing, perceived and potential fair housing concerns, and specific action strategies designed to mitigate or eliminate obstacles to housing choice for the residents. The Analysis is intended to serve as a strategic planning and policy development resource for local decision makers, staff, service providers, the private sector and community leaders in the county. As such, this Analysis of Impediments will ultimately serve as the foundation for fair housing planning in the county.

The long-term objective of this Analysis of Impediments to Fair Housing Choice is to make fair housing choice a reality for residents of the Broward County HOME Consortium through the prevention of discriminatory housing practices. One goal of the study is to analyze the fair housing situation in the county and assess the degree to which fair housing choice is available for area residents. A second goal is to suggest ways to improve the level of choice through continued elimination of discriminatory practices, if any are found to exist. The sections that follow provide a succinct overview of the legal and conceptual aspects of fair housing planning and policy.

Fair Housing Concepts

Housing choice plays a critical role in influencing individuals' and families' abilities to realize and attain personal, educational, employment and income potential. The fundamental goal of HUD's fair housing policy is to make housing choice a reality through sound planning. Through its ongoing focus on Fair Housing Planning, HUD "is committed to eliminating racial and ethnic discrimination, illegal physical and other barriers to persons with disabilities, and other discriminatory practices in housing." Among the recurring key concepts inherent in fair housing planning are:

- *Affirmatively Further Fair Housing (AFFH)* – Under its community development programs, HUD requires its grantees to affirmatively further fair housing through three broad activities: 1) conduct an *Analysis of Impediments to Fair Housing Choice*; 2) act to overcome identified impediments; and 3) track measurable progress in addressing impediments and the realization of fair housing choice.
- *Affordable Housing* – Decent, safe, quality housing that costs no more than 30 percent of a household's gross monthly income for utility and rent or mortgage payments.
- *Fair Housing Choice* – The ability of persons, regardless of race, color, religion, national origin, disability, gender or familial status, of similar income levels to have the same housing choices.
- *Fair Housing Planning (FHP)* – Fair Housing Planning consists of three components: the *Analysis of Impediments*, a detailed *Action Plan* to address identified impediments, and a monitoring process to assess progress in meeting community objectives. FHP consists of a close examination of factors that can potentially restrict or inhibit housing choice and serves as a catalyst for actions to mitigate identified problem areas.
- *Impediments to Fair Housing* – Any actions, omissions, or decisions based upon race, color, religion, national origin, disability, gender, or familial status that restrict, or have the effect of restricting, housing choice or the availability of housing choice.
- *Low and Moderate Income* – Defined as 80 percent of the median household income for the area, subject to adjustments for areas with unusually high or low incomes or

housing costs. *Very low income* is defined as 50 percent of the median household income for the area, subject to adjustments for areas with unusually high or low incomes or housing costs. Poverty level income is defined as 30 percent or below median household income.

- *Private Sector* – Private sector involvement in the housing market includes banking and lending institutions, insurance providers, real estate and property management agencies, property owners and developers.

- *Public Sector* – The public sector for the purpose of this analysis includes local and state governments, regional agencies, public housing authorities, public transportation, community development organizations, workforce training providers, and community and social services.

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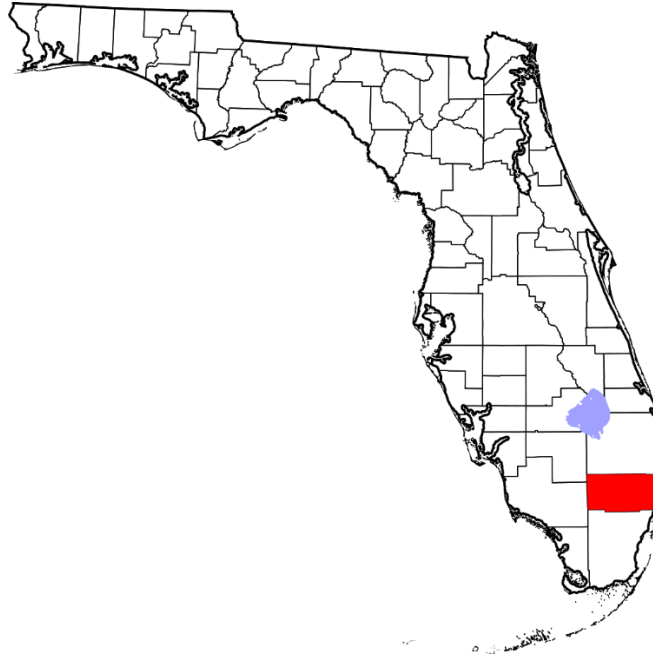
Community Profile

The goal of the Community Profile is to provide evidence and analysis to be used by grant recipients seeking to address impediments to fair housing choice. This data is an important tool that will help guide decision makers in deciding where funds would have the greatest impact. The Community Profile is broken into three sections.

The first section is the Demographic Profile, which looks at the Consortium from the perspective of its people. Race and ethnicity, age, disability status, and other variables are explored. This section provides the necessary foundation to determining who lives in the jurisdiction and what their needs are. This outlines the demand for housing by looking at what households desire.

The second section, the Economic Profile, looks at the job market and the financial situation of the residents. evaluates how much households can afford. Factors like income, cost burden, and poverty are analyzed. These issues are compared to the factors in the demographic analysis to determine if disparities exist between racial and ethnic groups. This evaluates the demand for housing by looking at what a household can afford.

The third section is the Housing Profile and it looks at the County's housing stock. Multiple angles are explored, including home values, rents, occupancy, and age of housing to provide a snapshot of the physical environment of the region. This section establishes the supply of the available housing and how that matches up with the demand. Together, these pieces provide a data-driven view of the jurisdiction that will advance fair housing planning efforts and identify any impediments to fair housing choice.



Location of Broward County in Florida

Demographic Profile

Introduction

The Demographic Profile looks at the Consortium from the perspective of its people. Understanding who lives throughout the jurisdiction, where they live, and how that has changed provides a starting point for identifying impediments. This process requires exploring several demographic variables such as race and ethnicity, age, disability status, and others. This information will allow the Consortium to answer one of the most important questions when addressing fair housing issues, *who* needs assistance. People are at the foundation of the decision-making process and understanding what the demographics are and how they have changed is necessary before policy changes can be proposed.

Population

Understanding how the population has changed over time is one of the most important demographic data points available. This change, and how different jurisdictions compare, gives a broad view of whether the area is a place experiencing growth. A growing population usually represents a place that is attractive to new households while a shrinking or stable population may mean resident's needs are not being met.

Population growth is generally a positive indicator but with it comes challenges, particularly for the housing market. When a population grows more quickly than the housing stock the overall demand increases which puts upward pressure on housing prices. Increased prices make it more difficult to locate affordable, safe, and secure housing, particularly for lower income households.

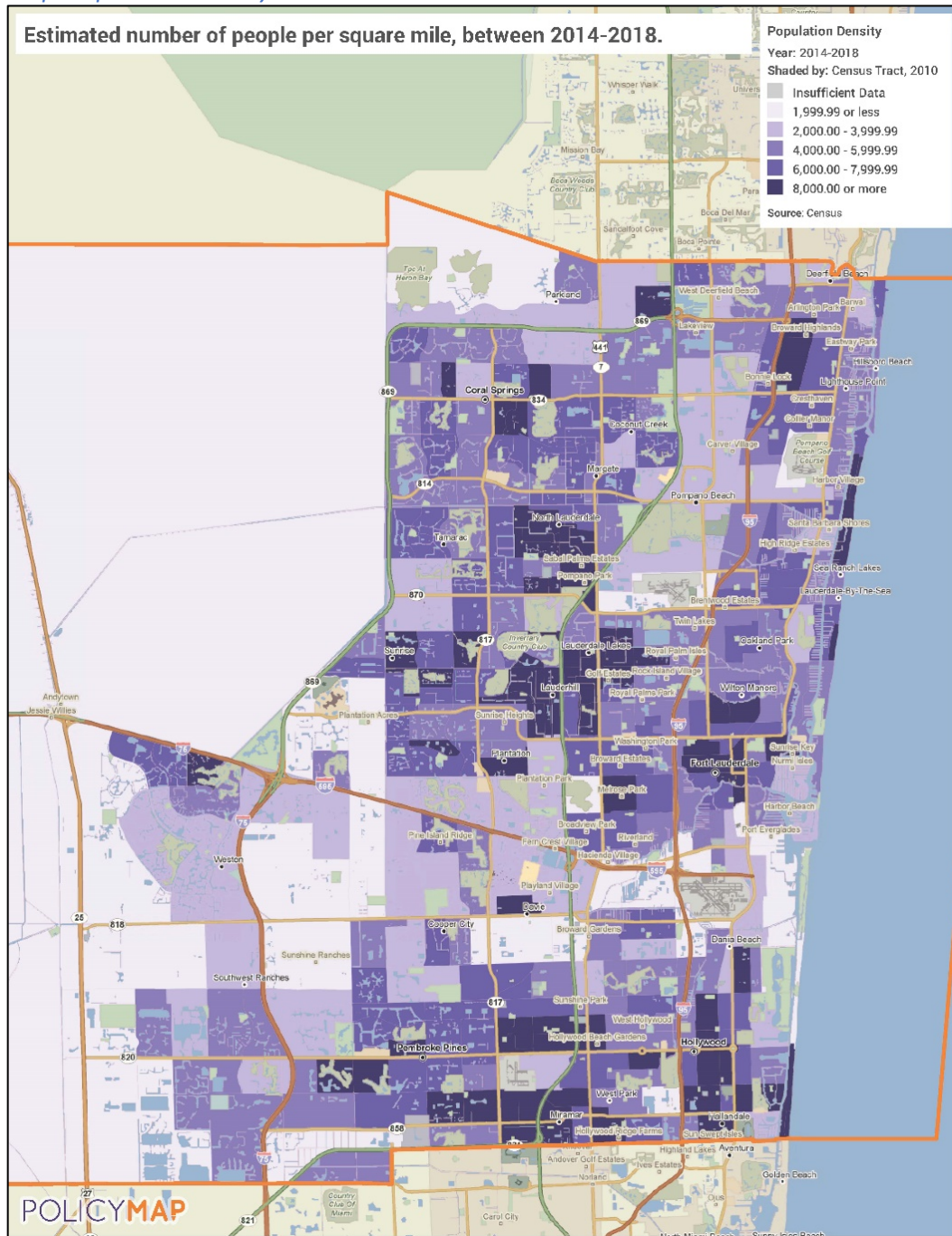
In Broward County, the population has grown by over 17% since 2000. Within the County, the growth rate differed considerably between jurisdictions. The City of Miramar had the highest overall growth rate at nearly 90%. At the other end of the spectrum is the City of Margate which grew by only 6.5%.

Table: Population – 2000 to 2018

	2000	2010	2018	2000 - 2010		2000 - 2018	
				% Change	Difference	% Change	Difference
Broward County	1,623,018	1,734,139	1,909,151	6.8%	111,121	17.63%	286,133
Coconut Creek	43,566	51,540	59,997	18.3%	7,974	37.72%	16,431
Coral Springs	117,549	121,116	131,151	3.0%	3,567	11.57%	13,602
Davie	75,720	90,648	103,132	19.7%	14,928	36.20%	27,412
Deerfield Beach	64,583	75,276	79,854	16.6%	10,693	23.65%	15,271
Lauderhill	57,585	67,127	71,328	16.6%	9,542	23.87%	13,743
Margate	53,909	53,600	57,427	-0.6%	-309	6.53%	3,518
Miramar	72,739	113,707	138,168	56.3%	40,968	89.95%	65,429
Pembroke Pines	137,427	152,366	168,260	10.9%	14,939	22.44%	30,833
Plantation	82,934	85,096	92,775	2.6%	2,162	11.87%	9,841
Sunrise	85,779	85,074	93,199	-0.8%	-705	8.65%	7,420
Tamarac	55,588	59,796	64,748	7.6%	4,208	16.48%	9,160
Florida	15,982,378	18,511,620	20,598,139	15.8%	2,529,242	28.88%	4,615,761
Source: 2000 Census (DP1, SF1), 2010 Census (DP1), 2014-2018 ACS 5-Yr Estimates (DP05)							

An important aspect of the jurisdiction's population is where within the City residents live. Throughout the Consortium there are areas with relatively high concentrations of residents bordering tracts with a relatively low concentration of residents. The cities of Lauderdale and Margate have the disproportionately high population densities with 8,364 per square mile and 6,486 per square mile, respectively. Urban density can sometimes be associated with rundown buildings or overcrowding. However, density can be regarded as more environmentally, socially, and economically sustainable. Greater density puts more people in practical reach of the public services, medical care, and businesses.

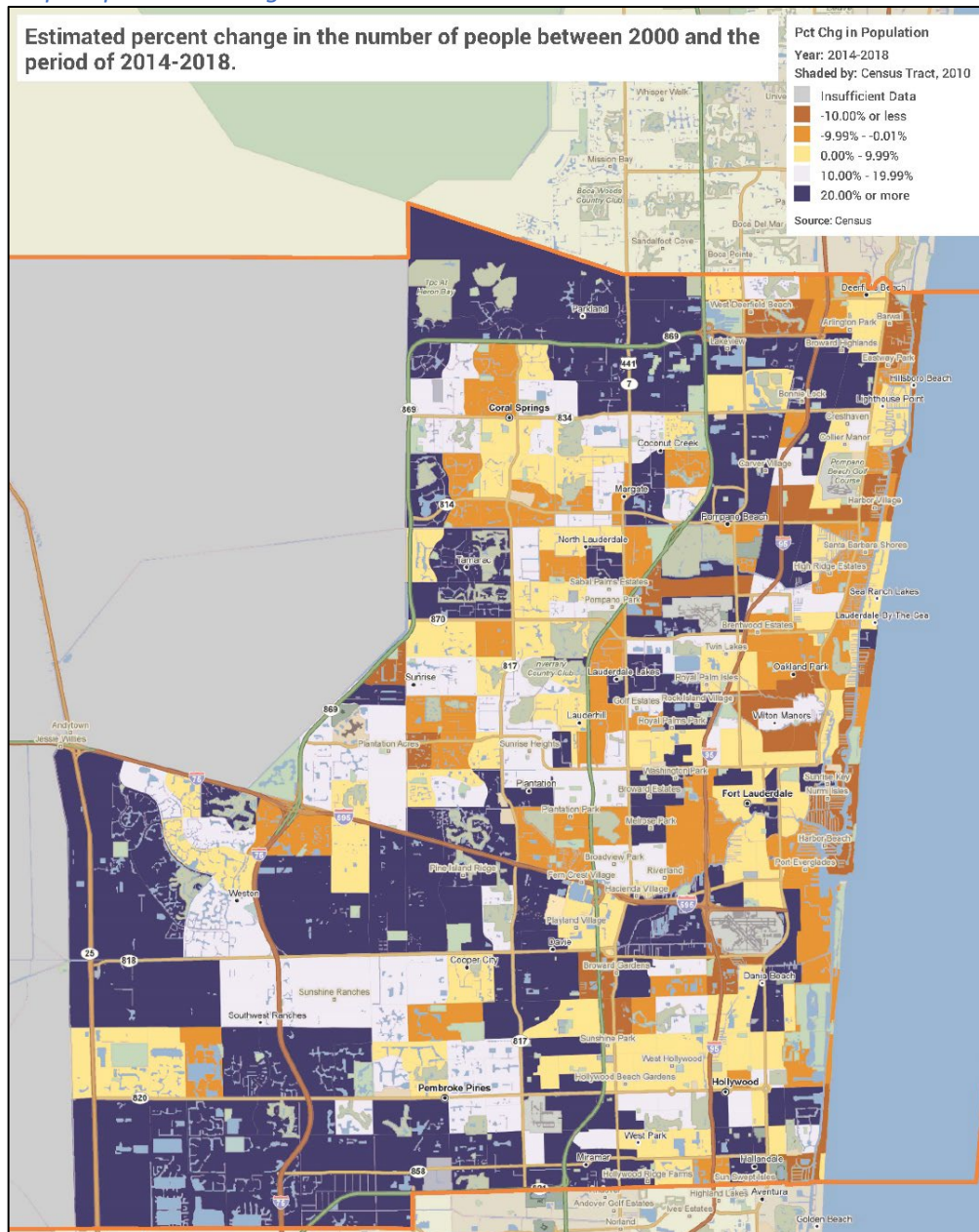
Map: Population Density



Source: 2014-2018 ACS via PolicyMap

The change in population by census tract can be a valuable data point to determine what areas of the Consortium people are leaving or moving to. In the last two decades, the population has changed inconsistently. Many tracts experienced significant growth with the population increasing by 20% or more. However, there are also a large number of tracts that shrank by over 10%. There is not an apparent pattern associated with the population changes except that population losses seem to be more common near the coast and growth occurs in the larger inland tracts. Coconut Creek had the largest citywide growth in population out of the included jurisdictions with 38.47% since 2000.

Map: Population Change since 2000



Source: 2014-2018 ACS via PolicyMap

Age Groups

The age distribution is vitally important to the housing market and a jurisdiction's economy. The needs of residents can vary significantly depending on what v they are in. Residents who are nearing retirement or currently retired are often looking to downsize into smaller homes and may prioritize accessibility and transportation options. Young adults, particularly new families, have different housing demands and tend to look for homes they can grow into and possibly raise children in. Understanding how the age of the population is changing is important to determine which types of housing units are in need and it will also help set realistic goals for what funds will be available.

The median age in Broward county is currently 40.1 years, which is a slight increase from 2010. Florida has a median age of 42.2 years, making the County slightly younger than the state. Nearly 30% of the county's population is under the age of 25 and 15.9% are over the age of 65. The three fastest growing age groups in the county are 55 to 59 years, 60 to 64 years and 65 to 74 years. Between those two groups the population grew by over 105,000. Two age groups saw a decrease in total population, the 35 to 44 years and 15 to 19 years, resulting in a loss of over 9,500 people.

Table: Age – 2010 to 2018

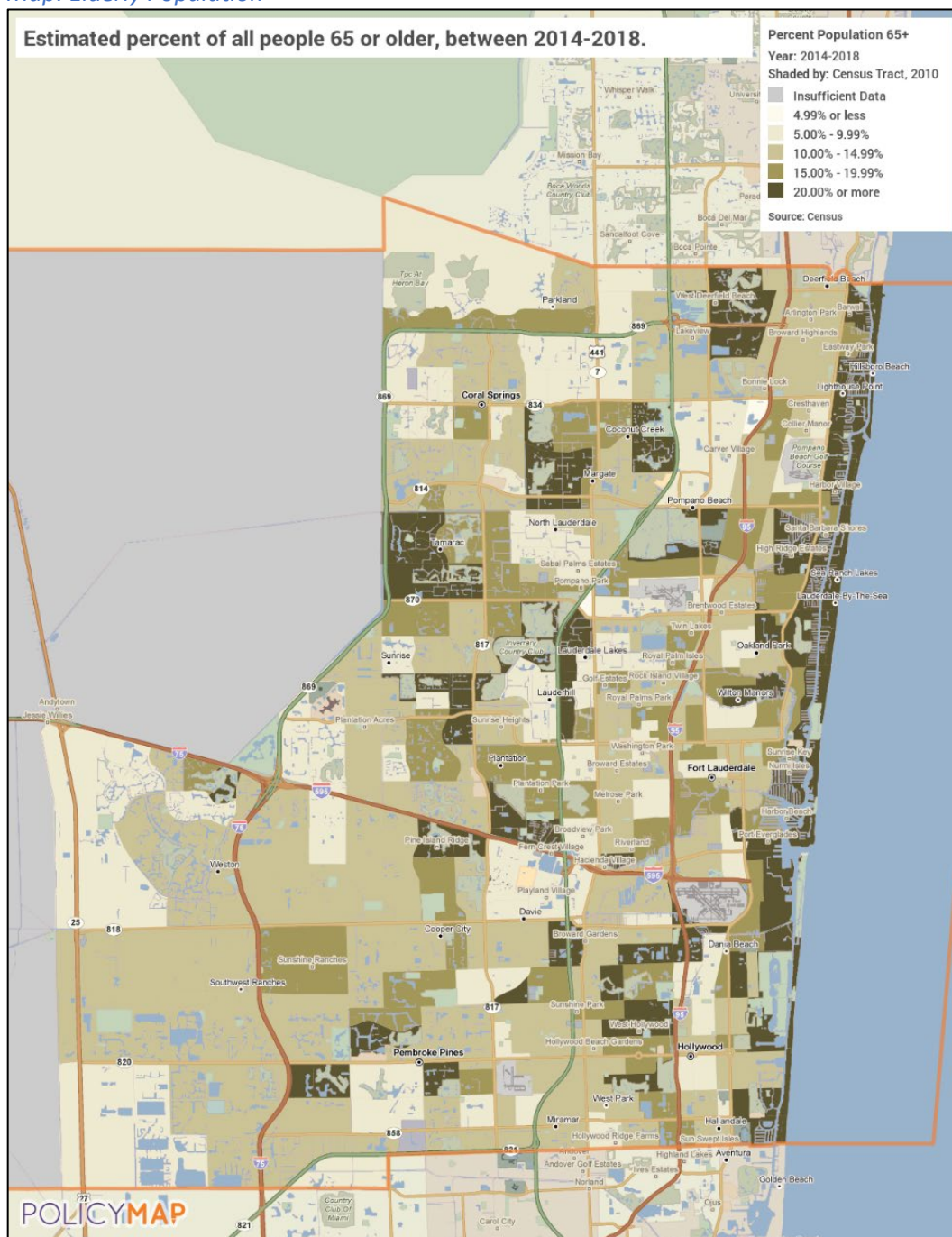
Broward County	2010		2018	
	Number	Percent	Number	Percent
Under 5 years	105,011	6.1%	111,571	5.8%
5 to 9 years	102,943	5.9%	109,519	5.7%
10 to 14 years	114,371	6.6%	116,309	6.1%
15 to 19 years	114,795	6.6%	112,757	5.9%
20 to 24 years	102,256	5.9%	114,287	6.0%
25 to 34 years	222,914	12.9%	257,952	13.5%
35 to 44 years	262,884	15.2%	255,231	13.4%
45 to 54 years	269,600	15.5%	278,165	14.6%
55 to 59 years	105,855	6.1%	133,090	7.0%
60 to 64 years	89,062	5.1%	116,289	6.1%
65 to 74 years	117,860	6.8%	168,797	8.8%
75 to 84 years	84,385	4.9%	90,807	4.8%
85 years and over	42,203	2.4%	44,377	2.3%
Median Age	39.2	x	40.1	x
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP05)				

Elderly

As noted earlier, the elderly population is relatively large in Broward County and growing. People aged 65 and over have particularly important housing needs. As people age, they tend to require new types of social services, healthcare, and housing. As communities across the nation grow proportionately older, the needs of the elderly become an increasingly important aspect of both public and private decision-making. Central to these evolving needs is access to housing options that are decent, safe, affordable, accessible, and located in proximity to services and transportation. Housing is one of the most essential needs of the elderly because the affordability, location, and accessibility of where they live will directly impact their ability to access health and social services – both in terms of financial cost and physical practicality.

In 2018, residents 65 years old and older made up 15.9% of the population. The living patterns of this population show a significant concentration of residents along the coastal areas of the County. Nearly every coastal census tract has over 20% of the population that is elderly and there are three cities with a citywide rate over 20%, Deerfield Beach (21.55%), Margate (22.3%), and Tamarac 25.6%

Map: Elderly Population



Source: 2014-2018 ACS 5-Yr Estimates via PolicyMap

Age Dependency Ratio

Age dependency ratios relate the number of working-aged persons to the number of dependent-aged persons (children and the elderly). An area's dependency ratio is comprised of two smaller ratios – the child dependency ratio and the old-age dependency ratio. These indicators provide

insight into the social and economic impacts of shifts in the age structure of a population. Higher ratios of children and the elderly require higher levels of services to meet the specific needs of those populations. Furthermore, a higher degree of burden is placed on an economy when those who mainly consume goods and services become disproportionate to those who produce. It is important to note that these measures are not entirely precise – not everyone under the age of 18 or over 65 is economically dependent, and not all working age individuals are economically productive. With these caveats in mind, dependency ratios are still helpful indicators in gauging the directional impacts of shifting age structures.

Broward County as a whole has a lower age dependency ratio than the state due to the difference in elderly residents. Throughout the Consortium, the dependency ratio varies by jurisdiction. Tamarac has the highest dependency ratio by far with 74.3 due to the very large old-age ratio. The lowest dependency ratio is found in Davie with 50.3. There appears to be significant differences in what type of dependency is common in a location. Coconut Creek, Coral Springs, Davie, Lauderhill, Miramar, Pembroke Pines, Plantation, and Sunrise all have child dependency ratios larger than old age, sometimes by a considerable amount.

Table: Age Dependency Ratios

Dependency Ratio	Florida	Broward County	Coconut Creek	Coral Springs	Davie	Deerfield Beach	Lauderhill
Total	66.3	59.6	65.8	58.1	50.3	66.8	65.7
Old age	32.8	25.4	29.8	17.2	17.9	36.0	22.8
Child	33.5	34.2	35.9	40.9	32.4	30.9	42.9
Source: 2014-2018 ACS 5-Yr Estimates (S0101)							

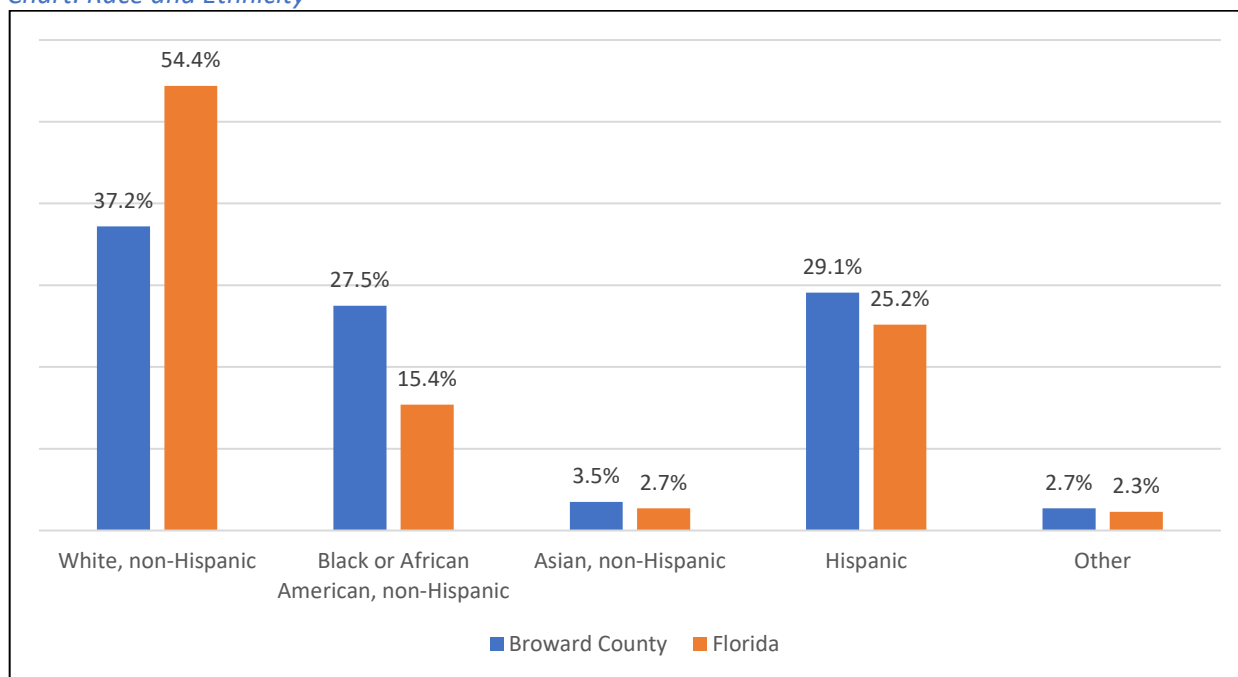
Dependency Ratio	Margate	Miramar	Pembroke Pines	Plantation	Sunrise	Tamarac
Total	64.3	51.6	60.1	57.8	61.4	74.3
Old age	36.6	15.3	27.1	25.0	26.6	44.6
Child	27.6	36.3	33.0	32.8	34.9	29.7
Source: 2014-2018 ACS 5-Yr Estimates (S0101)						

Race and Ethnicity

Federal housing policy intentionally racially segregated housing for decades. Those policies, as well as the many local and state discrimination policies, are no longer legal, but many communities still feel the effect of red-lining and other laws meant to segregate racial groups. An unfortunate truth is that within the United States there is a link between a person's race or ethnicity and their access to housing and economic opportunities. Many areas of the country have been classified as a Racially/Ethnically Concentrated Area of Poverty (R/ECAP). Proactively addressing the connection between race, housing, and poverty is a necessary part of any housing program.

The major demographic difference between the County and the State is the size of the Black or African American, non-Hispanic population. In Florida, approximately 15% of the population is Black or African American and in Broward County it is over 27%. At the state level, White, non-Hispanic residents make up a slight majority of the population while at the County level they make up a slight plurality with 35.3%.

Chart: Race and Ethnicity

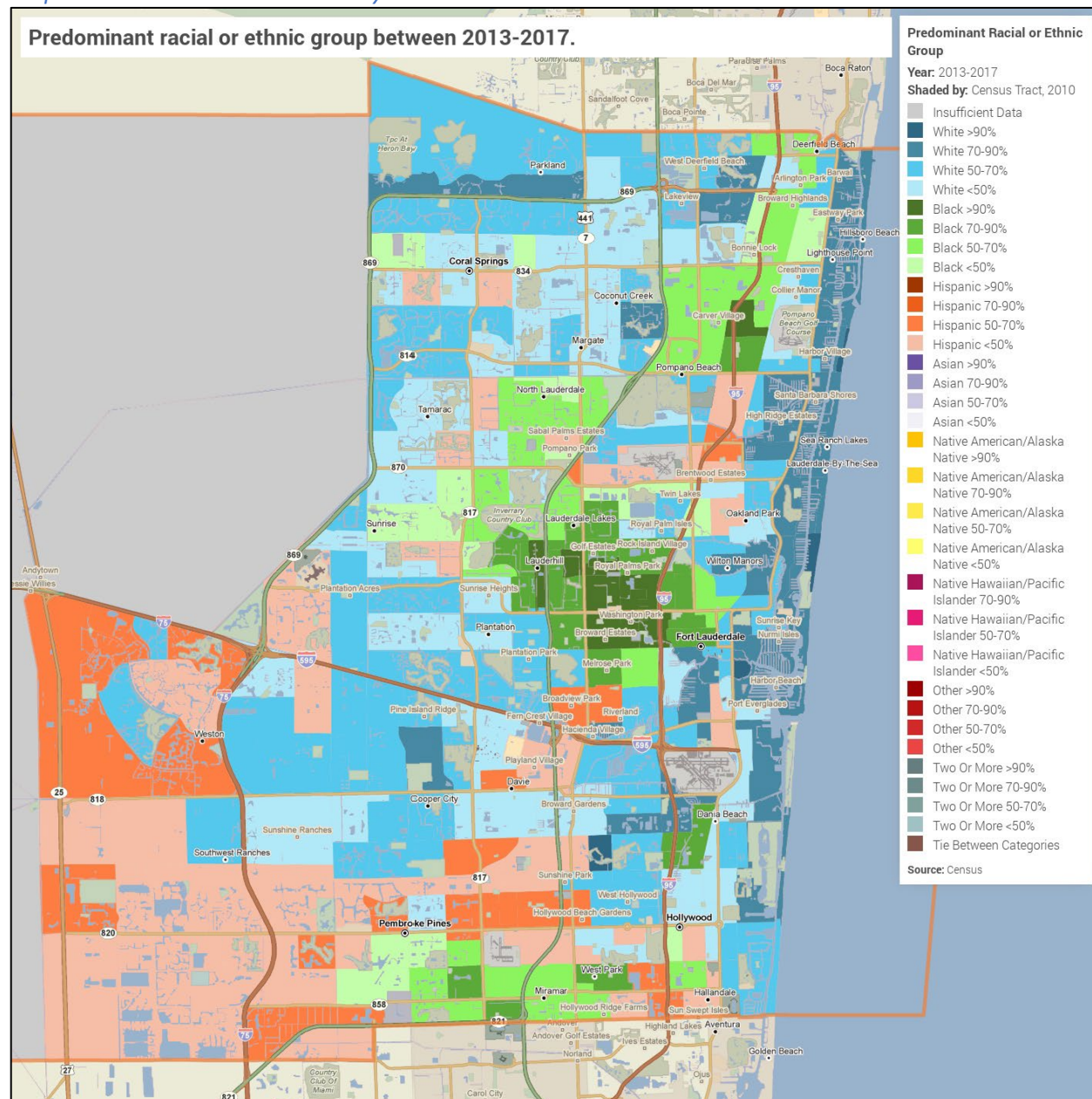


Source: 2014-2018 American Community Survey 5-Year Estimates (B03002)

Diversity

As noted above, Broward County is a diverse area and no racial or ethnic group is in the majority. The County does include areas where different racial groups make up a large portion of the population, occasionally over 90%. Coastal tracts with a relatively large elderly populations have a predominantly White population. The southern part of the county and some tracts throughout are predominantly Hispanic while the area west of Fort Lauderdale has a very large Black population.

Map: Predominant Race or Ethnicity



Source: 2014-2018 ACS 5-Yr Estimates via PolicyMap

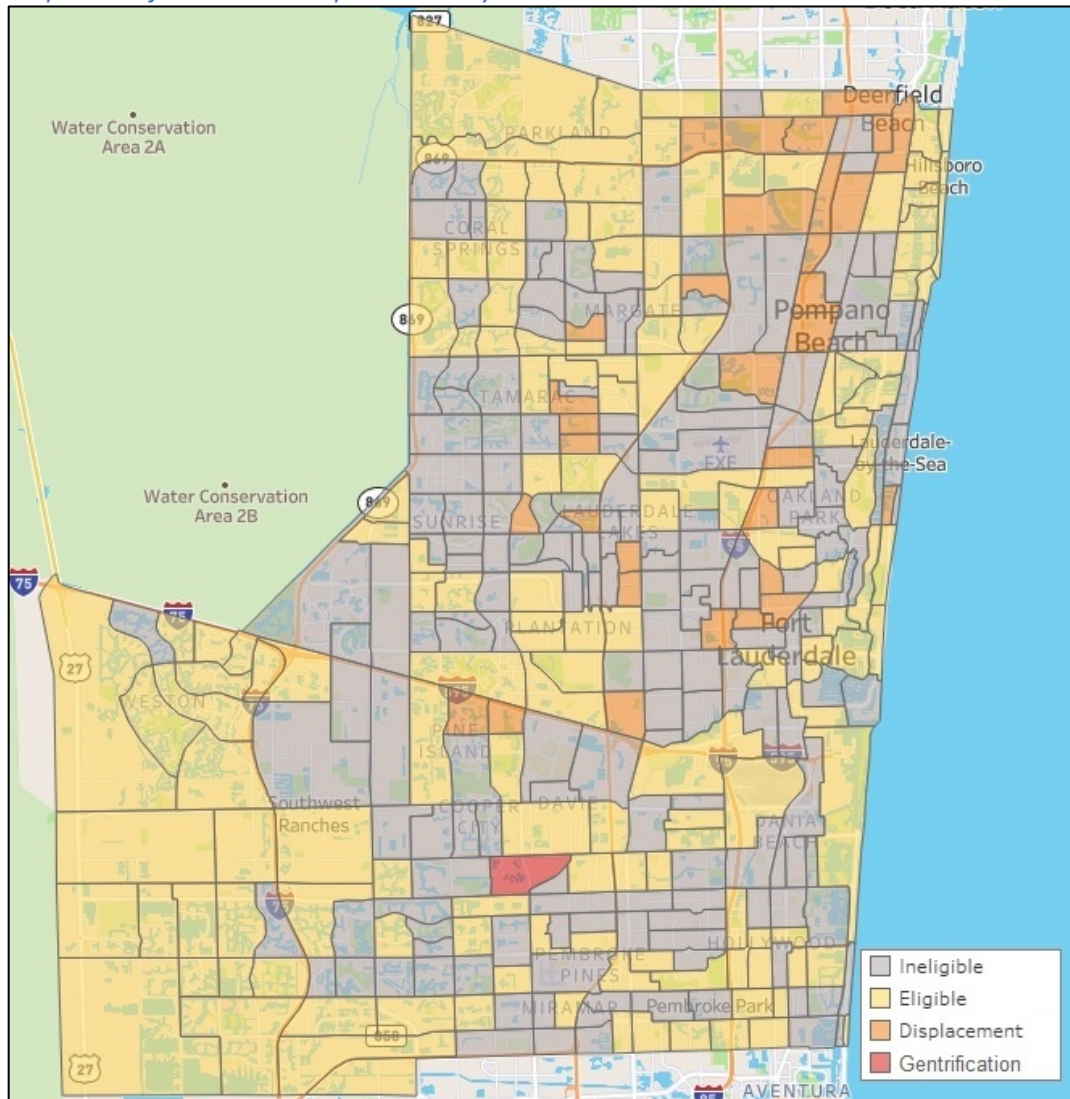
Displacement and Gentrification

Gentrification can have a major impact on the economic and social landscape of a county. Often, gentrification involves displacement of low-income minority communities that are pushed out of the areas their families have lived in, sometimes for generations. The economic growth and investment that comes from gentrification can be a boon, but it is important to mitigate the potential negative aspects that so often come with it.

One way to measure displacement and gentrification is using a modified methodology developed by the National Community Reinvestment Coalition. The following map shows areas of Broward County that may be impacted by gentrification and displacement. Any census tract that was in 40th percentile or less of Median Home Value (HNV) and Median Household Income (MHI) in 2010 was eligible for analysis. An eligible tract was then considered Gentrified if it was in the 60th percentile or more for HNV and College Education in 2017. A gentrified tract was considered to have displaced racial minorities if there was a 5% or more decline in the non-white population.

In Broward County, there were 177 census tracts that were eligible for gentrification and displacement. Of those tracts, 44 of them were found to have experienced minority displacement and one tract experienced gentrification.

Map: Gentrification and Displacement by Census Tract



Disability

Residents who have a disability face additional challenges, particularly when it comes to housing. Finding affordable housing is even more difficult for those who need units that have or can be modified for wheelchairs, shower supports, ramps, and other accessibility aides. Communities with a relatively large elderly population need to pay attention to this issue due to the close relationship between age and disability.

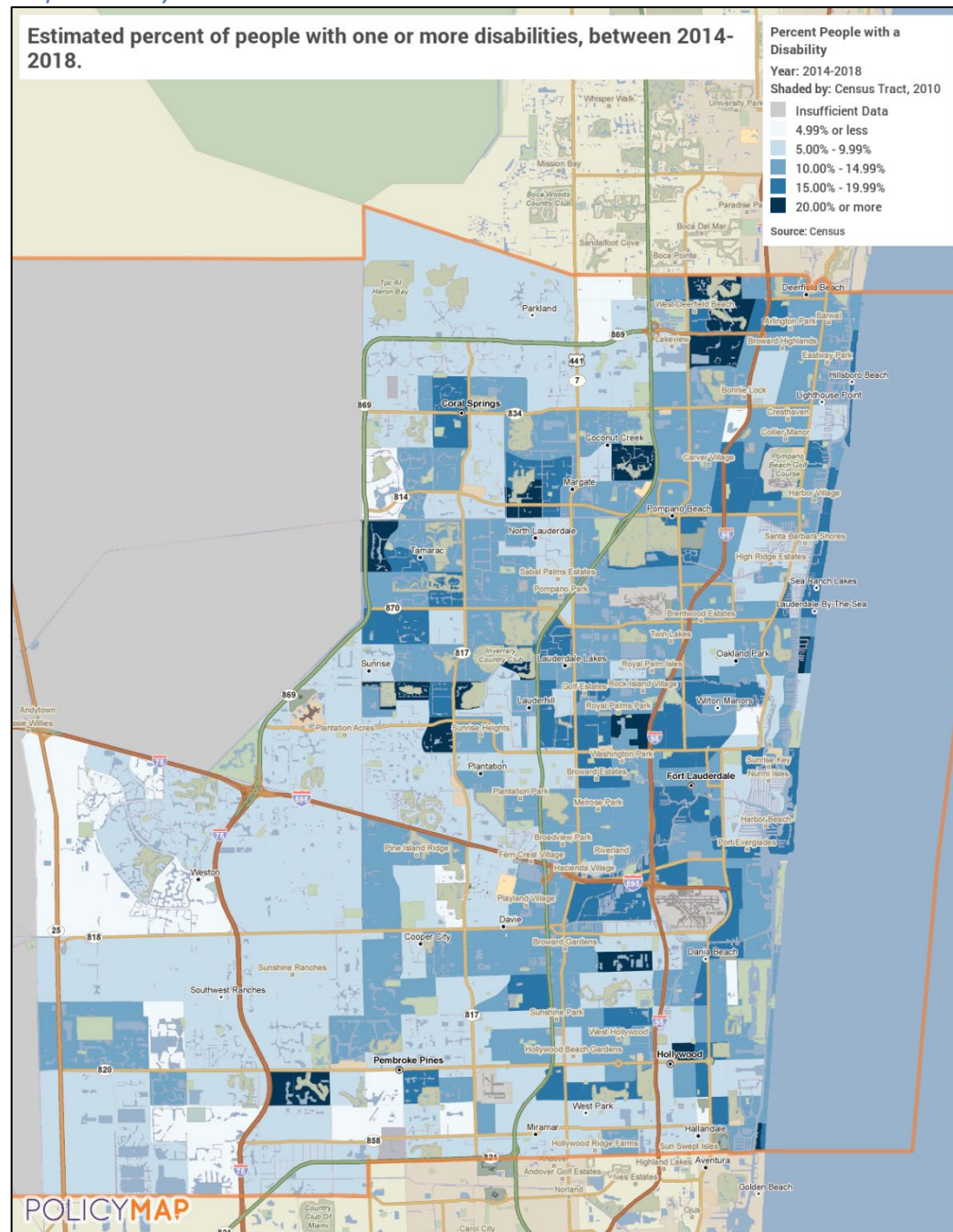
In addition to having to overcome barriers such as housing discrimination and difficulty in finding accessible units, people with disabilities face financial hardships at much higher rates than the average person. The median earnings for someone with a disability in the county is approximately \$10,000 less than those without a disability. Residents with a disability also have higher poverty rates and are less likely to be employed or in the labor force.

Table: Disability Characteristics

	Florida		Broward County	
	With a Disability	Without a Disability	With a Disability	Without a Disability
Population Age 16 and Over	2,566,376	14,060,034	195,466	1,341,197
Employed	19.1%	62.3%	21.5%	67.7%
Not in Labor Force	77.9%	33.8%	74.8%	27.8%
Median Earnings	\$22,241	\$30,840	\$22,429	\$32,105
Below the Poverty Level	19.0%	12.3%	19.3%	11.2%
Source: 2014-2018 ACS 5-Yr Estimates (S1811)				

The map below shows the distribution of people with a disability in Broward County. Like many of the variables studied in this analysis, the concentration of people with a disability is disproportionate across the region. There are many tracts with a high disability rate (20% or over) and some with low rates, less than 5%. Surprisingly, the areas identified above as having a large elderly population do not appear to have noticeably high disability rates. However, the highest citywide disability rate is in Tamarac (15.3%), which also reported the highest senior population.

Map: Disability



Source: 2014-2018 ACS 5-Yr Estimates via PolicyMap

Veterans

Since the War on Terror started over 18 years ago the number of veterans in the United States has consistently increased. With this influx of veterans there has been a mix of unique challenges and opportunities. Many communities, in cooperation with the Veterans Administration, have worked to provide educational and economic opportunities to veterans and to reduce veteran homelessness to zero. Veterans do face additional challenges though, particularly due to physical and mental disabilities obtained while serving.

As of 2018 there were over 76,000 veterans living in Broward County making up 5.1% of the population. Veterans have a higher median income labor force participation and unemployment rate. They have a higher disability and lower poverty rates than non-veterans.

Table: Comparison of Veterans and Non-Veterans

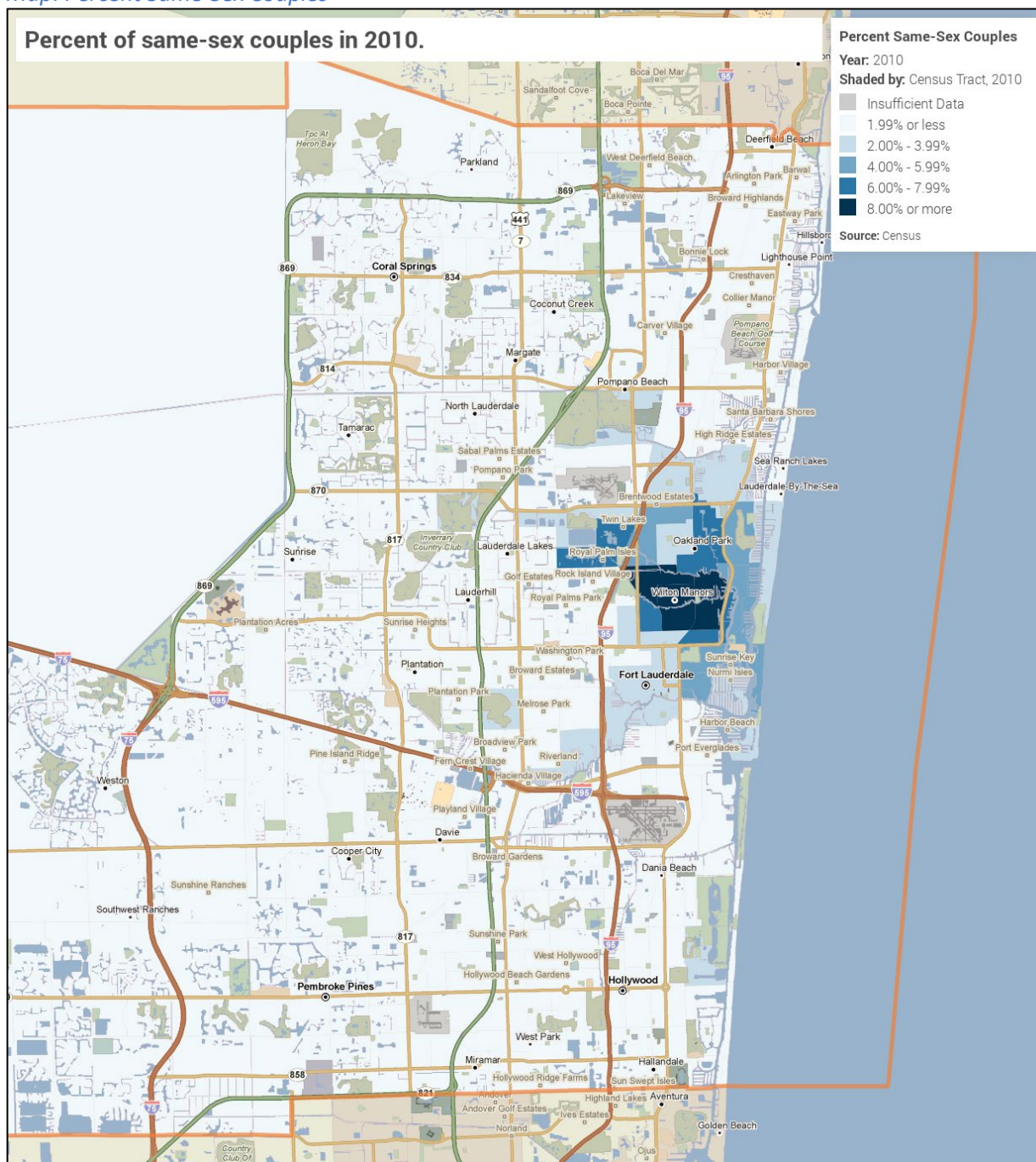
	Veterans	Non-Veterans
Population Over 18 Years Old	76,823	1,422,490
Median Income	\$39,102	\$28,603
Labor Force Participation Rate	81.7%	79.3%
Unemployment Rate	6.0%	6.5%
Below Poverty in the Past 12 Months	5,397 (7.1%)	174,214 (12.3%)
With Any Disability	21,513	171,874
Source: 2014-2018 ACS 5-Yr Estimates (S2101)		

Sexual Orientation and Gender Identity

HUD regulations prohibit discrimination based on sexual orientation and gender identity, but local protection is beneficial to the residents of the County. Accurate data on the number of LGBT residents in a community is difficult to gather due to stigma and methodological barriers. Lack of adequate legal protections can lead to underreporting and difficulty adequately defining orientations can lead to variation among estimates.

According to a 2017 Gallup Poll, approximately 4.2% of the state's population identifies as LGBT. The US Census Bureau 1.33% of the families in the County are same-sex couples, approximately 50% higher than the statewide rate. The following map shows the concentration of same-sex households in the county. The area around the city of Milton Manors has a disproportionately high same-sex couple population. There are three tracts where approximately 12% of the families are same-sex couples.

Map: Percent Same-Sex Couples



Source: 2010 Census Estimates via PolicyMap

Protections based on sexual orientation and gender identities are strong in Broward County. According to the Movement Advancement Project, an independent research firm focusing on equality and opportunities for all, in Broward County employment, housing, and public accommodations are protected regardless of sexual orientation and gender identity. The County also has an ordinance in place prohibiting conversion therapy for minors.

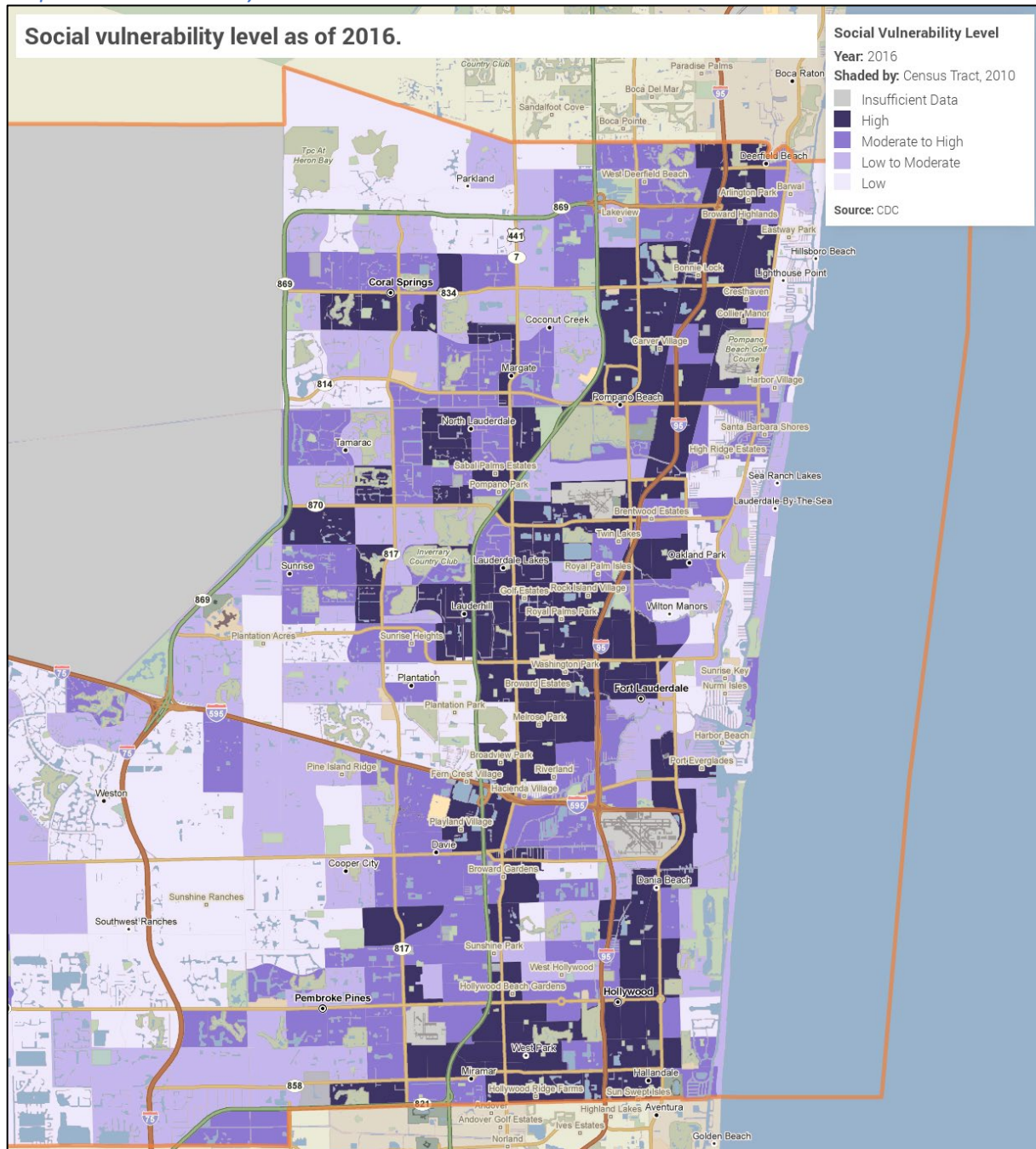
Though Broward County has strong protections in place, additional measures can be taken to help reduce impediments to fair housing for LGBT residents. City level protections are valuable, as are county level policies that are more inclusive than statewide policies. At the state level there are no adoption or foster care protections for LGBT parents or family leave laws. There are also no nondiscrimination laws in place when it comes to credit and lending. Discrimination in lending can act as a barrier to fair housing choice within the County.

Social Vulnerability

Within every community there are populations that are particularly vulnerable to disruption, health problems, natural disasters, climate change, and extreme weather. Broward County's location means that the population must take particular care to address socially vulnerable residents. Hurricanes and the effects of climate change are more strongly felt in southern Florida than many other locations.

The Center for Disease Control developed the "social vulnerability index" to help flag areas that may need greater support and assistance in the case of disaster. It is comprised of four categories of vulnerability – socioeconomic status, household composition and disability, minority status and language, and housing and transportation. In Broward County, tracts slightly inland from the coast are more likely to have a moderate to high or high vulnerability level than coastal or western tracts. In particular, tracts that have a large Black population have higher vulnerability than other areas.

Map: Social Vulnerability



Source: 2012-2016 ACS 5-Yr Estimates via PolicyMap

Economic Profile

The market for housing and the availability of affordable housing is tied to two forces: supply and demand. In theory, the market will reach an equilibrium where supply equals demand but in practice it is much more complicated. Demand is not a static data point, it is the culmination of the needs, wants, and resources available to members of the population. An important factor in the demand is the economic position a person is in. Their income, employment opportunities, education, and availability of transportation all play a part in the demand for affordable housing.

Income

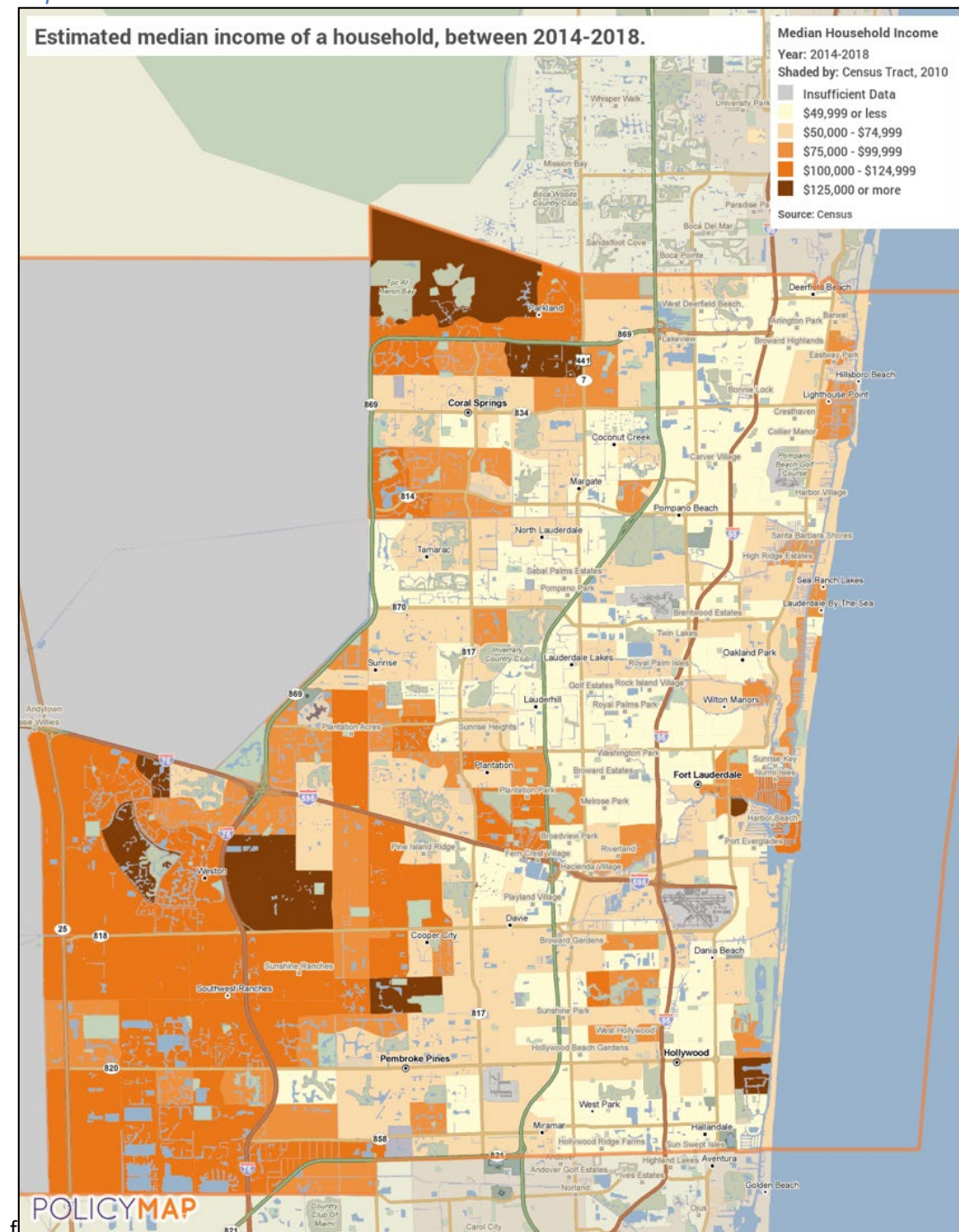
Since 2010, the purchasing power in the County has decreased by 3% for a family earning the median household income. This is a slightly larger decrease than the statewide change of -2.3%. There are only two jurisdictions in the Consortium that saw the purchasing power of their residents increase, Coconut Creek and Tamarac. The largest drop in purchasing power was in the City of Margate.

Table: Purchasing Power (Median Household Income)

	2010	2018	Change in Purchasing Power
Broward County	\$59,132.46	\$57,333	-3.0%
Coconut Creek	\$56,539.25	\$58,627	3.7%
Coral Springs	\$81,738.09	\$74,371	-9.0%
Davie	\$67,256.39	\$66,951	-0.5%
Deerfield Beach	\$46,597.67	\$45,581	-2.2%
Lauderhill	\$43,977.00	\$40,737	-7.4%
Margate	\$52,407.50	\$45,667	-12.9%
Miramar	\$74,270.75	\$70,005	-5.7%
Pembroke Pines	\$72,369.60	\$66,816	-7.7%
Plantation	\$75,994.60	\$71,721	-5.6%
Sunrise	\$56,618.18	\$55,043	-2.8%
Tamarac	\$46,824.16	\$49,423	5.6%
Florida	\$54,519.13	\$53,267	-2.3%
Source: 2006-2010 (adjusted for inflation), 2014-2018 ACS 5-Yr Estimates (DP03)			

The following map displays how the MHI in Broward County is tied closely to a person's place of residence. The MHI is not consistent throughout the County. In general, households on the western side of the county have a median household that is higher than residents closer to the ocean, particularly those that are slightly inland. These high MHI tracts report a median income of \$125,000 or more, which is more than double the MHI reported in nearby low MHI tracts.

Map: Median Household Income

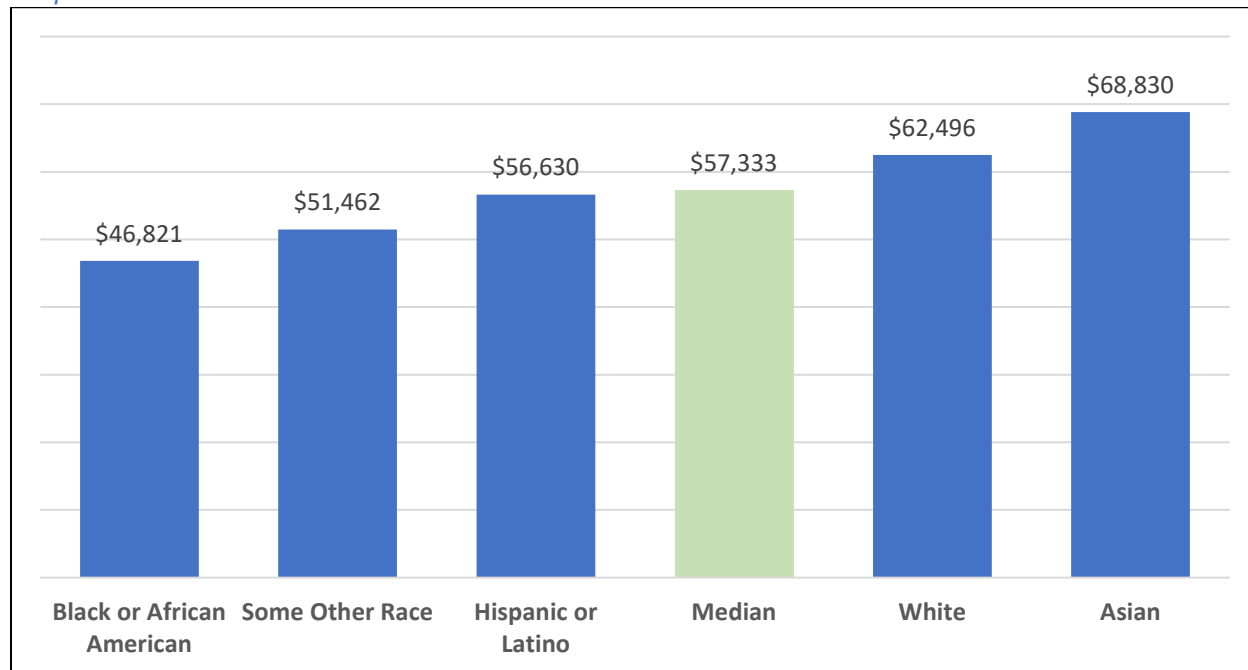


Source: 2014-2018 ACS via PolicyMap

Income and Race

In Broward County, race or ethnicity is correlated with income. Two groups report an MHI greater than the countywide rate, White and Asian households. Black households have the lowest MHI, over \$10,000 less than the median and \$16,000 less than White households. When an area has a large minority population with a low MHI it is possible that area meets HUDs definition of a Racially/Ethnically Concentrated Area of Poverty (R/ECAP). These areas are a top priority to address within the Analysis of Impediments and may need to be a focus for grant fund use.

Graph: Income and Race



Data Source: 2014-2018 American Community Survey 5-Yr Estimates (S1903)

Note: Groups with a small sample size and large margin of error were removed from this visualization.

Cost Burden

According to HUD, households paying in excess of 30 percent of their monthly household income towards housing costs (renter or owner) are said to be “cost burdened”. When a household is cost burdened, they are at an increased risk of homelessness and a substandard living environment. To analyze the impact of cost burden on residents the population is separated into three housing types: homeowners with a mortgage, homeowners without a mortgage, and renters.

Renters are, by far, the most cost burdened group in the County. Over 61% of renters are cost burdened and 51% of renters pay 35% or more of their income to housing costs. Even without considering housing cost burden, renters have greater housing instability and a greater likelihood of needing assistance. A household that can purchase property within their means is able to provide a more secure housing situation and create intergenerational wealth. Assisting renters who wish to own a home is a way to help alleviate financial pressure on renters.

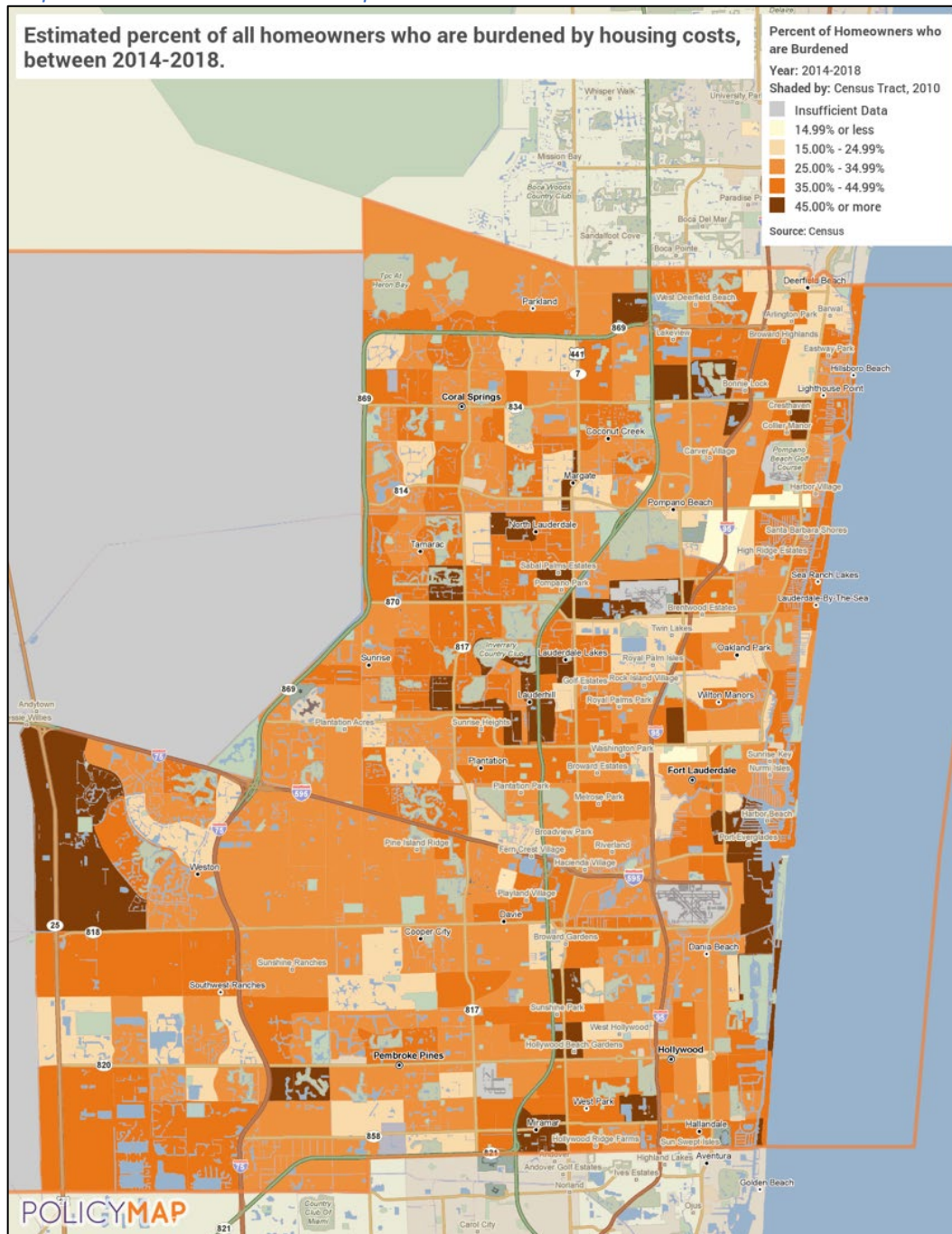
Homeowners have a significantly lower cost burden rate but there are still households within the County who lack the income necessary for economic security. Approximately 23.5% of homeowners without a mortgage and approximately 41.2% of homeowners with a mortgage are cost burdened. These 144,295 owner occupied households may need assistance. Homeowners without a mortgage have a particularly low-cost burden rate. However, they also tend to be elderly and may lack disposable income, meaning any increase in housing costs can cause significant problems.

Table: Monthly Housing Costs

	Homeowners with a Mortgage		Homeowners without a Mortgage		Renters	
	Number	Percentage	Number	Percentage	Number	Percentage
Less than 20%	84,666	32.4%	96,264	61.8%	37,419	15.2%
20.0 to 24.9%	38,889	14.9%	13,289	8.5%	29,669	12.1%
25 to 29.9%	30,011	11.5%	9,478	6.1%	27,912	11.4%
30 to 34.9%	22,486	8.6%	6,985	4.5%	24,639	10.1%
35% or more	85,178	32.6%	29,646	19.0%	125,378	51.2%
Total Cost Burdened	107,664	41.2%	36,631	23.5%	150,017	61.3%
Source: 2014-2018 ACS 5-Yr Estimates (DP04)						

Within Broward County there are several tracts with a disproportionately high cost burdened homeowner rate. In these areas over 45% of homeowners are cost burdened. The City of Lauderdale has the highest citywide rate of cost burdened owner-occupied households with 39.5%. There are also a few tracts with a low owner cost burden, less than 15%. There is no clear geographic pattern to these relatively high and low rate tracts.

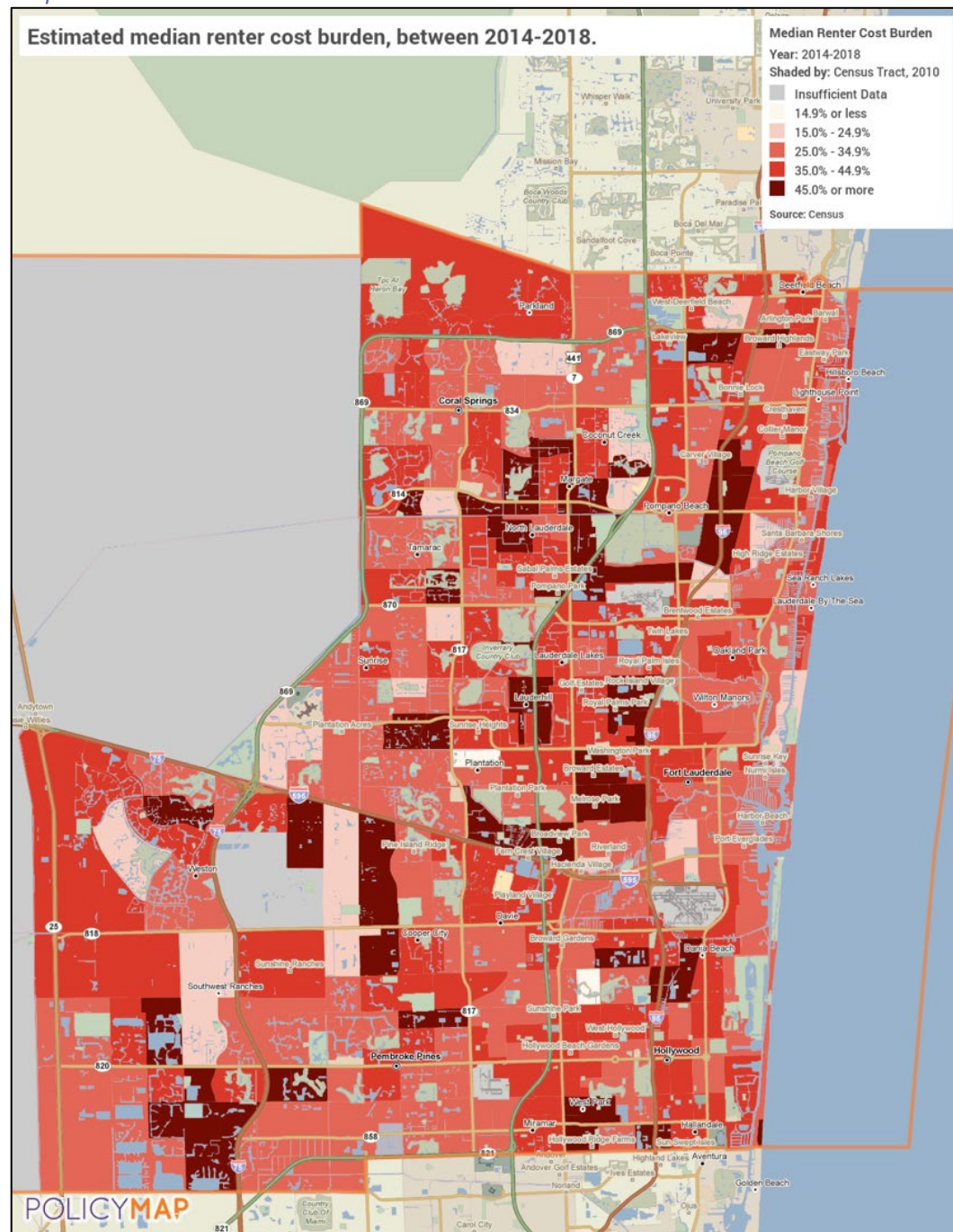
Map: Cost Burdened Owner-Occupied Households



Source: 2014-2018 ACS via PolicyMap

Cost burdened renters exhibit a pattern similar to homeowners, except tracts with a high cost burden rate are more common. The high and low-cost burden tracts are not concentrated in any particular area of the county and are found throughout it, often neighboring tracts with a significantly different rate. Similar to the homeowner cost burden rate, the highest citywide rate is found in Lauderdale with 67.3%.

Map: Cost Burdened Renter Households



Source: 2013-2017 ACS via PolicyMap

Poverty

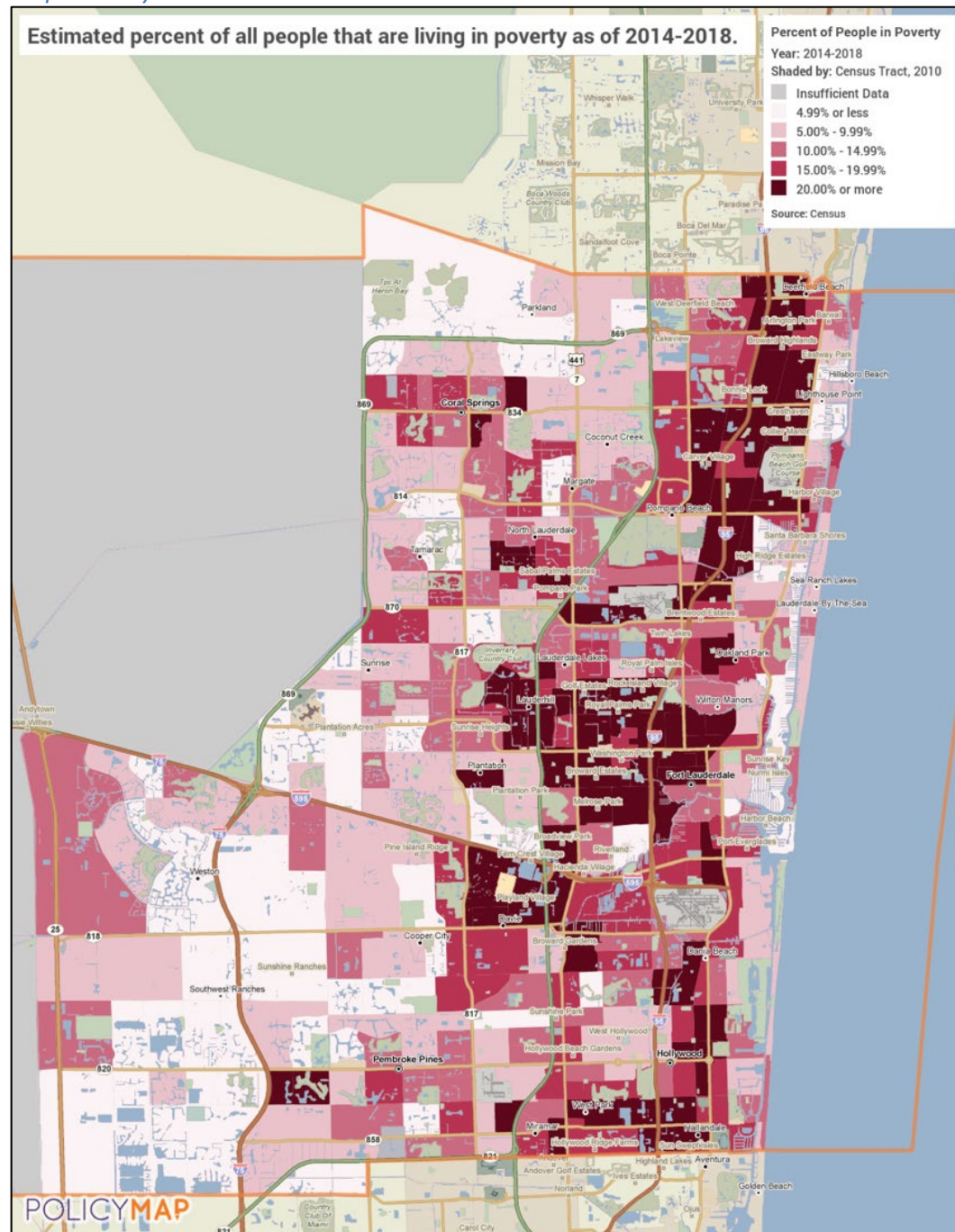
In Broward County, the poverty rate has increased from 12.3% to 13.5% between 2010 and 2018. This change is similar to the statewide rate where the poverty rate grew from 13.8% to 14.8%. The City of Pembroke Pines had the largest change in poverty rate, growing from 6.4% to 9.4%, or nearly 50% growth. Three tracts reported a decrease in poverty, Coconut Creek, Margate, and Tamarac. As noted above, Coconut Creek and Tamarac were the only two cities that had an overall increase in purchasing power during this time period.

Table: Poverty Rate

	2010	2018	Difference	Change
Broward County	12.3%	13.5%	1.20%	9.8%
Coconut Creek	8.0%	7.9%	-0.10%	-1.3%
Coral Springs	7.6%	10.1%	2.50%	32.9%
Davie	10.8%	12.9%	2.10%	19.4%
Deerfield Beach	16.4%	17.0%	0.60%	3.7%
Lauderhill	22.1%	23.6%	1.50%	6.8%
Margate	11.0%	10.4%	-0.60%	-5.5%
Miramar	8.4%	10.2%	1.80%	21.4%
Pembroke Pines	6.4%	9.4%	3.00%	46.9%
Plantation	7.3%	9.6%	2.30%	31.5%
Sunrise	10.3%	12.0%	1.70%	16.5%
Tamarac	10.4%	10.0%	-0.40%	-3.8%
Florida	13.8%	14.8%	1.00%	7.2%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP03)				
Data note: All people.				

In Broward County poverty rates vary significantly throughout the County. High poverty areas are primarily found in the center of the county slightly inland. In these areas, 20% or more of the population lives in poverty. Low poverty tracts are more common along the coast and on the western side of the county where the rate is often less than 5%.

Map: Poverty Rate

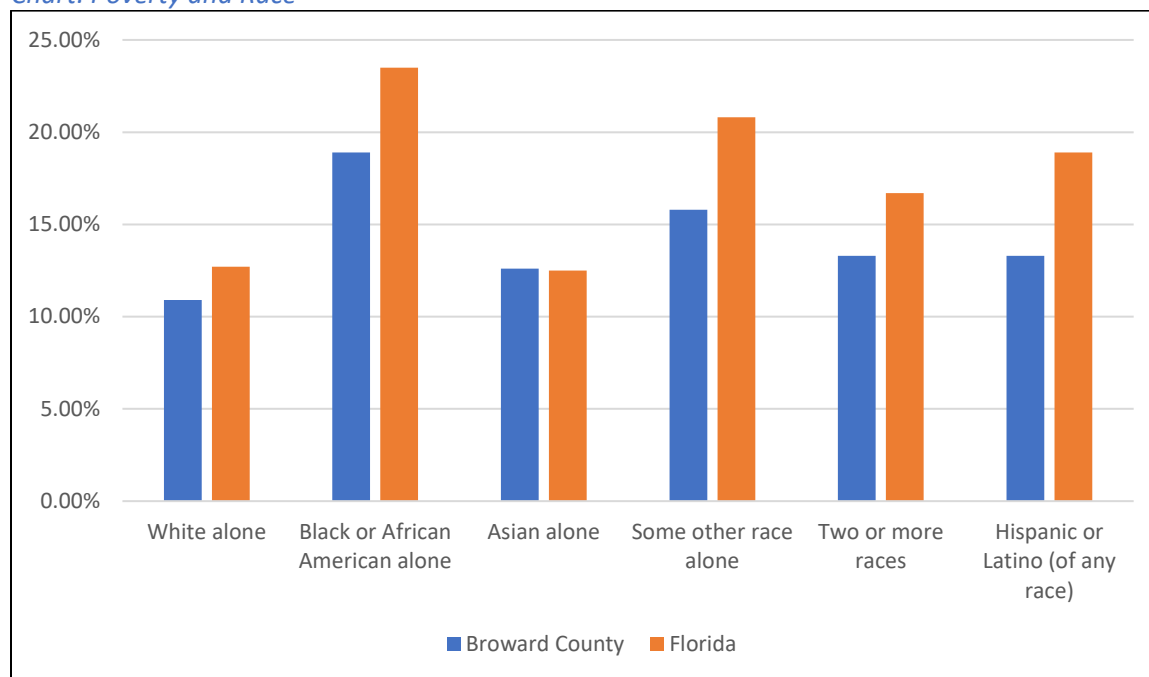


Source: 2014-2018 ACS via PolicyMap

Poverty and Race

In both the County and the State, the race or ethnicity of a household is correlated with the likelihood they live below the poverty level. Black or African American residents have the highest poverty rate in the County, as well as the State. The statewide poverty rate is higher for every racial or ethnic group than the countywide rate, except for Asian households.

Chart: Poverty and Race

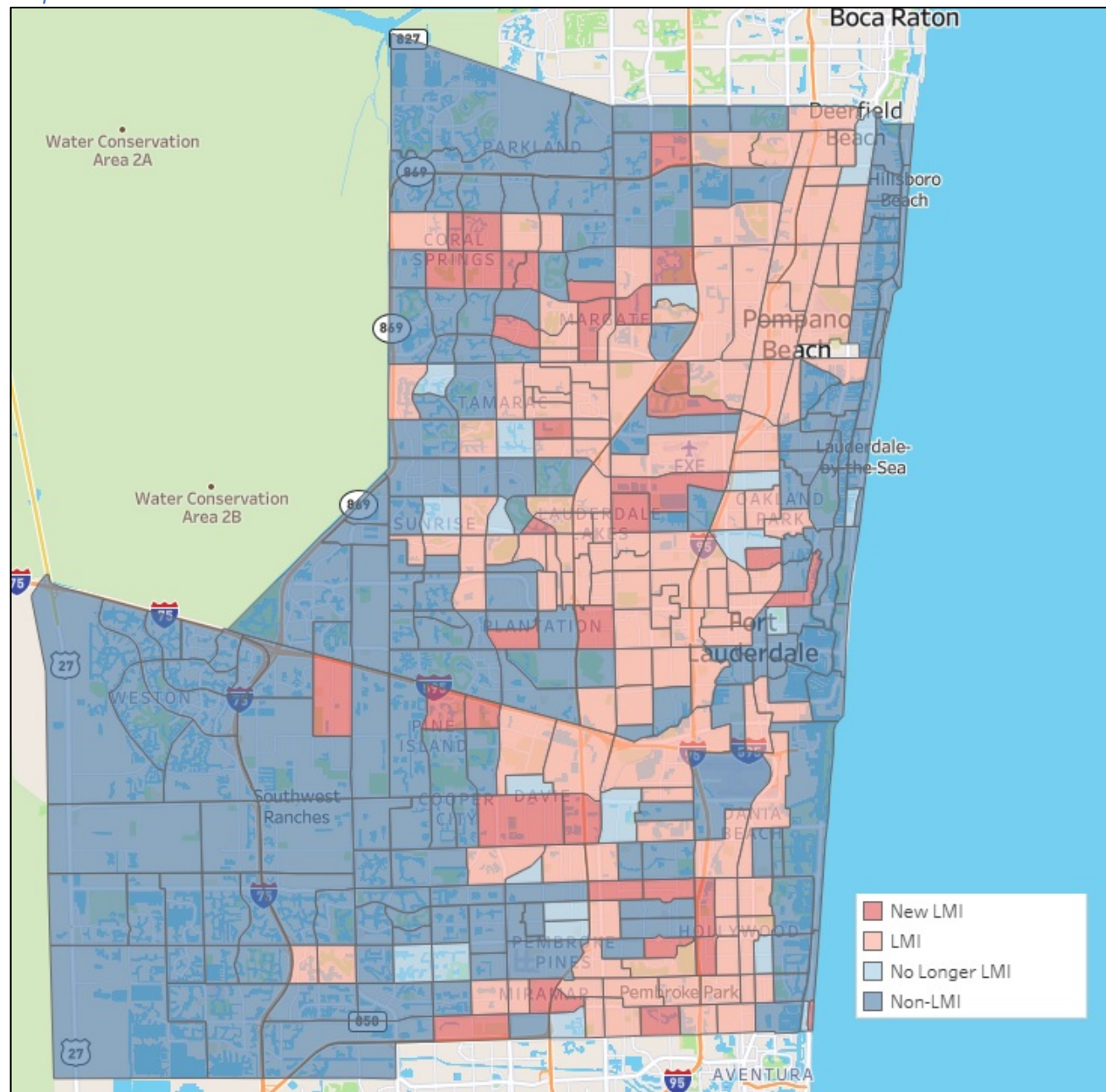


Source: 2014-2018 American Community Survey (DP03)

LMI Census Tracts

Every five years HUD publishes an update to the LMI Status of tract block groups. LMI tracts are locations where at least 51% of the residents are LMI, which allows HUD grant programs to be classified as LMA benefit. In Broward County, the majority of Census Tracts are designated LMI. Residents in these areas need additional support to attain affordable housing. In Broward County 37 new LMI tracts were identified between the 2014-2018 LMISD calculations and 2019-2023. There were also 20 tracts that are no longer LMI.

Map: LMI Census Tracts

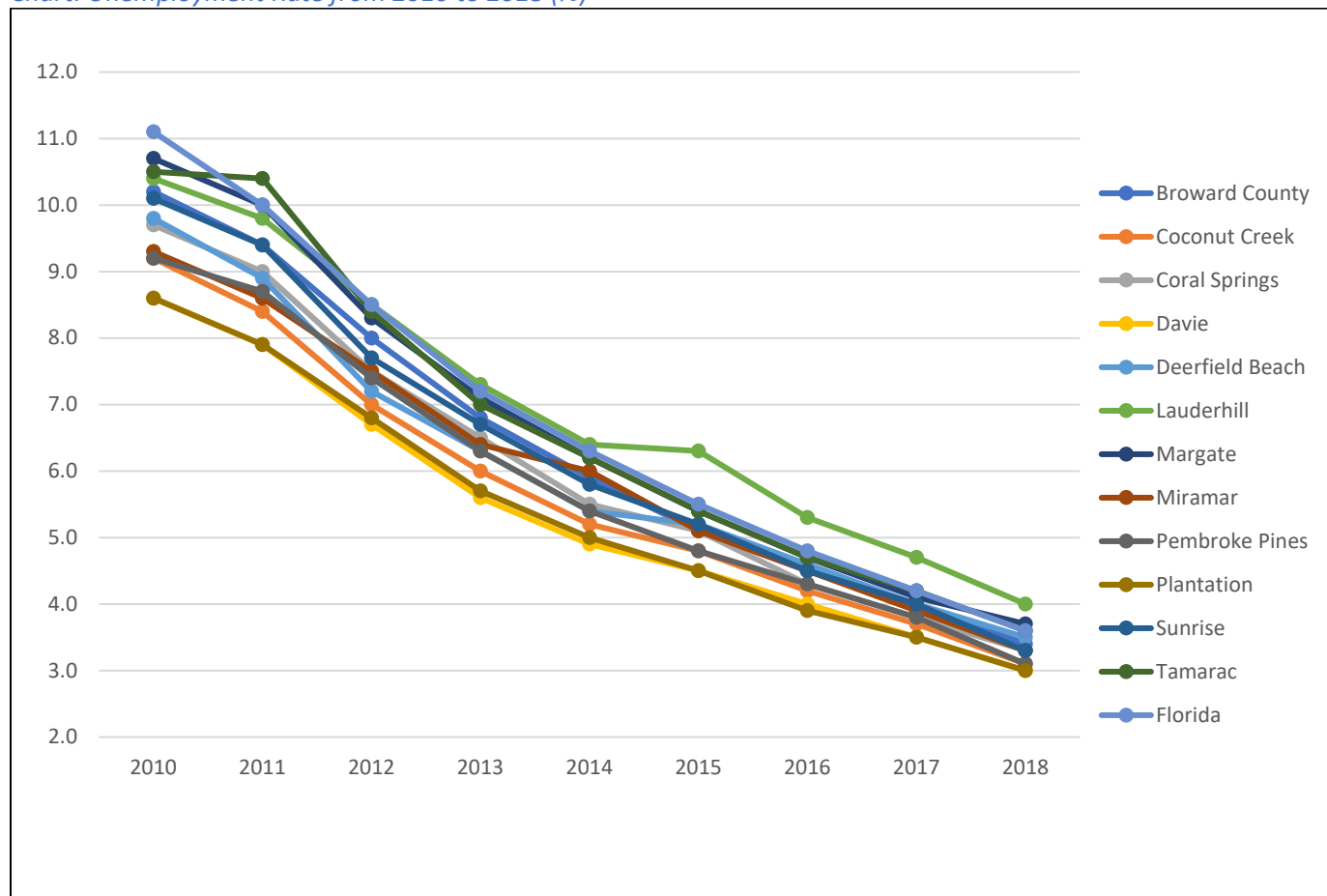


Source: HUD LMISD FY 2018 & FY 2019

Employment

The unemployment rate in each jurisdiction tracks closely with the countywide rate. The only slight outlier is Lauderhill which began having a higher unemployment rate in 2015. Rates have been consistently lower in Miramar and Davie than other jurisdictions, but only by a fraction of a percent.

Chart: Unemployment Rate from 2010 to 2018 (%)

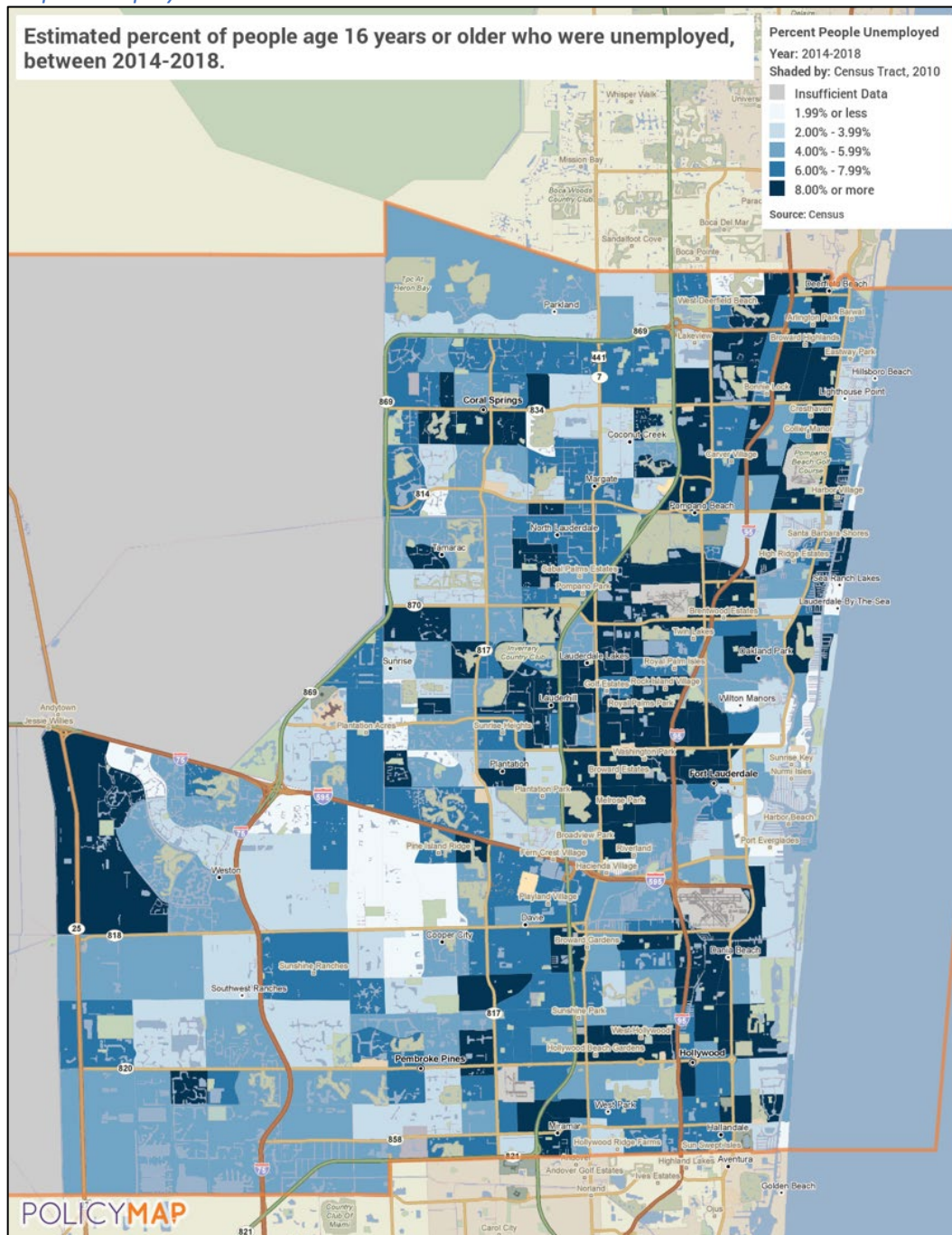


Source: BLS, Local Area Unemployment Statistics, Not seasonally adjusted

The following map displays the unemployment rate based on data from the American Community Survey. The methodology used by the US Census Bureau differs from the one used by the Bureau of Labor Statistics. The varying sources may provide different numbers; they each still show a valuable trend that can assist with decision-making. Unemployment rates from BLS are not available at the census tract level and thus can't be used to identify concentrations within the County. In Broward County, unemployment is higher in the tracts slightly inland from the coast. This is the same general area that reported higher poverty rates than along the coast or on the

west side of the tract. While some areas have relatively higher poverty rates, most report less than 8% overall.

Map: Unemployment Rate



Source: 2013-2017 ACS via PolicyMap

Transportation

In Broward County, commuting via personal vehicle is the most common form of transportation, by far. Nearly 89% of the County's population uses personal vehicles, a rate similar to the statewide rate. The largest difference in commuting patterns between the state and county is that public transportation is slightly more common in the County and working from home is slightly more common statewide.

Table: Commuting Method

	Florida	Broward County
Total Workers (16 Years and Older)	9,140,393	931,338
Car, truck, or van	88.6%	88.9%
Drove alone	79.4%	79.9%
Carpooled	9.2%	8.9%
Public transportation (excluding taxicab)	1.9%	2.6%
Walked	1.4%	1.2%
Bicycle	0.6%	0.6%
Taxicab, motorcycle, or other means	1.6%	1.6%
Worked at home	5.8%	5.0%
Source: 2014-2018 ACS 5-Yr Estimates (S0801)		

In Broward County, the commute travel times grew between 2010 and 2018 by 1.6 minutes, on average. This change occurred primarily due to the drop in the percentage of residents commuting less than 10 minutes and an increase in those commuting more than an hour. Overall, nearly 9% of residents spend 60 minutes or more commuting each day.

Table: Travel Time

	2010	2018	Difference	Change
Workers 16 Years and Older (did not work at home)	793,687	884,332	90,645	11.4%
Less than 10 minutes	9.0%	7.3%	-1.7%	-18.9%
10 to 29 minutes	47.9%	47.8%	-0.1%	-0.2%
30 to 59 minutes	36.1%	36%	-0.1%	-0.3%
60 or more minutes	7.1%	8.8%	1.7%	23.9%
Mean travel time to work (minutes)	26.8	28.4	1.6	6.0%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (S0801)				

Housing Profile

Housing Stock

Throughout Broward County, one-unit detached structures make up a plurality of all housing units. Since 2010, the housing stock in the County has remained relatively stable. There has been little fluctuation in the percentage of housing units by type.

HUD defines a single-family structure as a structure with one to four units. Using that definition, approximately 56.4% of all housing units are single-family. An important group of property types are called the “Missing Middle” and represent housing types that are neither 1-unit or large complexes with 20 or more units. These units tend to provide affordable housing options for many residents but are rare in many communities. In Broward, approximately 20% of all units are in this important group.

Table: Property Type in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
1-unit, detached structure	330,550	41.0%	338,096	41.2%
1-unit, attached structure	62,308	7.7%	68,522	8.3%
2 units	23,875	3.0%	20,624	2.5%
3 or 4 units	36,123	4.5%	36,536	4.4%
5-9 units	45,647	5.7%	45,295	5.5%
10-19 units	58,182	7.2%	63,094	7.7%
20 or more units	226,538	28.1%	225,222	27.4%
Mobile Home	23,136	2.9%	23,112	2.8%
Boat, RV, Van, Etc.	499	0.1%	587	0.1%
Total	806,858	100%	821,088	100%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

The following table compares unit sizes from 2010 and 2018. In Broward County, there has been very little change in unit size. In 2010, nearly 43% of the County's housing stock were 3 bedrooms or more. By 2018, the housing stock of large units grew only 1% to 43.9%.

Table: Unit Size

	2010		2018	
	Number	Percentage	Number	Percentage
No bedroom	12,863	1.6%	18,758	2.3%
1 bedroom	127,676	15.8%	122,067	14.9%
2 bedrooms	320,714	39.7%	320,401	39.0%
3 bedrooms	229,731	28.5%	240,192	29.3%
4 bedrooms	91,616	11.4%	95,030	11.6%
5 or more bedrooms	24,258	3.0%	24,640	3.0%
Total	806,858	100%	821,088	100%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

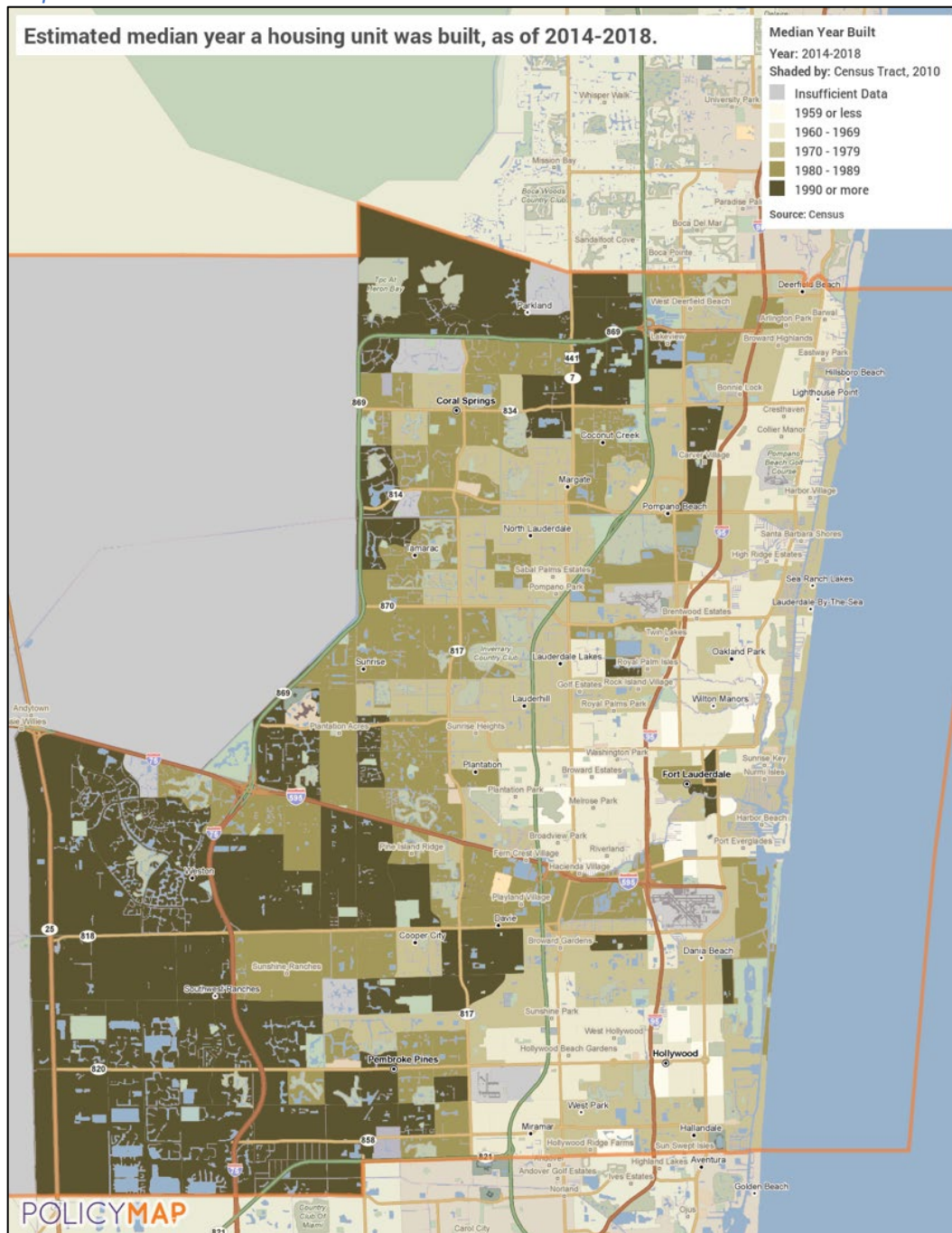
The housing stock in Broward County is relatively young but not nearly as young as the state as a whole. Approximately 13% of the housing units were built after 2000 and nearly 48% were built after 1980. Units built prior to 1980 are at risk of having lead-based paint in them and require special care during rehabilitation. In Broward County, 52.2% of the housing stock was built prior to 1980, or over 428,000 units in the County.

Table: Year Unit Built

	Florida		Broward County	
	Number	Percentage	Number	Percentage
Built 2010 or Later	412,422	4.4%	20,597	2.5%
Built 2000 to 2009	1,841,784	19.7%	87,192	10.6%
Built 1990 to 1999	1,601,928	17.1%	133,067	16.2%
Built 1980 to 1989	1,907,366	20.4%	151,729	18.5%
Built 1970 to 1979	1,671,892	17.9%	218,272	26.6%
Built 1960 to 1969	856,245	9.2%	121,051	14.7%
Built 1950 to 1959	662,846	7.1%	73,811	9.0%
Built 1940 to 1949	192,250	2.1%	9,284	1.1%
Built 1939 or earlier	201,956	2.2%	6,085	0.7%
Total	9,348,689	100%	9,348,689	100%
Source: 2014-2018 ACS 5-Yr Estimates (DP04)				

In Broward County, there is a clear trend with newer homes being found in the western part of the County. The housing stock in these newly developing areas have a median year built of 1990 or more. These tracts also tend to have a younger population. By contrast, many tracts near the coast have a median year built of earlier than 1960 and have a generally older population.

Map: Median Year Built



Source: 2014-2018 ACS 5-Yr Estimates via PolicyMap

Occupancy Characteristics

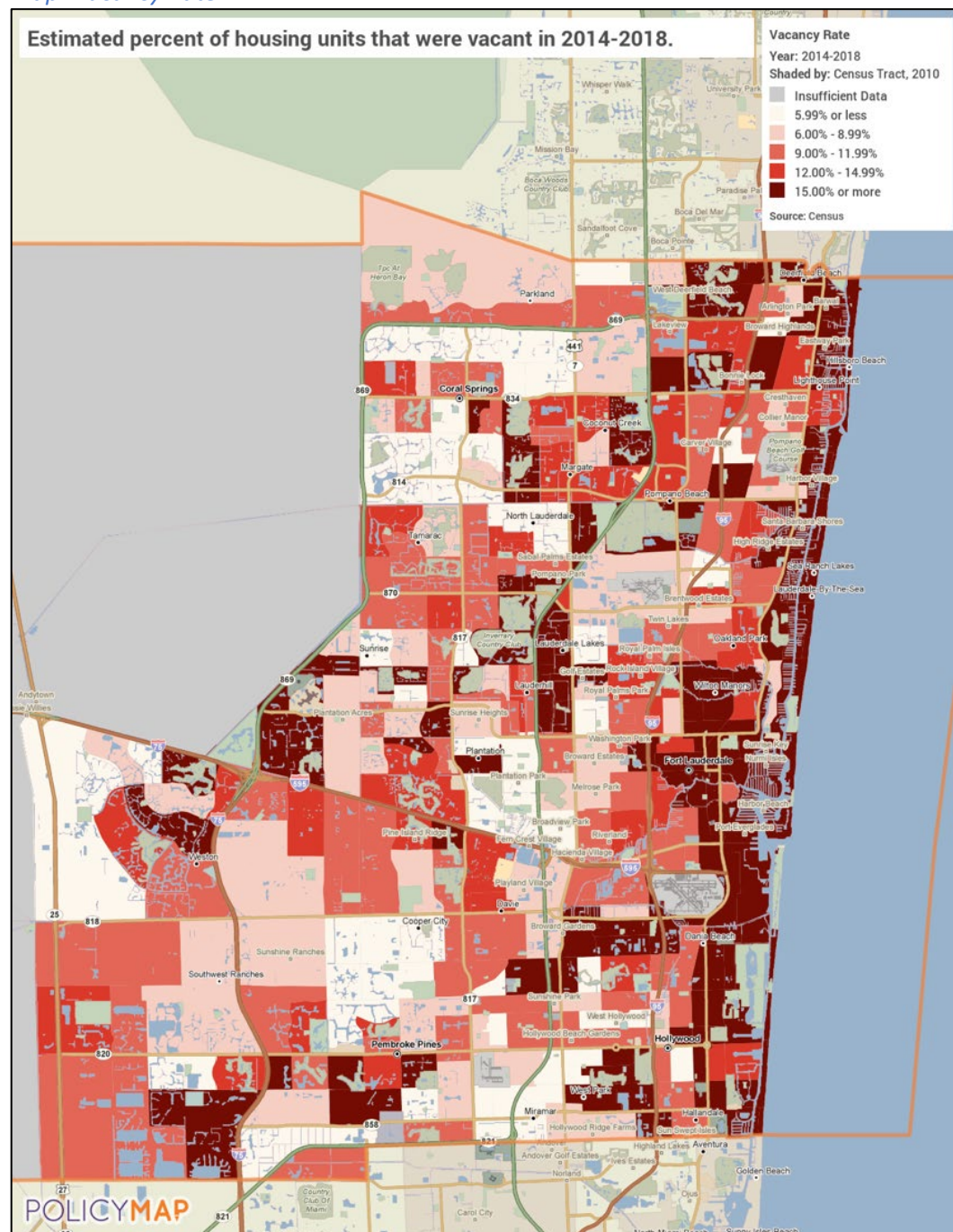
Housing occupancy has experienced some change in Broward County between 2010 and 2018. The percent of occupied units in the housing stock stayed relatively stable, but occupancy tenure changed. There are approximately 40,000 fewer homeowners in the County now than in 2010. That is a decrease of over 7%.

Table: Housing Occupancy in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Total Housing Units	806,858	--	821,088	--
Occupied Housing Units	668,898	82.9%	682,088	83.1%
<i>Owner Occupied Units</i>	<i>463,511</i>	<i>69.3%</i>	<i>423,316</i>	<i>62.1%</i>
<i>Renter Occupied Units</i>	<i>205,387</i>	<i>30.7%</i>	<i>258,772</i>	<i>37.9%</i>
Vacant Units	137,960	17.1%	139,000	16.9%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

Throughout Broward County the vacancy rate varies considerably. In general, coastal tracts have a higher vacancy rate than other areas with over 15%. Lower vacancy rate tracts are most common further inland where the rate is less than 6%. It should be noted that a property that is only used as a vacation or seasonal home is considered “vacant”. Deerfield Beach has the highest citywide vacancy rate with 23.4%.

Map: Vacancy Rate



Source: 2014-2018 ACS 5-Yr Estimates via PolicyMap

Housing Production

In Broward County, the number of residential construction permits issued in the county varied from year to year but generally trended upwards. The three years with the highest price per unit were 2010, 2016, and 2018. Two of these years, 2016 and 2018, also had some of the highest production of 1-unit structures. From 2010 to 2018, the average price per unit of 1-unit structures increased by 42.5% while the average price per unit of 5+ units structures increased by only 13%.

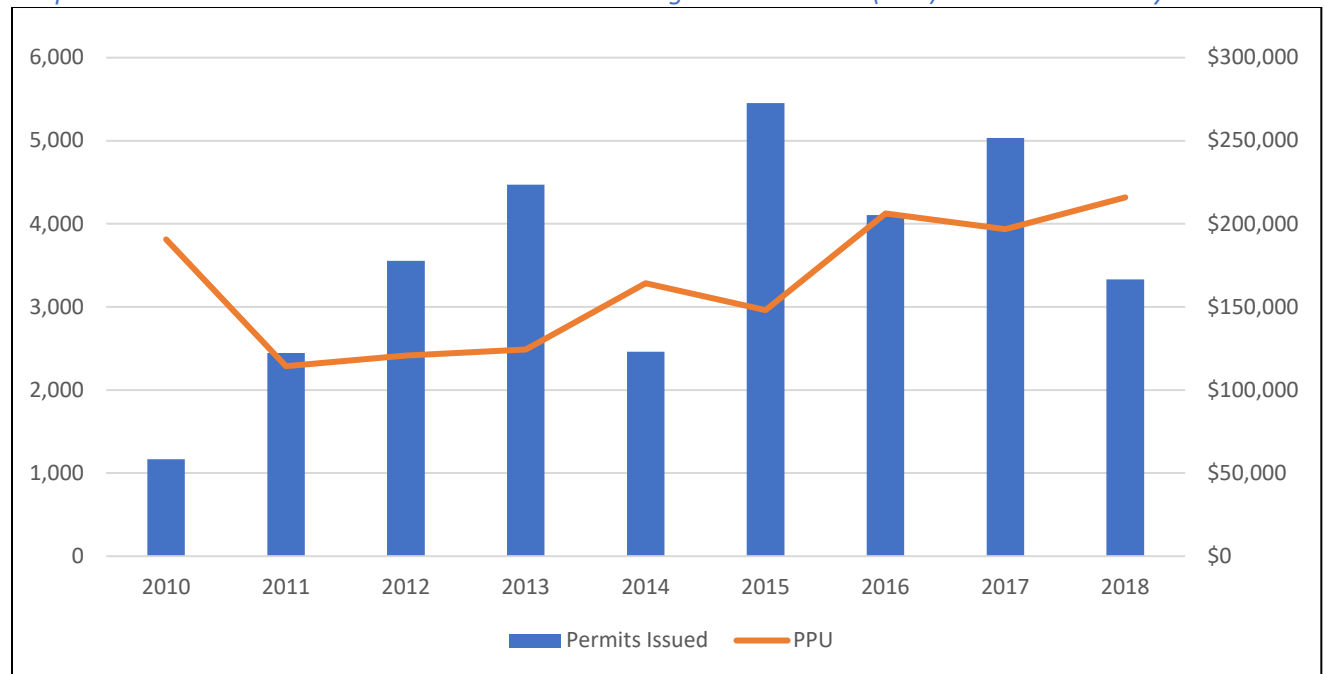
Table: Construction Permits Issued in Broward County

	1-Unit		2-Units		3-4 Units		5+ Units		Total	
	#	PPU	#	PPU	#	PPU	#	PPU	#	PPU
2010	979	\$200,313	2	\$107,944	12	\$217,028	175	\$135,214	1,168	\$190,573
2011	1,446	\$148,602	8	\$116,614	6	\$268,183	984	\$63,085	2,444	\$114,360
2012	1,023	\$228,566	2	\$150,000	28	\$199,492	2,503	\$75,655	3,556	\$120,662
2013	1,434	\$237,673	6	\$74,719	48	\$140,858	2,982	\$69,636	4,470	\$124,315
2014	1,181	\$286,962	22	\$114,310	4	\$193,640	1,255	\$49,489	2,462	\$164,216
2015	1,494	\$255,821	6	\$110,014	46	\$127,200	3,906	\$107,231	5,452	\$148,120
2016	1,535	\$293,071	18	\$134,899	56	\$128,275	2,496	\$155,147	4,105	\$206,266
2017	1,748	\$296,281	28	\$195,006	50	\$220,989	3,208	\$142,348	5,034	\$196,874
2018	1,580	\$285,521	24	\$226,568	54	\$202,847	1,674	\$150,478	3,332	\$215,911

Source: US Census Bureau, Building Permits Survey

PPU = Price Per Unit

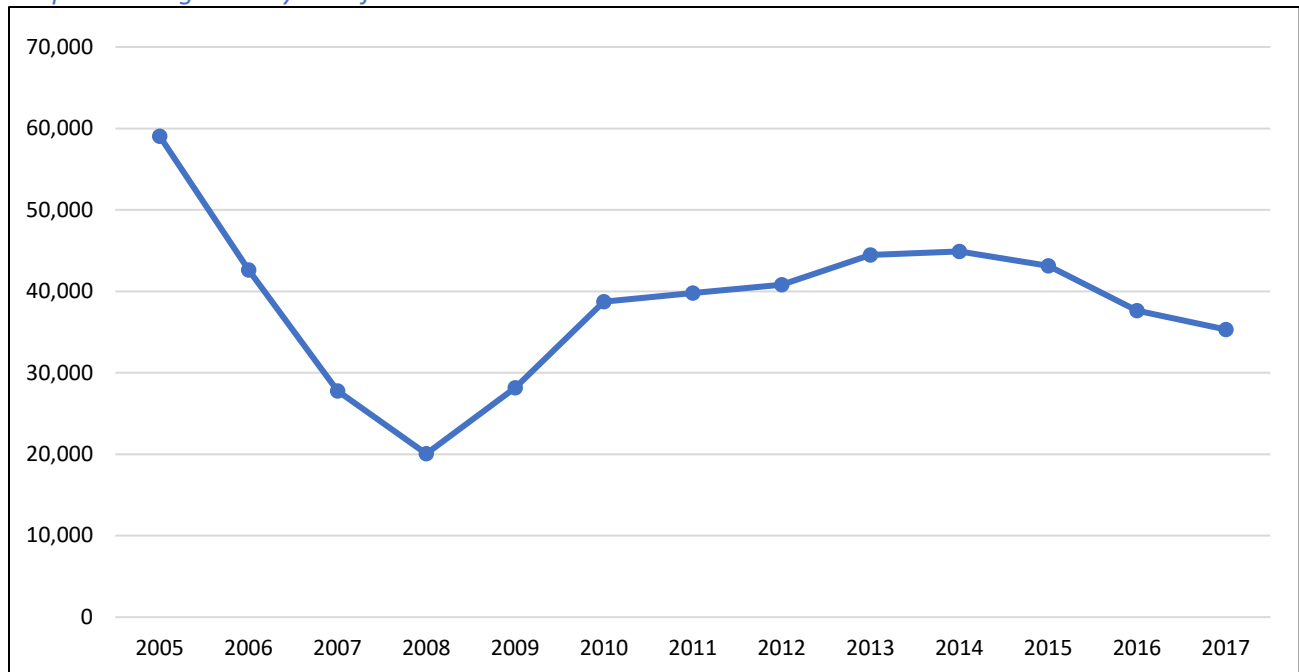
Graph: Residential Construction Permits Issued & Average Price Per Unit (PPU) in Broward County



Source: US Census Bureau, Building Permits Survey

In Broward County, housing sales dropped significantly from 2005 to 2008. This housing market crash was felt throughout the country. Beginning in 2009 the market started expanding again until 2014. Since then, sales have declined.

Graph: Housing Sales by Year from 2005-2017



Source: PolicyMap & Zillow

Costs

The following section examines data on housing costs for owners and renters across the County between 2010 and 2018. The median home value of owner-occupied units decreased by nearly 2% while the median rent increased by almost 15%. This presents a situation where homeowners have less capital now than they did in the past and renters are paying more than before.

Table: Housing Costs in 2010 and 2018

	2010	2018	% Change
Median Home Value	\$247,500	\$243,100	-1.8%
Median Gross Rent	\$1,133	\$1,332	14.9%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)			

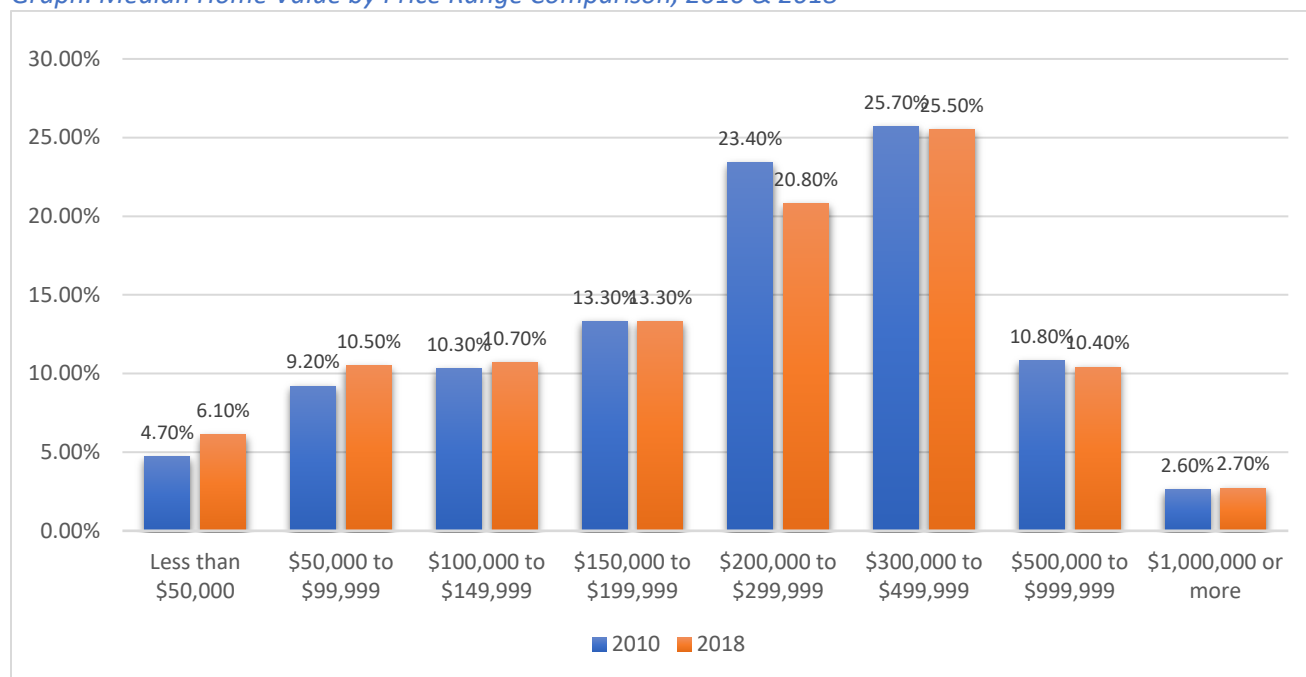
In 2018, the median home value was less in Broward than it was in 2010. As noted above, the housing market has been contracting in the County since 2014. Between 2010 and 2018 the distribution of homes based on price available remained fairly steady. There were some slight changes with fewer homes in the \$200,000 to \$299,999 range and more units for less than \$100,000.

Table: Median Home Value for Owner Occupied Units

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$50,000	21,978	4.7%	25,709	6.1%
\$50,000 to \$99,999	42,874	9.2%	44,366	10.5%
\$100,000 to \$149,999	47,551	10.3%	45,250	10.7%
\$150,000 to \$199,999	61,536	13.3%	56,227	13.3%
\$200,000 to \$299,999	108,433	23.4%	88,167	20.8%
\$300,000 to \$499,999	119,264	25.7%	108,074	25.5%
\$500,000 to \$999,999	50,017	10.8%	44,215	10.4%
\$1,000,000 or more	11,858	2.6%	11,308	2.7%
Total Units/Median Value	463,511	\$247,500	423,316	\$234,100
Data Source: 2006-2010 & 2014-2018 American Community Survey 5-Year Estimates (DP04)				

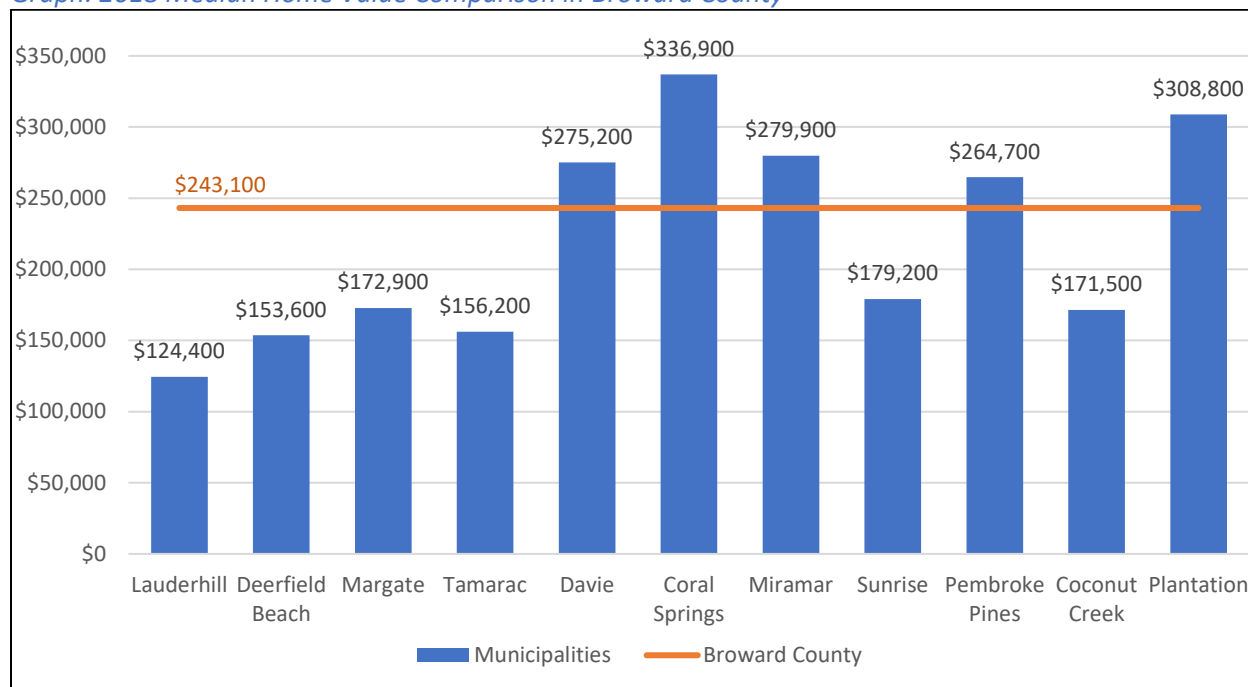
The following graph visualizes the data presented above. As noted previously, there have been only limited changes in the median home values or distribution since 2010.

Graph: Median Home Value by Price Range Comparison, 2010 & 2018



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

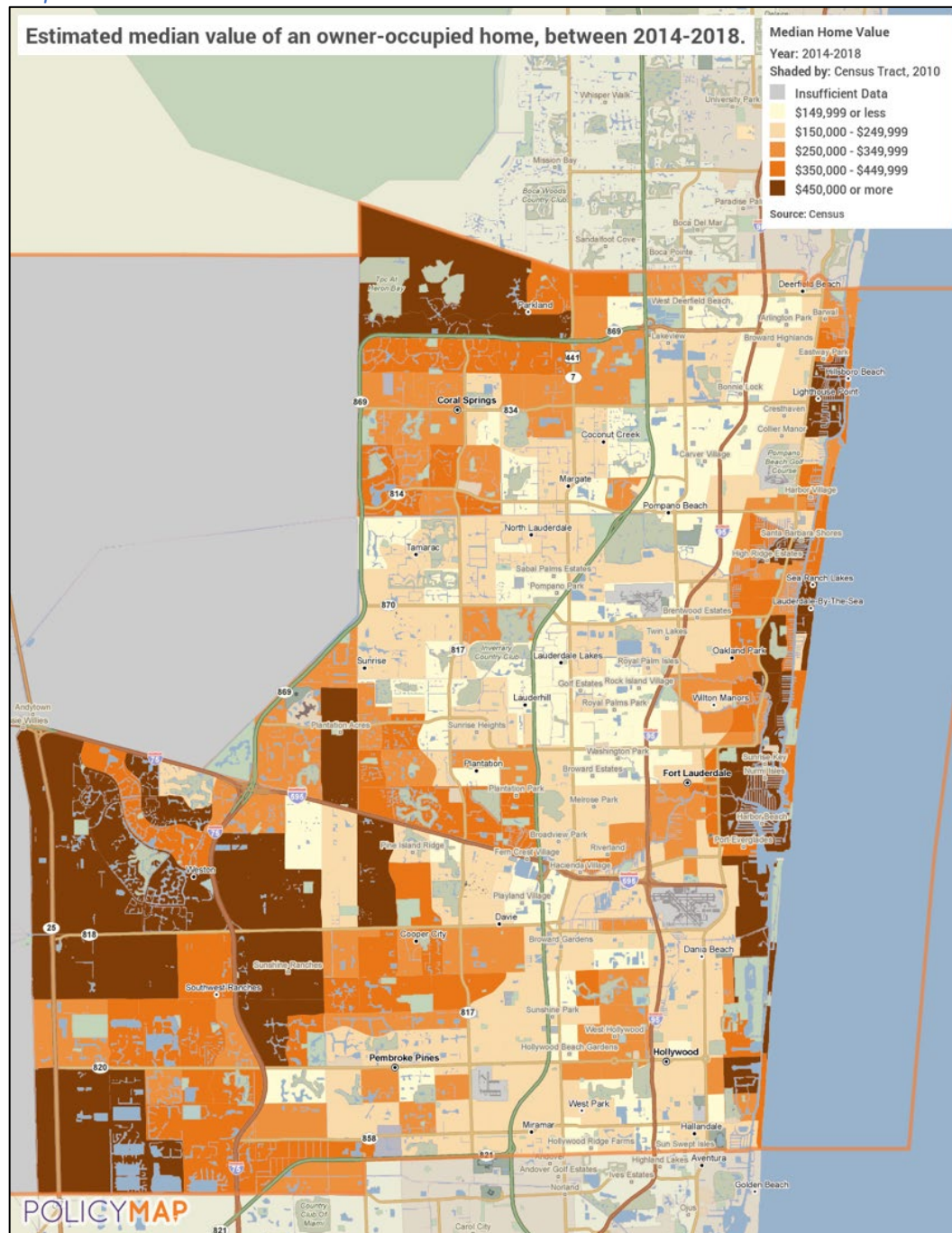
Graph: 2018 Median Home Value Comparison in Broward County



Source: 2014-2018 ACS 5-Yr Estimates (DP04)

Home values are much higher in the western and coastal parts of the County. In the high value areas, the median value is over \$450,000. The highest citywide median home value is found in Coral Springs where the median home value is \$336,900. This is a stark contrast to the median home value in census tracts of the County's central corridor that are one-third that or less. As seen previously in this analysis, the parts of the County that report lower home values also have higher than average poverty rates and larger population of Black or African American residents.

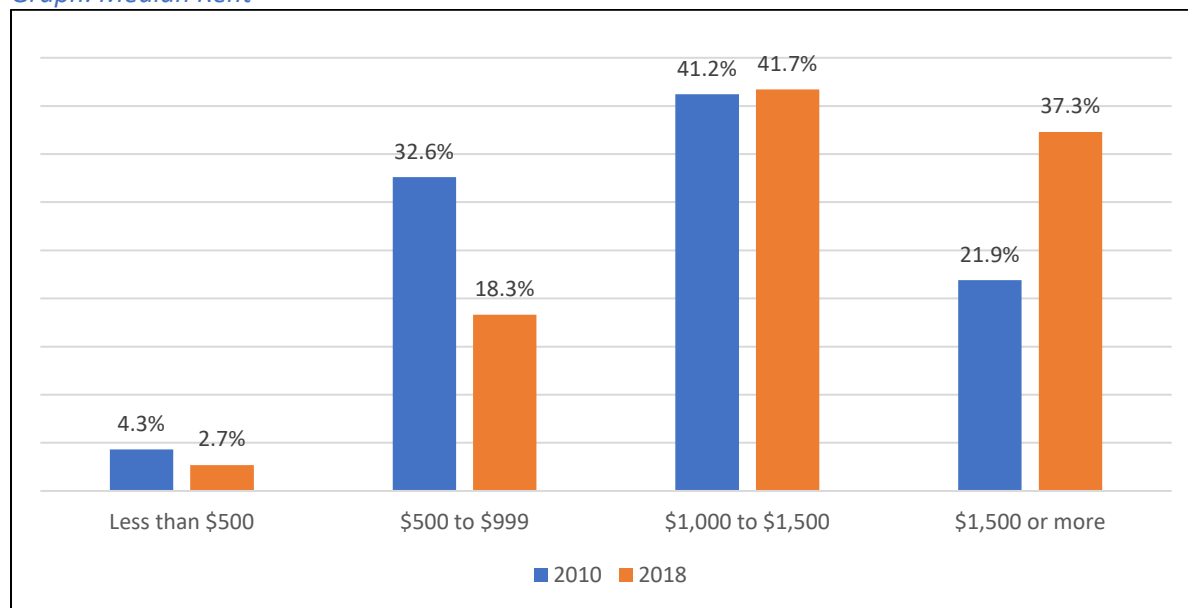
Map: Median Home Value



Source: 2014-2018 ACS 5-Yr Estimates via PolicyMap

As mentioned previously, rents have increased throughout Broward County even as home values have decreased. Renters are more likely to be cost burdened and have housing instability. The number of rental units available for less than \$1,000 decreased substantially between 2010 and 2018. In 2010, approximately 37% of all rental units in the County were less than \$1,000 per month, a figure that dropped to 21% in 2018. This reduction in the availability of rental units in this affordability bracket can create a severe impediment to housing choice for low-income residents.

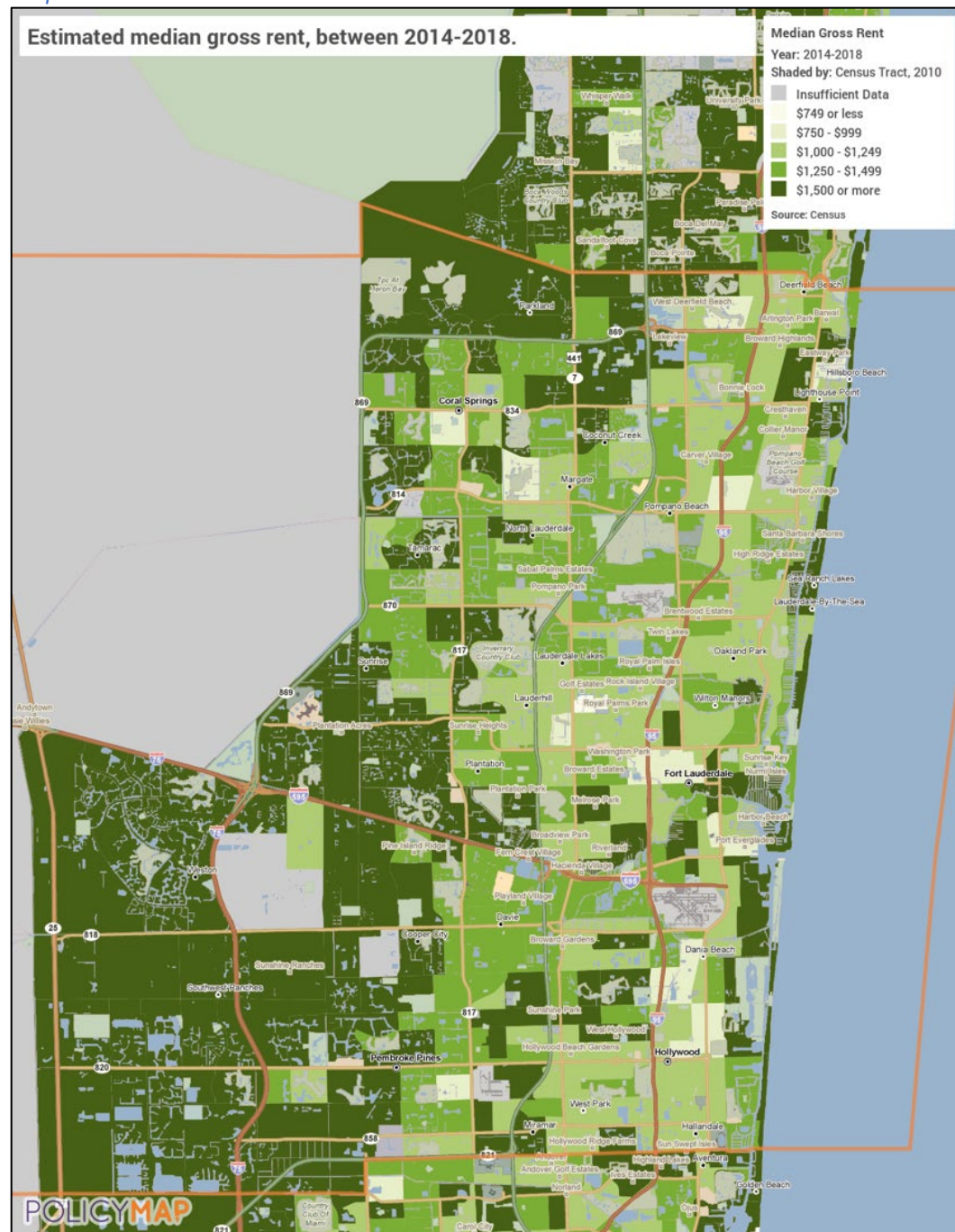
Graph: Median Rent



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Median rent in Broward County shows a geographic pattern that is similar to median home values. The western and coastal parts of the county have much higher rents than elsewhere, over \$1,500. Central tracts are lower, generally under \$1,250.

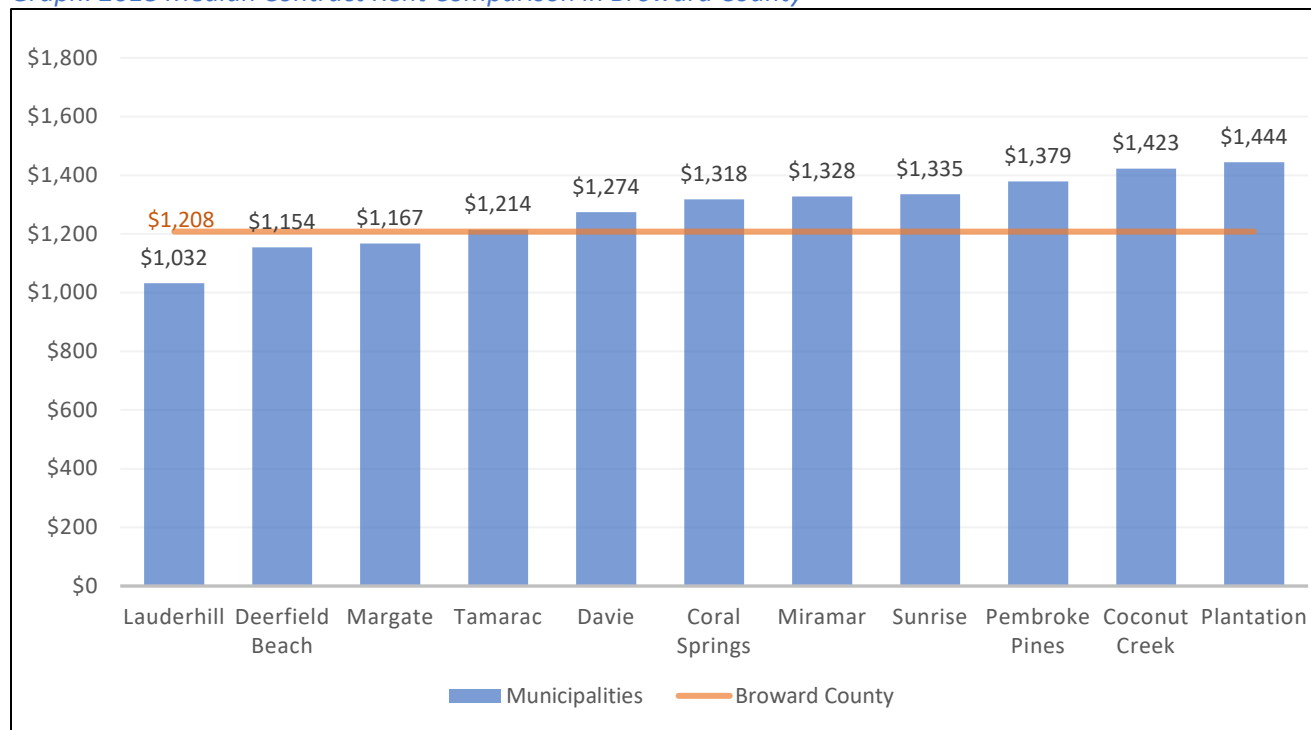
Map: Median Rent



Source: 2014-2018 ACS 5-Yr Estimates via PolicyMap

The range between median rents among municipalities is approximately \$400 with Lauderdale with the lowest and Plantation with the highest. Overall, this is not a very large range among municipalities. Each jurisdiction is within 13-20% of the County median.

Graph: 2018 Median Contract Rent Comparison in Broward County



Source: 2014-2018 ACS 5-Yr Estimates (DP04)

Public Sector Analysis

Overview

The U.S. Department of Housing and Urban Development (HUD) recommends that the Analysis of Impediments to Fair Housing Choice investigate multiple housing factors in the public sector. Community features, including public services and facilities, and the location of public and assisted housing are aspects of desirable neighborhoods, the demand for which is heightened.

Zoning and Land-Use

The Fair Housing Acts, as amended, make it unlawful for municipalities to use their governmental powers, including zoning and land-use authority, to discriminate against racial minorities or persons with disabilities. Zoning ordinances codify uses and make differentiations within each use classifications. While many zoning advocates assert that the primary purpose of zoning and land-use regulation is to promote and preserve the character of communities, inclusionary zoning can also promote equality and socioeconomic diversity. Land use zoning is one of the most powerful tools planners have to effectuate change and foster socioeconomic and land use diversity. But the reverse is also true: zoning and land-use planning measures may also have the effect of excluding lower-income and racial minority groups. Local elected officials and government staff directly influence whether a community develops and commits to housing goals and objectives.

Zoning ordinances aimed at controlling the placement of group homes are one of the most litigated areas of fair housing regulations. Nationally, advocates for the disabled, homeless and those with special needs have filed complaints against restrictive zoning codes that narrowly define "family" for the purpose of limiting the number of non-related individuals occupying a single-family dwelling unit. For many people who are disabled, the group home arrangement/environment provides the only affordable housing option for residential stability and more independent living. By limiting the definition of "family" and creating burdensome occupancy standards, disabled persons may suffer discriminatory exclusion from prime residential neighborhoods.

Multi-Family Housing Units

Public or assisted housing can exist in several forms, including low-income housing projects, housing voucher programs, and supportive housing. The objective of public and other forms of assisted housing is to provide housing that is suitable for persons with special needs or families of low- to moderate-income levels and to promote access to jobs, transportation and related community resources. Uneven distribution of public and assisted housing can be the result of an impediment such as land use policies that discourage multi-family or low-income housing in some areas, thus leading to segregation of low-income and other populations.

Low-Income Housing Tax Credit Program

The Low-Income Housing Tax Credit (LIHTC) Program is designed to promote investment in affordable rental housing by providing tax credits to developers of qualified projects. To qualify for the tax credits, housing projects must be residential rental properties in which a proportion of available units are rent-restricted and reserved for low-income families. The exact proportions of units that need to be reserved for low-income families for a project to qualify for LIHTC credits varies according to which threshold the property owner elects to implement: at least 20 percent of housing units must be occupied by families with incomes equal to or less than the area median income (as determined by HUD) according to the 20-50 rule, while at least 40 percent of units must be reserved for families earning less than 60 percent of the area median income if the property owner elects to follow the 40-60 rule. Area median incomes are adjusted for household size. Property owners are required to maintain rent and income restrictions for at least 30 years, pursuant to the HUD-mandated minimum affordability period, though in some areas they are required to operate under these restrictions for longer time periods.

Section 8

Housing assistance is also available to low-income families through the Section 8 Program. Rent subsidies that are available through Section 8 include Housing Choice Vouchers and Project Based Section 8 housing. Unlike Project-Based Section 8 assistance, which subsidizes specific properties, vouchers are portable: recipients can choose where to live as long as the landlord accepts the vouchers and the unit meets a certain set of HUD-defined criteria, including maximum income limits and the “reasonableness” of the monthly rent charges as compared to units in the private market. The program covers monthly rental costs minus the tenant’s contribution, which is not to exceed 30 percent of his or her monthly adjusted income, or 10 percent of monthly unadjusted gross income.

Promoting Fair Housing and Fair Lending

U.S. Department of Housing and Urban Development

In 1965, the Department of Housing and Urban Development (HUD) became a Cabinet-level agency. The Civil Rights Act of 1968 made most types of housing discrimination illegal and gave HUD “enforcement responsibility” when dealing with fair housing practices. The official website for HUD states that the department’s primary purpose is to “promote non-discrimination and ensure fair and equal housing opportunities for all.” HUD’s main responsibilities involve “implementing and enforcing a wide array of civil rights laws, not only for members of the public in search of fair housing, but for HUD funded grant recipients as well,” and are enforced by a group of laws known as the Civil Rights Related Program Requirements, or CRRPRs.

HUD-funded grant recipients are obligated by law not to discriminate “in housing or services directly or indirectly on the basis of race, color, religion, sex, national origin, age, familial status, or disability.” According to the Fair Housing Act (FHA), the secretary of HUD “shall administer

programs and activities relating to housing and urban development in a manner that affirmatively furthers the policies outlined” within sections of the Act. Some examples of these programs and activities include but are not limited to offering counseling programs, establishing fair housing enforcement organizations in areas of need, working with housing providers, and encouraging banks and lenders to use more non-traditional credit evaluation methods.

The amended Housing and Community Development Act of 1974 is the primary law for the Community Development Block Grant (CDBG) Program. Under this act, every grant recipient is responsible for assuring HUD that the grant will be carried out in a manner that affirmatively furthers fair housing. CDBG recipients are required to:

1. Examine and attempt to alleviate housing discrimination within their jurisdiction
2. Promote fair housing choice for all persons
3. Provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, or national origin
4. Promote housing that is accessible to and usable by persons with disabilities
5. Comply with the non-discrimination requirements of the Fair Housing Act

HUD’s Super Notice of Funding Availability (SuperNOFA) provides funds to ensure that HUD and grantees work toward furthering fair housing and decreasing housing discrimination.

HUD and Fair Lending

Fair lending plays a major role in fair housing. The FHA states that it is unlawful to discriminate in the following ways based on race, color, national origin, religion, sex, familial status or disability:

- Refuse to make a mortgage loan
- Refuse to provide information regarding loans
- Impose different terms of conditions on a loan, such as different interest rates, points, or fees
- Discriminate in appraising properties
- Refuse a loan or set different terms of conditions for purchasing a loan

HUD investigates claims of lending discrimination at no charge. “HUD has conducted a number of studies to determine whether minority homebuyers receive the same treatment and information as whites during the mortgage lending process.” HUD also addresses issues such as subprime lending, predatory lending and minority homeownership.

(Source: <http://portal.hud.gov/hudportal/HUD>)

Community Development Block Grant (CDBG)

Entitlement Grants are awarded to urban communities on a formula basis to support affordable housing and community development activities. The Community Development Block Grant (CDBG) program is used to plan and implement projects that foster revitalization of eligible communities. The primary goal of the program is the development of viable communities. Program objectives include the provision of decent housing, a suitable living environment, and expanded opportunities principally for low- to moderate-income individuals and families. Broward County provides funding county wide through CDBG to Urban County Participating cities and unincorporated areas of central Broward County. The geographic areas served under CDBG are the Urban County Participating cities of Cooper City, North Lauderdale, Lauderdale Lakes, Lauderdale by-the-Sea, Oakland Park, Wilton Manors, Parkland, Lighthouse Point, Dania Beach, Hallandale Beach, Pembroke Park and West Park. The unincorporated areas of central Broward County are also served. They include neighborhoods such as Boulevard Gardens, Washington Park, Franklin Park, and Roosevelt Gardens. The County receives CDBG allocation directly from HUD. Activities include:

- Acquisition/rehabilitation
- Homebuyer assistance
- Homeless assistance
- Economic development
- Public improvements
- Public services

HOME Investment Partnership Program

The HOME Investment Partnerships Program (HOME) is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended. Program regulations are at 24 CFR Part 92. HOME “provides formula grants to states and localities that communities use – often in partnership with local nonprofit groups – to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or provide direct rental assistance to low-income people.” Broward County provides HOME funding to entitlement cities participating in the HOME Consortium. Funds are allocated primarily to urban county participating cities. Actual allocation amounts are generated by their population, socio-economic and demographic data qualifiers. The HOME Program operates under a consortium which includes eleven entitlement jurisdictions; Coconut Creek, Coral Springs, Deerfield Beach, Margate, Tamarac, Sunrise, Plantation, Lauderhill, Davie, Pembroke Pines and Miramar.

Emergency Solutions Grant (ESG)

The Emergency Solutions Grant (ESG) is a Federal grant that was established by the Homeless

Housing Act of 1986, in response to the growing issue of homelessness among men, women & children in the United States. In 1987, the ESG program was incorporated into subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378). The ESG program is administered by Broward County's Housing Finance & Community Redevelopment Division.

The objectives of the Emergency Solutions Grant program are:

- Increase the number and quality of emergency shelter and transitional housing facilities for homeless individuals and families
- Operate these facilities
- Provide essential social services
- Help prevent homelessness

The four main ESG Program Eligible Activities are:

- Homeless Prevention
- Essential Services
- Operational and Maintenance
- Renovation, Rehabilitation, and Conversion

Evaluation of Public Sector Policies

Broward County and many of its cities have implemented several important public policies that strive to address the housing needs of County residents. Some important policies that have made positive impacts on the housing market include:

1. Expanded School Board Educational Impact Fee Waiver

The Broward County School Board's Growth Management Policy modified the parameters of the District's school impact fee waiver for low and very low-income affordable housing units eligible for a full waiver up to \$50,000 per project.

2. Support of Bonus Density for Affordable Housing

The County offers a bonus density program for affordable units through the Broward County Land Use Plan. The program enables bonus units to be granted for parcels with commercial future land use map designations and in other areas identified in the land development regulations. Several cities identified later in this analysis have also adopted this important practice.

3. Established Affordable Housing Trust Fund

Broward County voters recognized the need for increase funding for affordable housing by endorsing the establishment of a local trust fund earmarked for alleviating the shortage of

affordable units and addressing homelessness. Since voter approval, the Broward County Commission has provided \$15 million in annual funding.

4. Coordinated Efforts to Address Homelessness

Broward County has demonstrated a commitment to end homelessness. There are over 15 agencies throughout the County that serve homeless and special needs populations. Outreach, education, point-in-time counts, funding drives, treatment, referral services and other related activities are on-going throughout Broward County. In addition, the County allocates millions of dollars annually from its General Fund for services and interventions that fund operations and programs to address the needs of homeless persons. Nevertheless, there are more homeless people in Broward County than there are shelters and facilities to assist.

5. Provide Faster Delivery of Services and Benefits

The County funds a one-stop mainstream State benefits service via 211. As a result, Continuum of Care Program participants are more efficiently screened and receive benefits an average of 60% faster than the past.

6. Enacted Landlord Registration and Rental Property Inspection Program

The County requires all owners of residential rental homes, buildings, and units, with intentions to lease, sublease, or rent to apply for and obtain an annual Residential Rental Certificate of Use. This registration provides code enforcement personnel the ability to contact landlords to facilitate health and safety violations, minimum housing code complaints or emergency situations at residential rental units. The program also requires properties to pass an annual exterior property maintenance and community standards inspection.

7. Created Broward Housing Council

The County has been proactive in seeking regional collaboration to address affordable housing issues. In 2018, the County established the Broward Housing Council to serve in an advisory capacity to the County Commission and to facilitate coordination between the County, municipalities, the business community and not-for-profit groups to address housing issues including affordable housing, workforce housing and homelessness.

8. Implemented State of Florida Save Our Homes Policy

This State constitutional benefit limits the annual assessment increase on Homestead properties to no more than 3% or the percentage change in the Consumer Price Index, whichever is less. This measure has resulted in the median home value in Broward County increasing less than half of the increase in the national median home value since 2012.

Table - Impact of Save Our Homes Policy on Median House Value Since 2012

Year	State of Florida CPI	Broward County Median Home Value	U.S. Median Single- Family Home Value
2012	3.0%	\$181,400	\$181,600
2018	2.1%	\$204,900	\$259,900
2012 – 2018 Percent Change	11.9%	12.9%	43.1%

Source: Florida Department of Revenue; U.S. Census American Community Survey 2012, 2018.

10. Encourage Affordable Housing in Commercial Sites

In 2019, the County amended the land use policy to encourage affordable housing construction on commercial sites near major roads. The recent policy addition requires that developments include a residential component with affordable housing if the project is located in certain high traffic areas. The change allows developers to build up to 19 market rate units for each affordable unit reserved for tenants with a very low income. The policy also incentivizes municipalities to conform to the County's land use code in return for the municipality receiving an increase in revenue from the County's transportation sales tax.

Private Sector Analysis

Lending Practices

Countywide lending practices were analyzed using data gathered from lending institutions in compliance with the Home Mortgage Disclosure Act (HMDA). The HMDA was enacted by Congress in 1975 and is implemented by the Federal Reserve Board as Regulation C. The intent of the Act is to provide the public with information related to financial institution lending practices and to aid public officials in targeting public capital investments to attract additional private sector investments.

Since enactment of the HMDA in 1975, lending institutions have been required to collect and publicly disclose data regarding applicants including: location of the loan (by Census tract, County, and MSA); income, race and gender of the borrower; the number and dollar amount of each loan; property type; loan type; loan purpose; whether the property is owner-occupied; action taken for each application; and, if the application was denied, the reason(s) for denial. Property types examined include one-to-four family units, manufactured housing and multi-family developments.

HMDA data is a useful tool in accessing lending practices and trends within a jurisdiction. While many financial institutions are required to report loan activities, it is important to note that not all institutions are required to participate. Depository lending institutions – banks, credit unions, and savings associations – must file under HMDA if they hold assets exceeding the coverage threshold set annually by the Federal Reserve Board, have a home or branch office in one or more metropolitan statistical areas (MSA), or originated at least one home purchase or refinancing loan on a one-to-four family dwelling in the preceding calendar year. Such institutions must also file if they meet any one of the following three conditions: status as a federally insured or regulated institution; originator of a mortgage loan that is insured, guaranteed, or supplemented by a federal agency; or originator of a loan intended for sale to Fannie Mae or Freddie Mac. For-profit, non-depository institutions (such as mortgage companies) must file HMDA data if: their value of home purchase or refinancing loans exceeds 10 percent of their total loan originations or equals or exceeds \$25 million; they either maintain a home or branch office in one or more MSAs or in a given year execute five or more home purchase, home refinancing, or home improvement loan applications, originations, or loan purchases for properties located in MSAs; or they hold assets exceeding \$10 million or have executed more than 100 home purchase or refinancing loan originations in the preceding calendar year.

It is recommended that the analysis of HMDA data be tempered by the knowledge that no one characteristic can be considered in isolation, but must be considered in light of other factors. For instance, while it is possible to develop conclusions simply based on race data, it is more accurate when all possible factors are considered, particularly in relation to loan denials and loan pricing. According to the FFIEC, “with few exceptions, controlling for borrower-related factors reduces the differences among racial and ethnic groups.” Borrower-related factors include income, loan

amount, lender, and other relevant information included in the HMDA data.

The following analysis is provided for the Broward County, Florida summarizing 2017 HMDA data and data between 2007 and 2017 where applicable. Where specific details are included in the HMDA records, a summary is provided below for loan denials including information regarding the purpose of the loan application, race of the applicant and the primary reason for denial. For the purposes of analysis, this report will focus only on the information available and will not make assumptions regarding data that is not available or was not provided as part of the mortgage application or in the HMDA reporting process.

2017 County Overview

In 2017, there were approximately 82,500 applications within Broward County for home loans to purchase, refinance or make home improvements for a single family home - not including manufactured homes. Of those applications, over 37,000 or 45 percent were approved and originated. This represents a decrease of approximately 3,500 originations from 2016 and a percentage decrease of approximately 9 percent, a smaller decline than the national decrease of 13 percent. Of the remaining 45,340 applications, approximately 14,650 or 18 percent of all applications were denied. The top two application denial reasons within the County were debt-to-income ratio (30 percent) and credit history (24 percent), representing over half of the County's total denials. Lack of collateral and incomplete applications represented 18 percent and 14 percent of denials respectively. It is important to note that financial institutions are not required to report reasons for loan denials, although many do so voluntarily. Also, while many loan applications are denied for more than one reason, HMDA data reflects only the primary reason for the denial of each loan. The balance of the approximately 30,700 applications, that were not originated or denied, were closed for one reason or another including a) the loan was approved but not accepted by the borrower, b) the application was closed because of incomplete information or inactivity by the borrower or c) in many instances the application may have been withdrawn by the applicant.

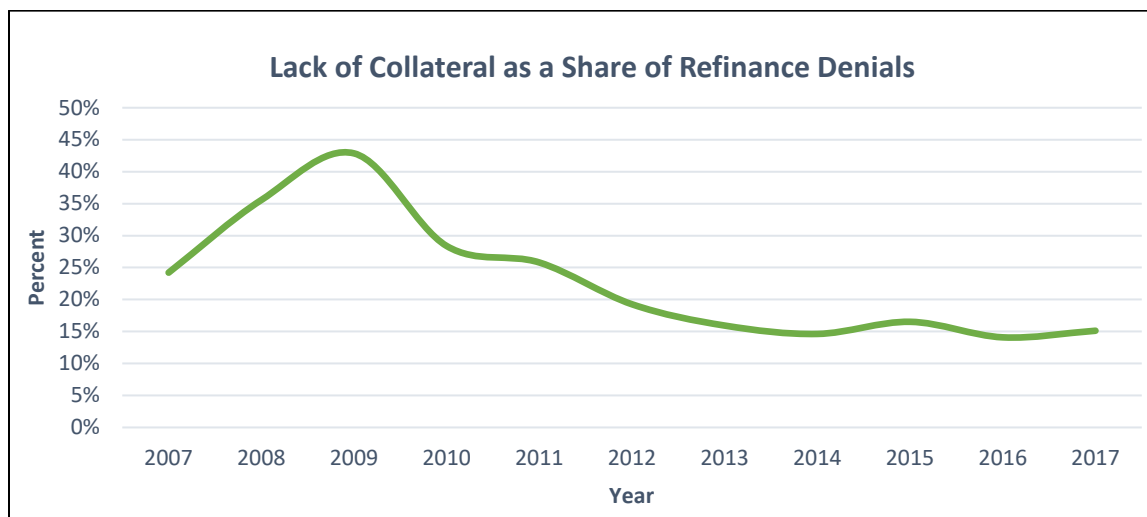
Disposition of Application by Loan Type and Purpose, 2017
Single Family Homes (excluding manufactured homes)

	Loan Type	Home Purchase	Refinance	Home Improvement
Total Applications				
	Conventional	29,348	23,842	5,127
	FHA	13,289	5,542	260
	VA	2,488	2,496	127
	FSA/RHS	1	1	0
Loans Originated				
	Conventional	16,085	9,508	1649
	FHA	6,022	1717	79
	VA	1,212	855	54
	FSA/RHS	0	0	0
Loans Approved but Not Accepted				
	Conventional	549	708	140
	FHA	221	217	12
	VA	37	87	1
	FSA/RHS	0	0	0
Applications Denied				
	Conventional	3,663	5,207	2,456
	FHA	1,266	1,161	63
	VA	269	545	28
	FSA/RHS	0	0	0
Applications Withdrawn				
	Conventional	3,623	4,682	535
	FHA	1,213	1,121	58
	VA	373	512	29
	FSA/RHS	0	1	0
Files Closed for Incompleteness				
	Conventional	700	1,903	181
	FHA	191	698	24
	VA	34	278	8
	FSA/RHS	1	0	0

Source: 2017 HMDA

A further examination of the 14,658 denials within Broward County during 2017 indicates that approximately 47 percent were for applicants seeking to refinance existing mortgages for owner-occupied, primary residences. The number one reason for denial of refinance applications was debt-to-income ratio (30 percent of refinance denials), followed by credit history and incomplete credit applications, both at 20 percent of all refinance denials). Lack of collateral represented 15 percent of all refinance denials. Typically, homeowners, seeking to refinance their existing home mortgage are able to use their home as collateral. When the denial reason given for a refinance

is a lack of collateral, this could indicate the home is worth less than the existing mortgage and, therefore, refinancing is not an option – these homes are commonly referred to as “under-water” or the borrowers are “upside-down” in their mortgage. Shown below, the percentage of refinance denials given for the reason of lack of collateral has declined significantly since the peak of the housing crisis, suggesting that the number of “under-water” homes in Broward County has declined since 2009.



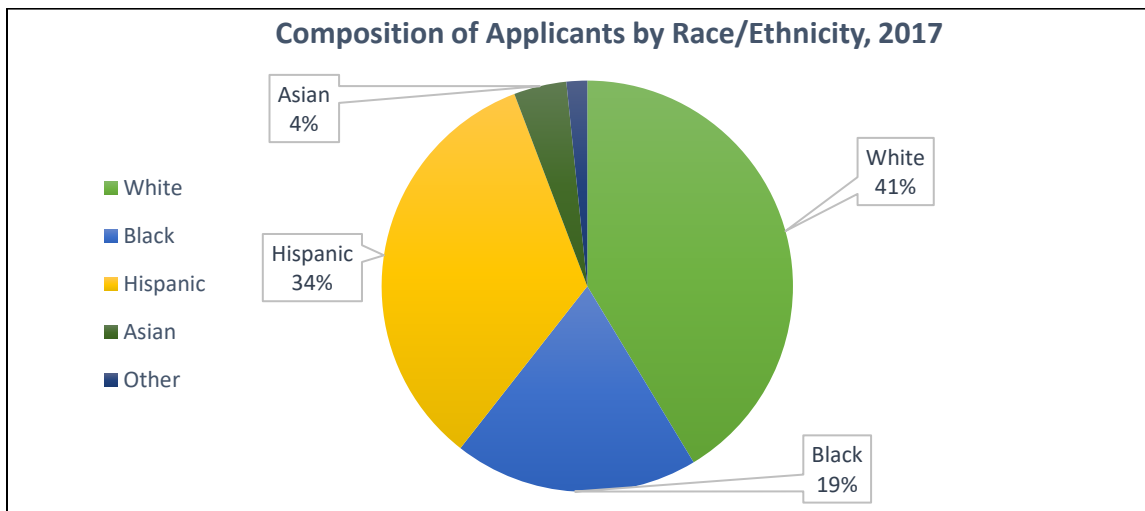
Home Purchase Lending in Broward County

Of the 23,319 home purchase loans for single family homes that were originated in 2017, approximately 69 percent of these originations were provided by conventional lenders, slightly higher than the national conventional home purchase share of 64 percent. The remaining 31 percent of home purchase loans in Broward County were provided by federally-backed sources such as the Federal Housing Administration (FHA) and the Department of Veterans Affairs (VA). Nonconventional loans, including the FHA and VA lending programs, have relatively lower down-payment requirements in comparison to conventional lenders. The FHA and VA lenders had application/origination ratios of 45 percent and 48 percent respectively. Conventional lenders, by contrast, originated home purchase loans at a higher 55 percent of all applications.

Home Purchases by Type, 2017

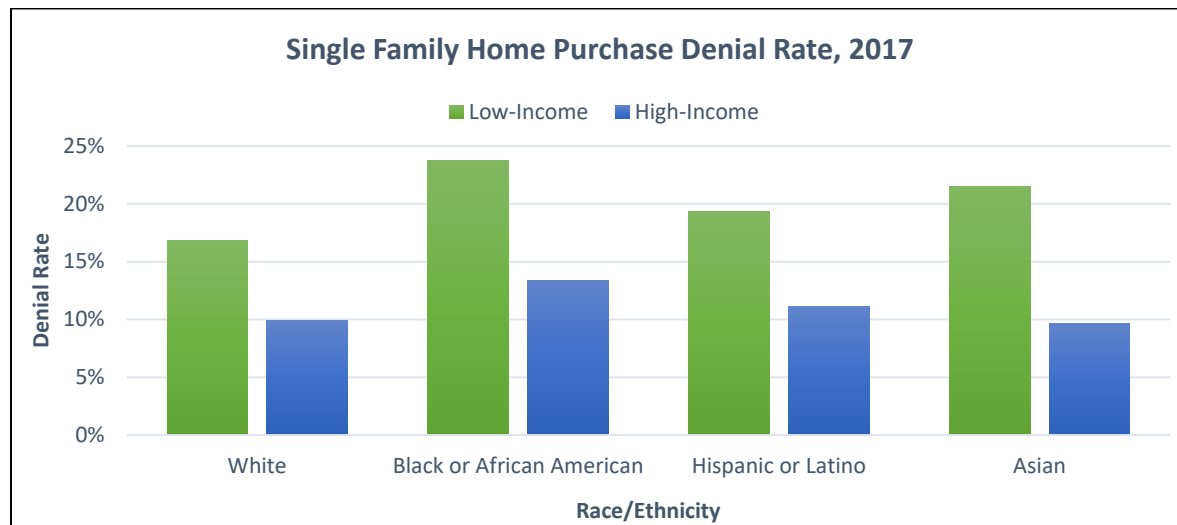
	<i>Originations</i>	<i>Share of Total</i>	<i>Approval Rate</i>
Conventional	16,085	69.0%	54.8%
FHA	6,022	25.8%	45.3%
VA	1,212	5.2%	48.7%
Total	23,319		

The share of applications and percentage of loan application denials for traditional home purchase loans in Broward County varies by race/ethnic groups. The largest applicant group in 2017 were non-Hispanic Whites (41 percent) followed by Hispanics (34 percent). Blacks represented 19 percent of all home purchase applications while Asian applicants represented 4 percent. In 2017, Whites and Asians were least likely to be denied for conventional single family home purchases, with both groups being denied at a rate of 12 percent. Hispanics were denied at a rate of 14 percent, while Black applicants faced the highest conventional home purchase denial rate at 19 percent.



Additionally, a closer look at home purchase denial rates by race/ethnicity and income group within Broward County, shown below, demonstrates that High Income Whites and Asians (having greater than 120 of Area Median Income) were the least likely to be denied for a single family home purchase, at 10 percent. Low Income Blacks (having less than 80 percent of Area Media

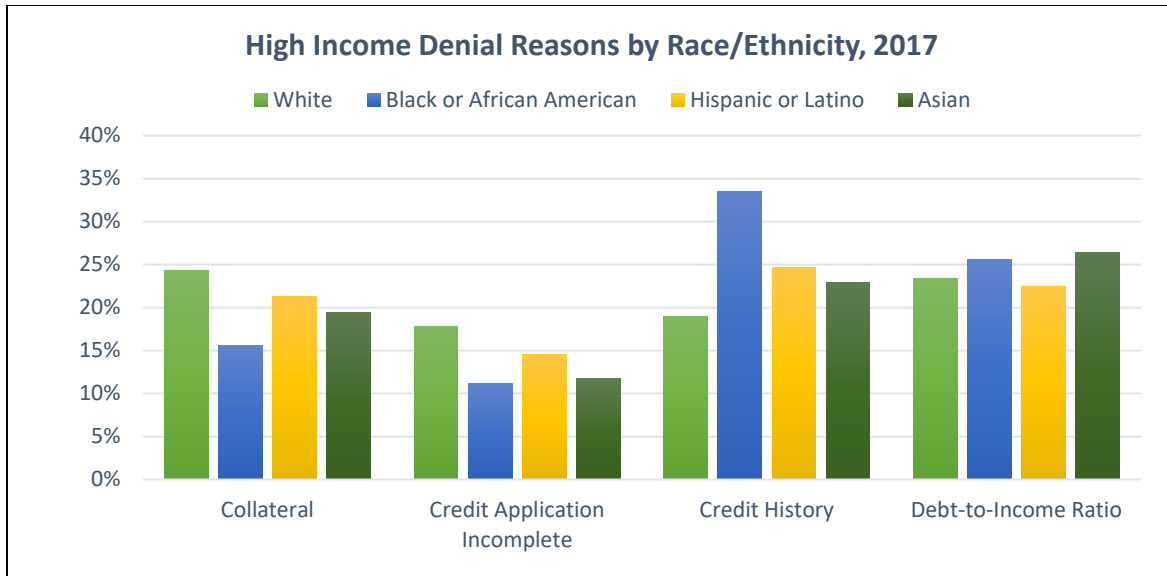
Income) were the group with the highest home purchase denial rate at 24 percent. Asian applicants had the highest disparity in income-based denial rate differences at 12 percent, while White applicants had the lowest difference at 7 percent.



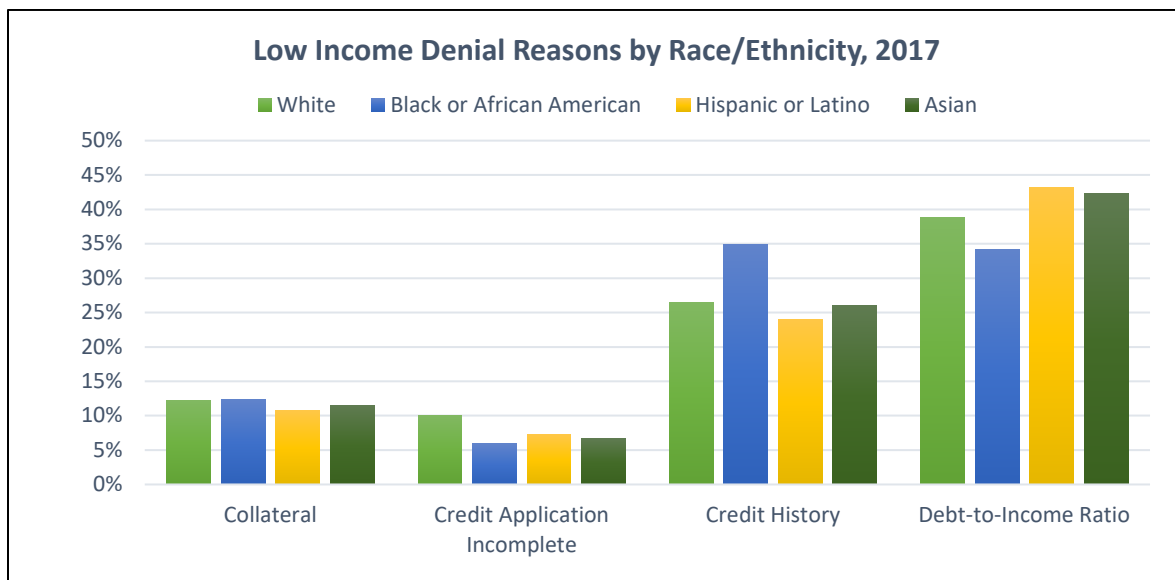
Application Denial Reasons by Income Group

The below charts compare denial reasons among White, Black, Hispanic, and Asian applicants in Broward County for 2017 by income group.

As of 2017, the leading denial reason for High Income White applicants was lack of collateral while the top reason for Asian applicants was debt-to-income ratio. For High Income Black and Hispanic applicants, the top denial reason was credit history. In the case of High Income Blacks, credit history denials represented approximately one third of total denials, the highest share for any denial reason across all groups.



For Low Income denials, the top reason for all groups was debt-to-income ratio, with the exception of Black applicants where credit history again had the highest share. All Low Income groups were denied for debt-to-income ratio at a higher rate than their High Income counterparts. In the case of Hispanics, the difference relative to High Income applicants was nearly double. Additionally, Low Income applicants in all groups were less likely to be denied due to lack of collateral and incomplete applications relative to High Income applicants.

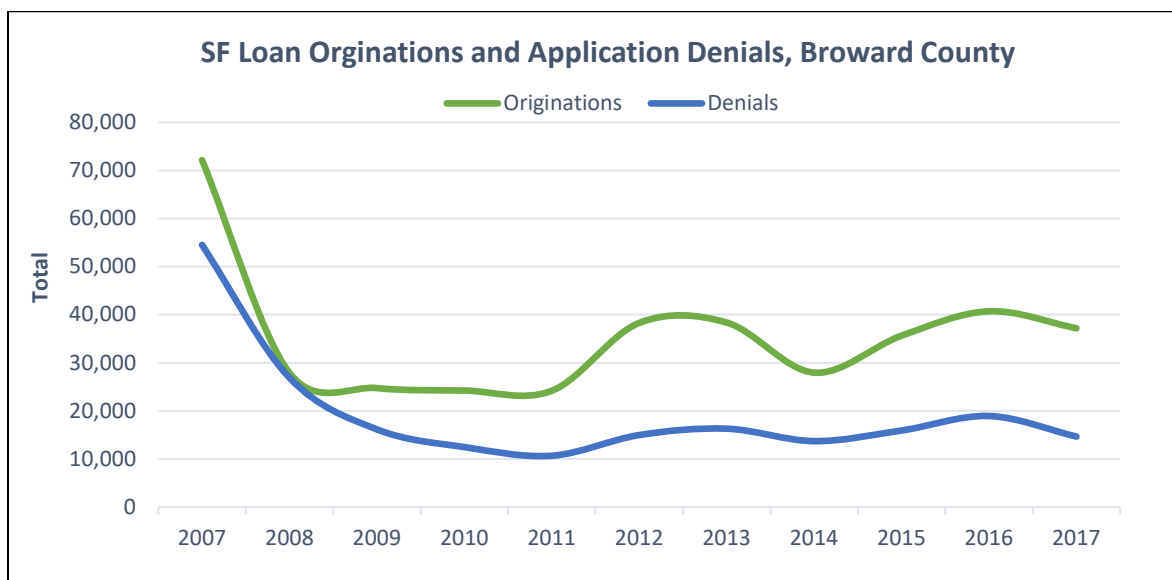


Broward County's Single Family Lending Market, 2007-2017

The following section will examine HMDA data over the time period 2007-2017, for Broward County.

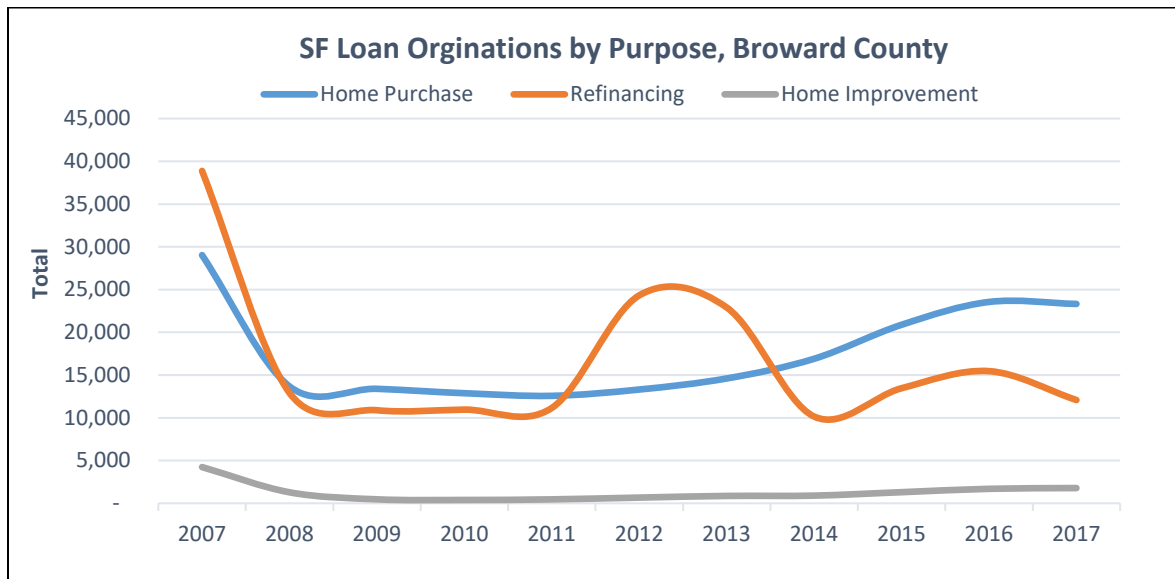
Highlighted below, the number of single family loan originations in Broward County followed a dynamic trajectory between 2007 and 2017. At the onset of the housing crisis, originations declined 61 percent between 2007 and 2008, followed by a stabilization to around 24,000 originations per year between 2009 and 2011. Subsequently, originations grew by 58 percent between 2011 and 2012. After a 27 percent decrease between 2013 and 2014, originations grew steadily to reach the highest total originations of all years examined at over 40,000. Between 2016 and 2017, originations fell by 9 percent, and as of 2017, total originations in Broward County are about 52 percent of the level prior to the housing crisis.

In contrast to originations, the number of application denials within Broward County demonstrated less extreme changes between 2007 and 2017. As of the most recent data year, denials are nearly three-quarters below the level experienced in 2007. Relatedly, the share of denials as a percent of total originations and total denials has declined markedly since the housing bust, from 43 percent in 2007 to approximately 28 percent as of 2017.

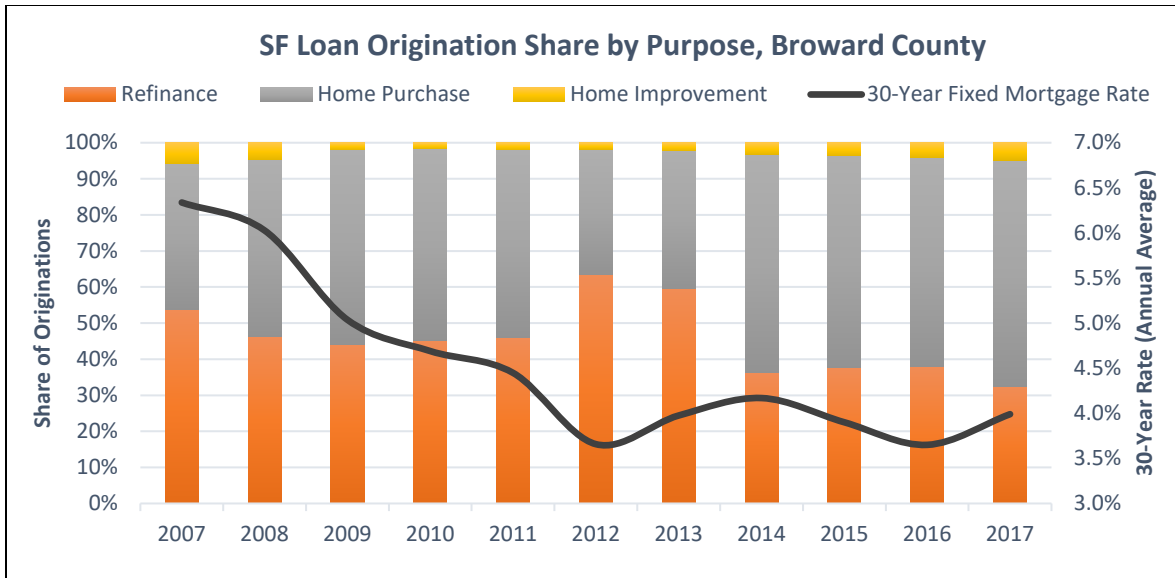


Shown below, much of the year-to-year fluctuations in total originations that occurred between 2007 and 2017 were the result of refinancing originations. Refinancing was the dominant loan purpose in 2007, though home purchase became the dominant loan purpose between 2008 and 2011. Refinance loans grew significantly between 2011 and 2012 as interest rates were broadly falling, discussed further below. Home purchases became the top loan purchase since 2014, and

as of 2017, home purchases and refinances comprised 63 and 33 percent of the County’s total originations respectively. The growth of home purchase originations since 2011 (86 percent growth rate between 2011 and 2017) reflects a steady and recovering demand for housing within the County.



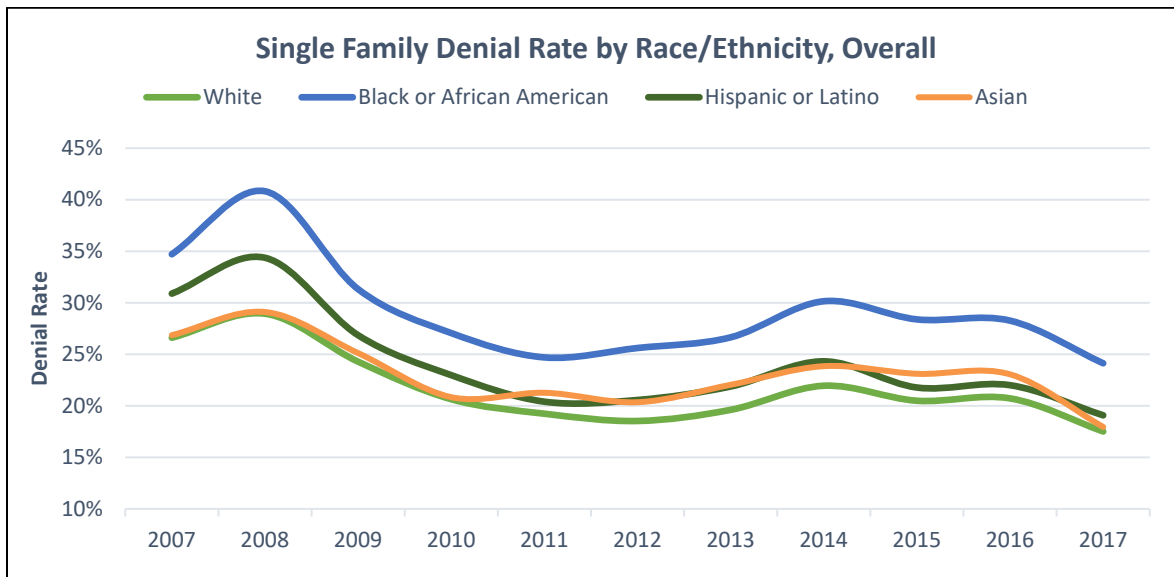
The share of refinance originations in Broward County appears to move generally with the 30-year fixed rate mortgage average, shown below. In 2012, for example, when the average 30-year fixed rate mortgage was at its lowest level of all the years examined, refinance originations reached the highest share in percentage terms of all data years analyzed and highest total of all years excluding 2007. Similarly, when interest rates rose between 2012 and 2014, the share of refinance originations fell from 64 percent to 36 percent. The increase in the annual average of the 30-year fixed mortgage rate between 2016 and 2017 is consistent with Broward County’s 22 percent reduction in the number of refinance loan originations over the same time period.

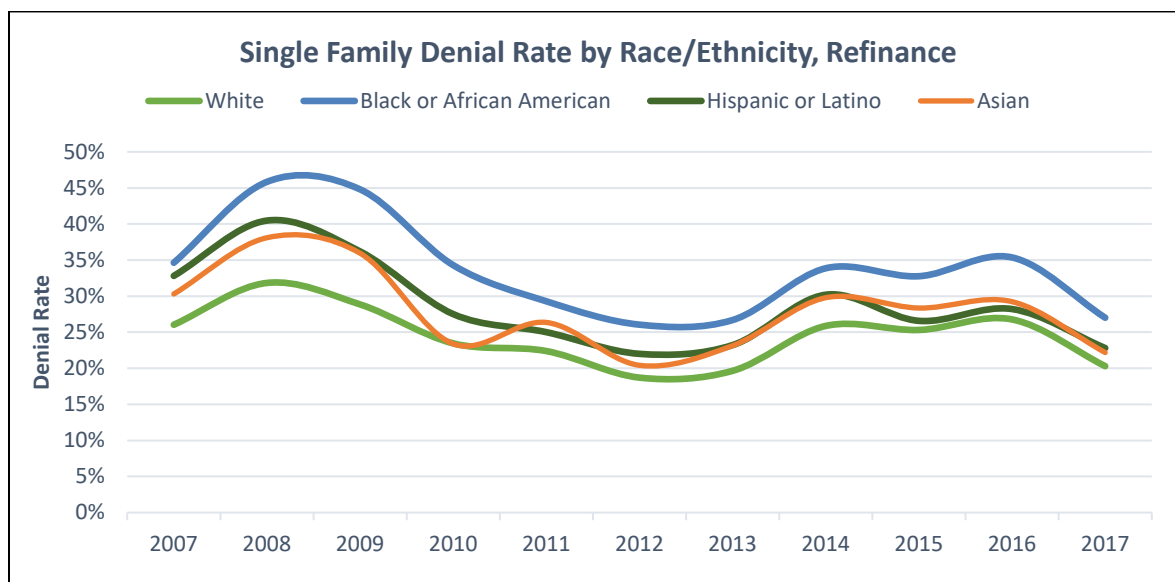
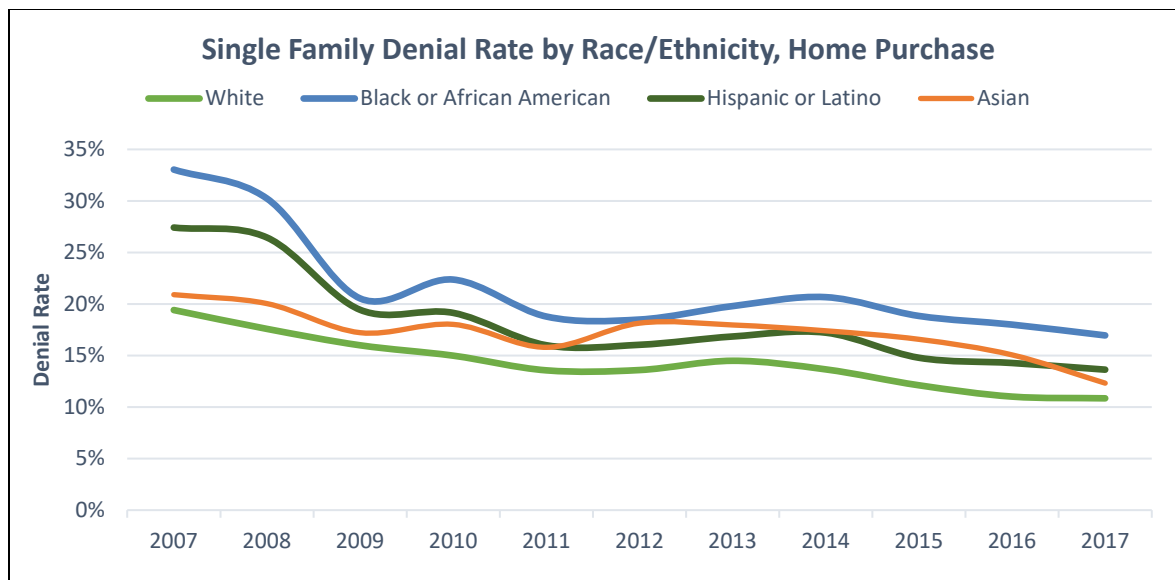


Source: HMDA, Federal Reserve Bank of St. Louis

Income, Race, and Single Family Loan Denials in Broward County

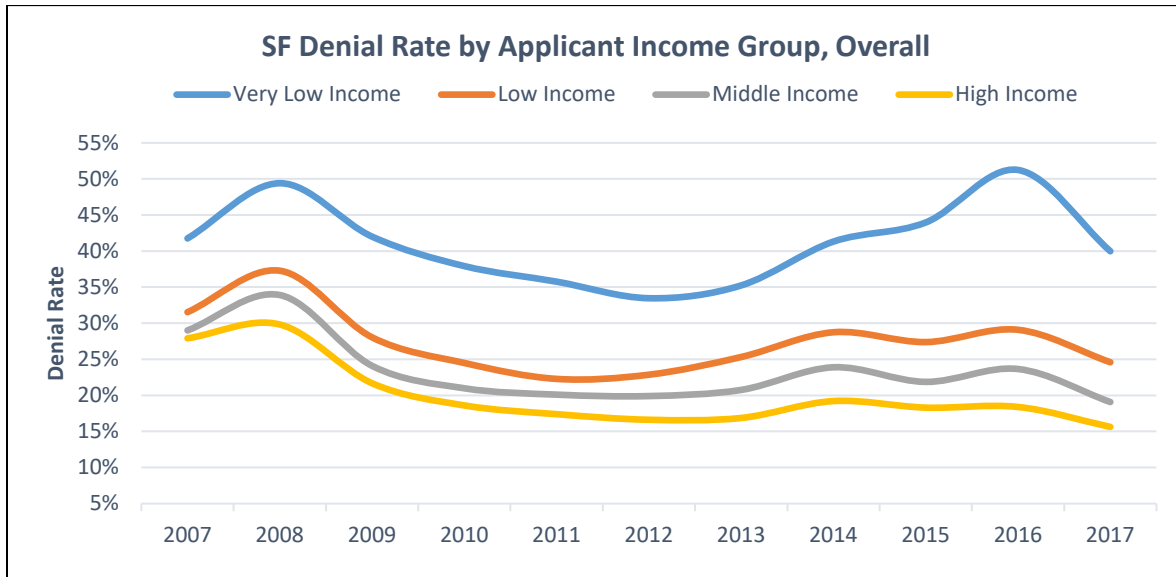
Denial rates for single family loans in Broward County over time vary by race and ethnicity. The charts below show that between 2007 and 2017, White applicants were the least likely to be denied relative to all other groups. Additionally, Black applicants were the most likely to be denied relative to other groups for all years analyzed. In addition to the overall denial rate, this pattern is evident in both home purchase and refinance loans.



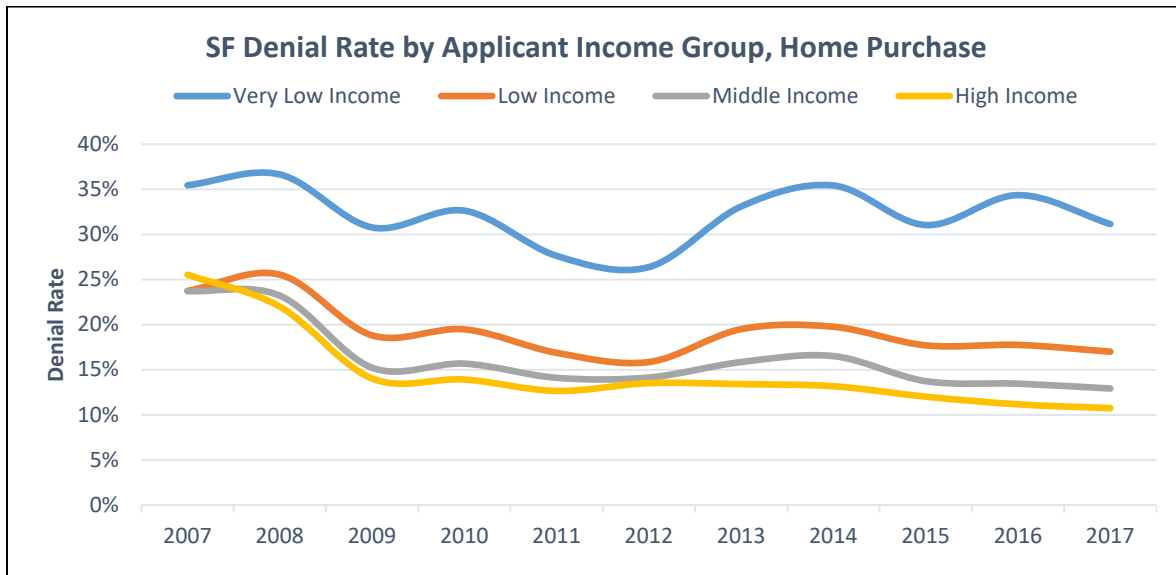


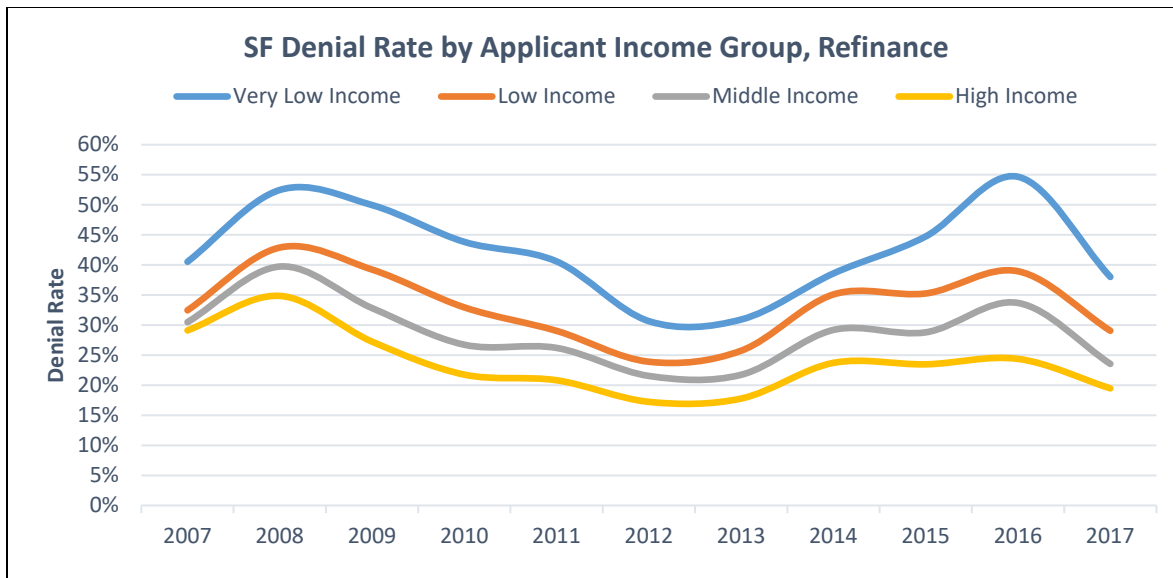
A view of single family denial rates by applicant income group within Broward County, highlighted below, shows the expected outcome of higher income groups experiencing lower denial rates than lower income groups. However, Very Low Income applicants (50 percent of less of Area Median Income) have remained well above other income groups, with generally increasing divergence since 2012, despite a decrease from 51 percent to 40 percent between 2016 and 2017. As of 2017, High Income (greater than 120 percent of Area Median Income) and Middle Income (80 to 120 percent of Area Median Income) applicants are the lowest and second-lowest denied groups respectively, with Low Income (between 50 percent and 80 percent of Area

Median Income) the third-lowest.

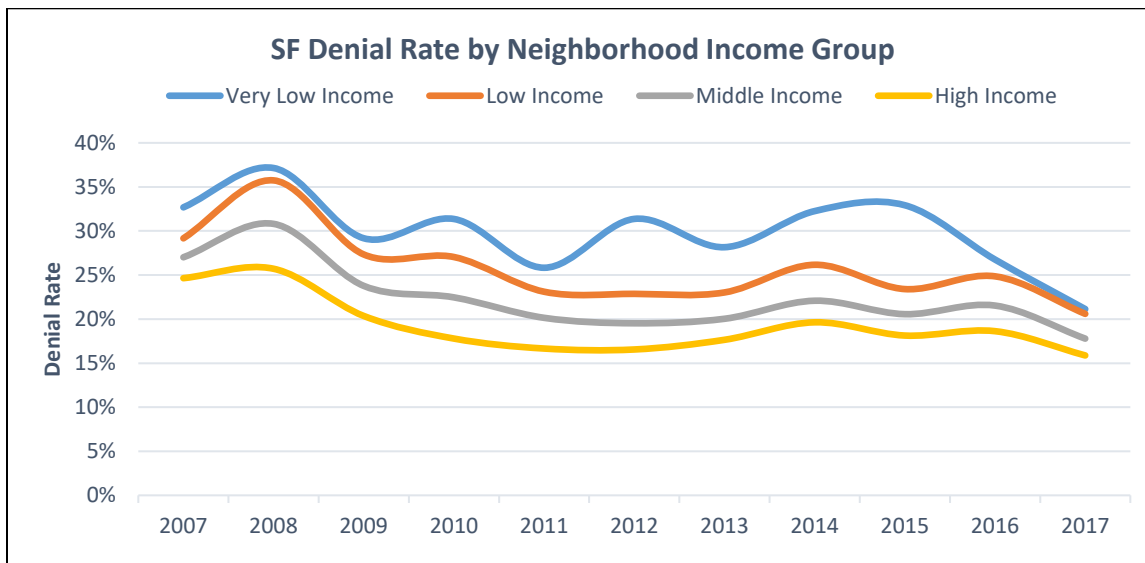


Similar to overall denial rates by income group, home purchase applications were denied at a much higher rate for Very Low Income applicants between 2007 and 2017 while Low, Middle, and High Income applicants have remained closer to each other. As of the most recent data year, Very Low Applicants are nearly 3 times as likely to be denied for a home purchase relative to High Income applicants. For refinance loans, the disparity is approximately double.

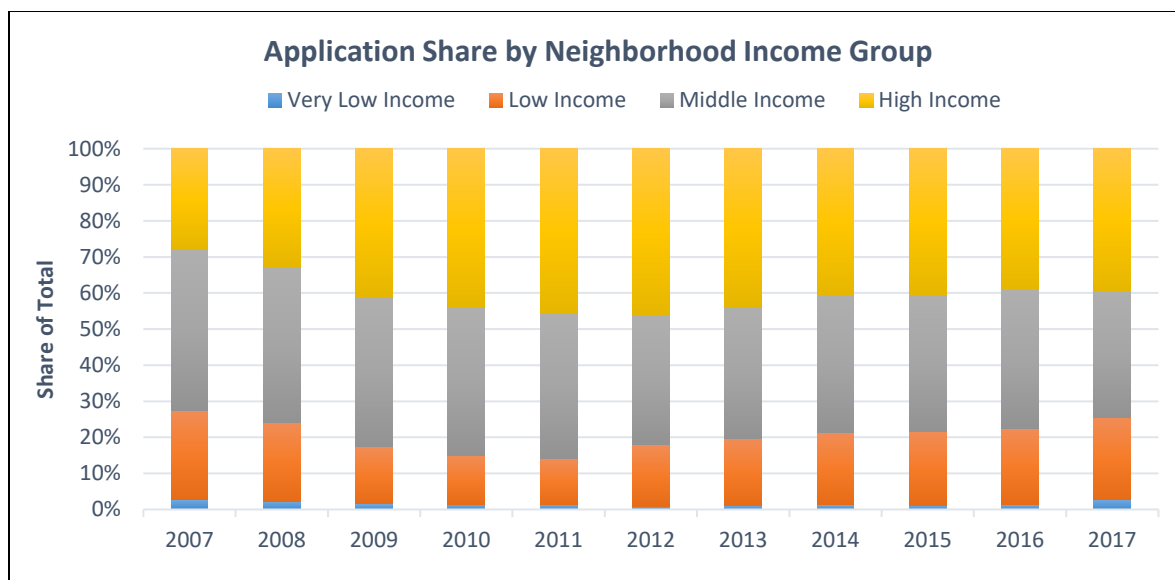




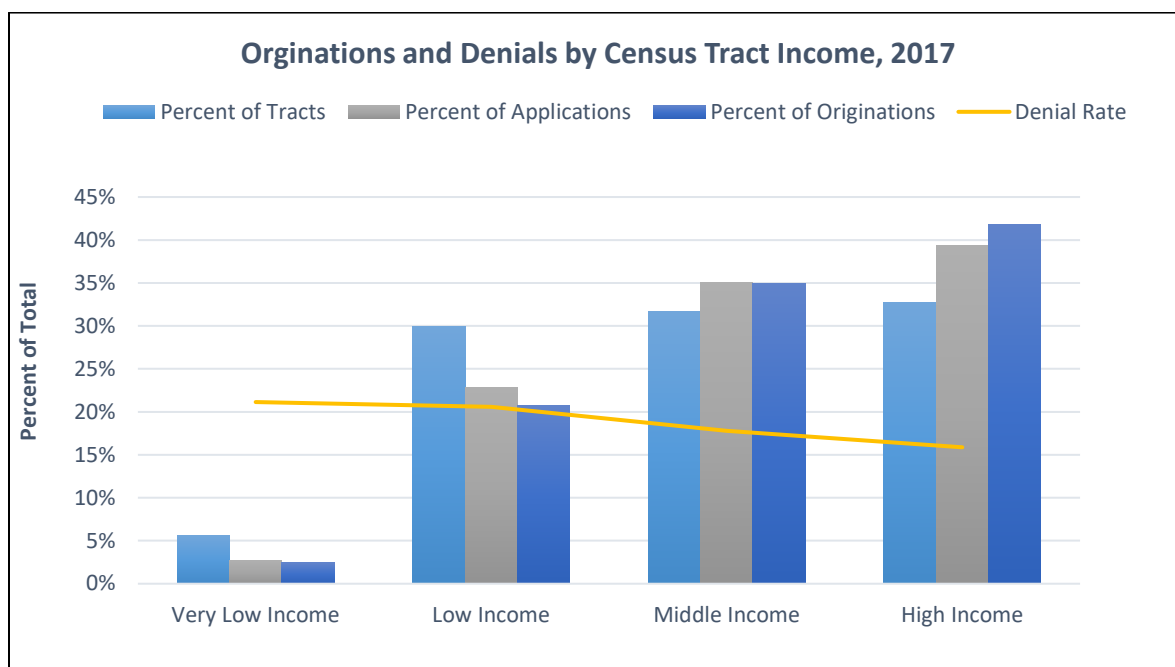
Denial rates by neighborhoods income group (defined as median income of property's Census tract) similarly shows higher income neighborhoods are less likely to be denied compared to lower income neighborhoods.



As a percentage of total applications within Broward County, the distribution among neighborhoods by income group shows that for every year examined, Middle and High Income neighborhoods represented the vast majority of applicants (75 percent as of 2017).

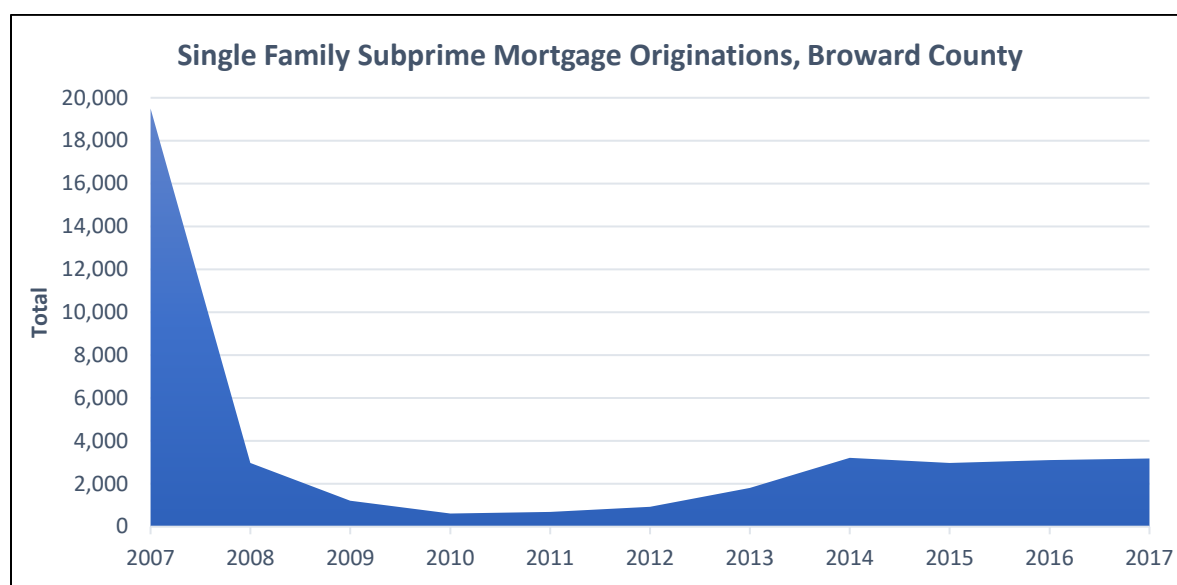


Within Broward County, Very Low Income and Low Income neighborhoods represent 36 percent of the County's total neighborhoods, although they are represented by approximately 23 percent of total originations and 26 percent of applications as of 2017, shown below. This suggests that Low and Very Low Income neighborhoods within the County are less likely to participate in the single family lending market relative to other neighborhoods. By contrast, loan applications and originations within Broward County are disproportionately likely to occur for properties in Middle and particularly High Income neighborhoods.

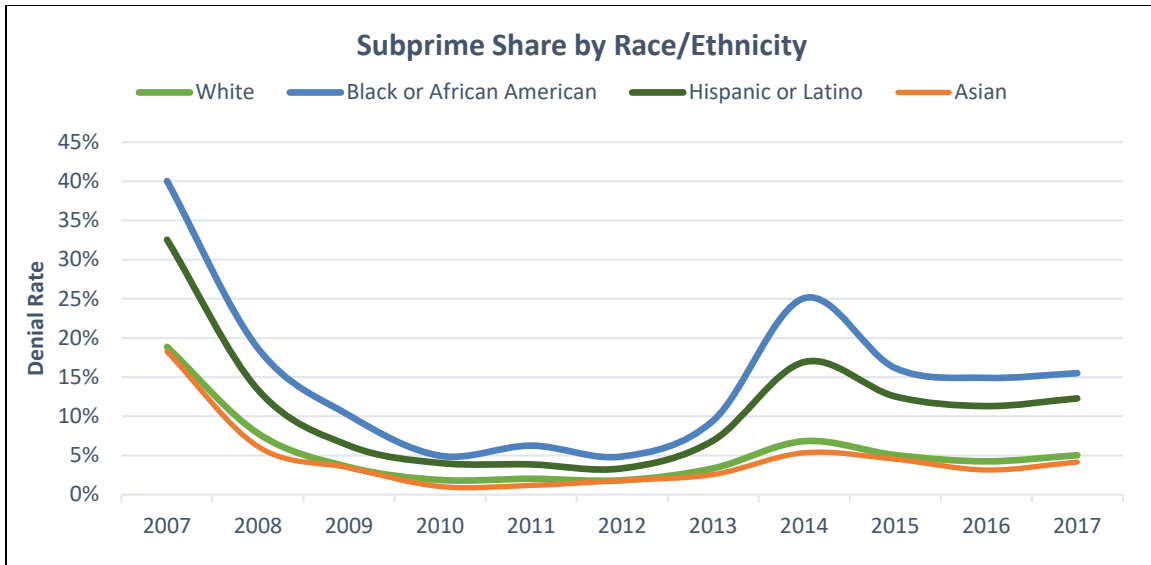


The Subprime Market

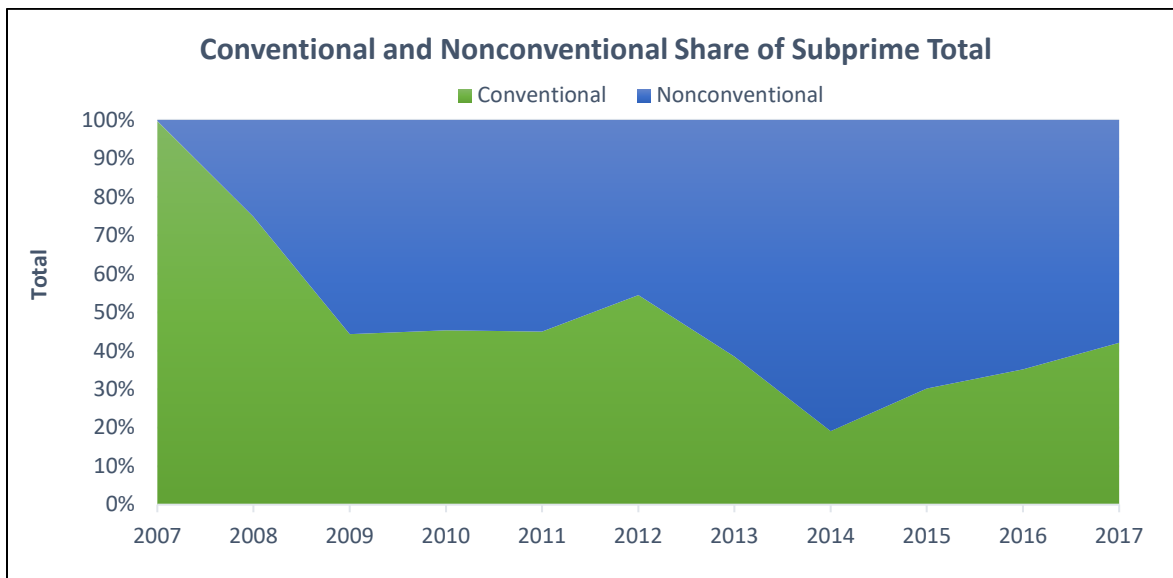
Illustrated below, the subprime mortgage market in Broward County declined significantly between 2007 and 2010, dropping by 97 percent. Though subprime originations more than quintupled between 2010 and 2017 to about 3,000 per year, this is still approximately 16 percent of the 2007 total of nearly 20,000. Subprime loans are defined as those with an annual percentage rate that exceeds the average prime offer rate by at least 1.5 percent. The total number of subprime loan originations decreased by approximately 84 percent on net between 2007 and 2017, while prime originations decreased by 35 percent during the same time period. As a percent of Broward County's total, subprime originations declined from 27 percent in 2007 to 9 percent in 2017.



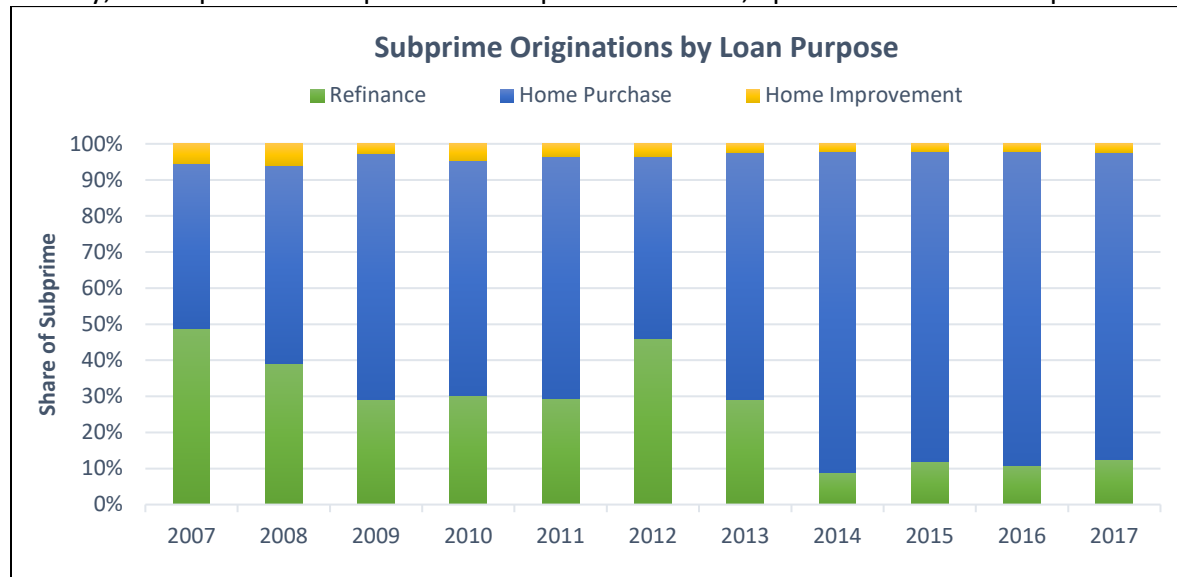
Subprime originations by race/ethnicity show that for every year examined, Black loan recipients had the highest share compared to other groups. Asian loan recipients were the least likely to be subprime, followed closely by Whites. As of 2017, Black loan recipients were more than 3 times as likely to be subprime relative to White loan recipients.



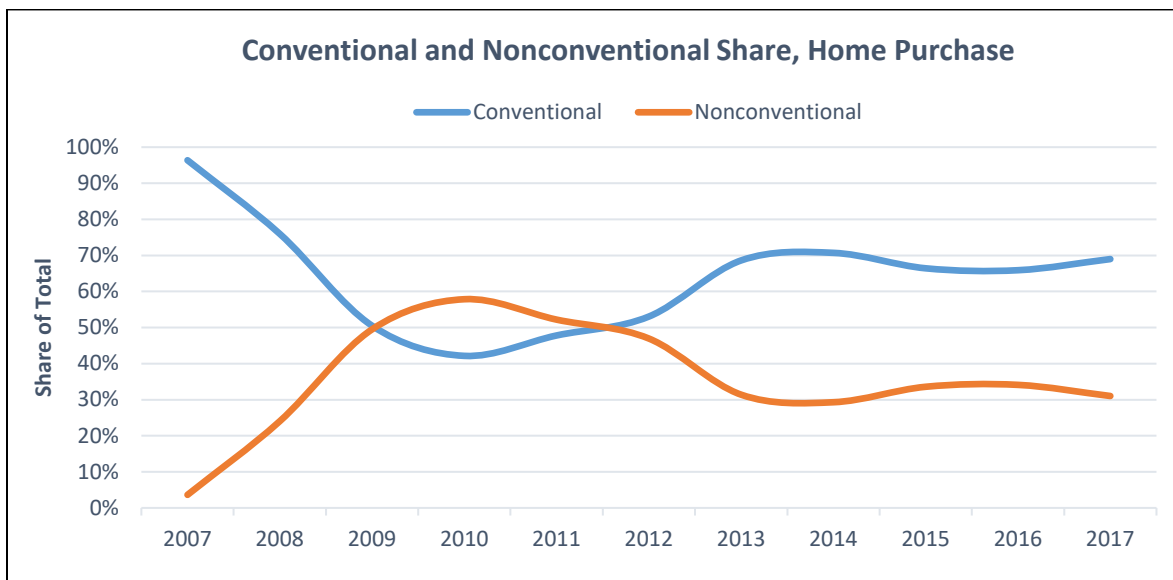
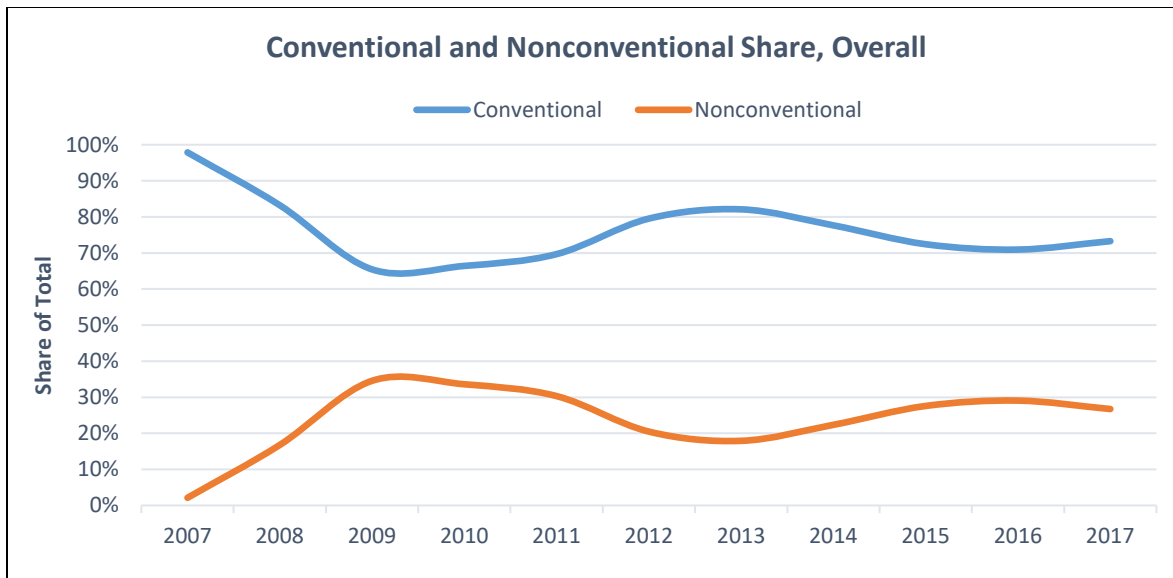
Consistent with broader national trends, the composition of subprime loans within Broward County has shifted from conventional loans to government-insured nonconventional loans in recent years. In 2007, 99.7 percent of subprime loans within the County were originated by conventional lenders. As of 2017, that percentage is 42 percent, up from a low of 19 percent in 2014. Of the nonconventional subprime loans originated in Broward County, over 99 percent are insured by the Federal Housing Administration. By contrast, the FHA's share of nonconventional prime loans is 74 percent, while the remaining 26 percent are insured by the Department of Veterans Affairs.

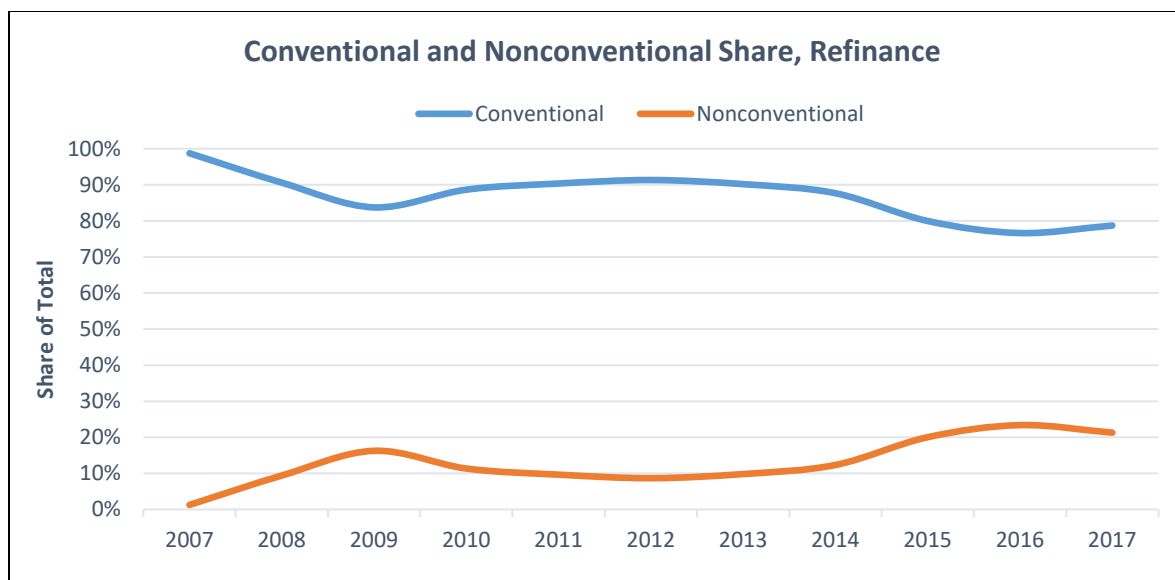


Subprime loans have been characterized by growth in home purchases in recent years, particularly from 2014 onward. As a percentage of all subprime loan originations within Broward County, home purchases represented 85 percent in 2017, up from its share of 31 percent in 2007.



Though 58 percent of all subprime loans within Broward County in 2017 were nonconventional, 73 percent of *total* single family originations in 2017 were from conventional lenders. The highest share of nonconventional originations for any loan purpose was for home purchase loans in 2010 at 57 percent. The share of conventional lending in Broward County has stabilized to the low 70 percent range in the last few years.





Private Lending Conclusion

Mortgage lending activity in Broward County is consistent with many of the broader trends that have occurred in the wake of the housing crash, Great Recession, and subsequent economic recovery.

Further, Broward County exhibits relatively strong mortgage market fundamentals. Home purchase originations nearly doubled between 2011 and 2017, suggesting signs of growing housing demand and a housing market recovery within the County. Additionally, the share of refinance applications denied for lack of collateral, suggesting an “under-water” home, has declined substantially since the peak of the housing crisis.

The County has also been subject to cyclical trends that reflect broader economic conditions in recent years, including changes in mortgage rates that influence the prevalence of refinance originations and a subprime lending market that remains well below its peak prior to the housing bust, despite steady and significant growth since 2010. Government-insured mortgages have increased, consistent with tighter credit conditions and a more active regulatory environment in the wake of the housing crash.

Some trends, however, have continued despite business cycle fluctuations, such as higher denial rates for Black and Hispanic applicants relative to White applicants, in addition to higher denial rates for lower income applicants and neighborhoods.

Fair Housing Profile

Federal Fair Housing Laws

Federal laws provide the backbone for U.S. fair housing regulations. A brief list of laws related to fair housing, as defined on the U.S. Department of Housing and Urban Development's (HUD's) website, is presented below:

Fair Housing Act Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and persons securing custody of children under the age of 18), and handicap (disability).

Title VIII was amended in 1988 (effective March 12, 1989) by the Fair Housing Amendments Act. In connection with prohibitions on discrimination against individuals with disabilities, the Act contains design and construction accessibility provisions for certain new multi-family dwellings developed for first occupancy on or after March 13, 1991.

Title VI of the Civil Rights Act of 1964. Title VI prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance.

Section 504 of the Rehabilitation Act of 1973. Section 504 prohibits discrimination based on disability in any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974. Section 109 prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development and Block Grant Program.

Title II of the Americans with Disabilities Act of 1990. Title II prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and housing referrals.

Architectural Barriers Act of 1968. The Architectural Barriers Act requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 be accessible to and useable by handicapped persons.

Age Discrimination Act of 1975. The Age Discrimination Act prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

Title IX of the Education Amendments Act of 1972. Title IX prohibits discrimination on the basis of sex in education programs or activities that receive federal financial assistance.

Fair Housing Related Presidential Executive Orders

Executive Order 11063. Executive Order 11063 prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

Executive Order 11246. Executive Order 11246, as amended, bars discrimination in federal employment because of race, color, religion, sex, or national origin.

Executive Order 12892. Executive Order 12892, as amended, requires federal agencies to affirmatively further fair housing in their programs and activities, and provides that the Secretary of HUD will be responsible for coordinating the effort. The Order also establishes the President's Fair Housing Council, which will be chaired by the Secretary of HUD.

Executive Order 12898. Executive Order 12898 requires that each federal agency conduct its program, policies, and activities that substantially affect human health or the environment in a manner that does not exclude persons based on race, color, or national origin.

Executive Order 13166. Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally assisted and federally conducted programs and activities.

Executive Order 13217. Executive Order 13217 requires federal agencies to evaluate their policies and programs to determine if any can be revised or modified to improve the availability of community-based living arrangements for persons with disabilities.

State and Local Fair Housing Laws

Florida Fair Housing Act/Florida Commission on Human Relations

The Florida Fair Housing Act was passed by the Florida Legislature in 1983 and amended in 1989. The Florida Fair Housing Act parallels the Federal Fair Housing Act. The Florida Commission on Human Relations (FCHR) is a Fair Housing Assistance Program (FHAP) agency and enforces Florida's state fair housing law. The Florida Fair Housing Act has been certified as substantially equivalent to the federal law. Substantial equivalency certification takes place when a State or local agency applies for certification and the U.S. Department of Housing and Urban Development (HUD) determines that the agency enforces a law that provides substantive rights, procedures, remedies and judicial review provisions that are substantially equivalent to the federal Fair Housing Act.

HUD has a two-phase procedure for the determination of substantial equivalency certification. In the first phase, the Assistant Secretary for Fair Housing and Equal Opportunity determines whether, "on its face," the State or local law provides rights, procedures, remedies and judicial review provisions that are substantially equivalent to the federal Fair Housing Act. An affirmative

conclusion that the State or local law is substantially equivalent on its face will result in HUD offering the agency interim certification. Interim certification is for a term of three years. An agency must obtain interim certification prior to obtaining certification. In the second phase, the Assistant Secretary for Fair Housing and Equal Opportunity determines whether, "in operation," the State or local law provides rights, procedures, remedies and the availability of judicial review that are substantially equivalent to the federal Fair Housing Act. An affirmative conclusion that the State or local law is substantially equivalent both on its face and in operation will result in HUD offering the agency certification. Certification is for a term of five years. During the five years of certification, the agency's ability to maintain certification will be assessed. After the five years of certification, if the Assistant Secretary determines that the agency still qualifies for certification, HUD will renew the agency's certification for another five years.

Substantially equivalent agencies are eligible to participate in the Fair Housing Assistance Program (FHAP). FHAP permits HUD to use the services of substantially equivalent State and local agencies in the enforcement of fair housing laws, and to reimburse these agencies for services that assist in carrying out the spirit and letter of the federal Fair Housing Act. While certification results in a shift in fair housing enforcement power from the federal government to the State or locality, the substantive and procedural strength of the federal Fair Housing Act is not compromised. Prior to certification, an agency must demonstrate to HUD that it enforces a law that is substantially equivalent to the federal Fair Housing Act.

When HUD receives a complaint and the complaint alleges violations of a State or local fair housing law administered by an interim certified or certified agency, HUD will generally refer the complaint to the agency for investigation, conciliation and enforcement activities. Fair housing professionals being based in the locality where the alleged discrimination occurred benefits all parties to a housing discrimination complaint. These individuals often have a greater familiarity with local housing stock and are in closer proximity to the site of the alleged discrimination, offering greater efficiency in case processing.

[Broward County Human Rights Ordinance/Broward County Civil Rights Division](#)

Chapter 16½ of the Broward County Code of Ordinances has the purpose of securing freedom from discrimination because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression, in connection with employment, public accommodations, and real estate transactions, and to promote the interests, rights, and privileges of individuals within the County. The Broward County Ordinance had received certification from the U.S. Department of Housing and Urban Development (HUD) that the local law provides substantive rights, procedures, remedies and judicial review provisions that are substantially equivalent to the federal Fair Housing Act. The Broward Ordinance does, however, include additional protected classes; political affiliation, pregnancy, sexual orientation and gender identity and expression.

The Broward County Civil Rights Division is responsible for the enforcement of the County's Ordinance. The Division investigates complaints of discrimination in employment, housing, and

public accommodations for individuals in Broward County that violate local and federal statutes. Individuals with a complaint of housing discrimination contact the Intake Section of the Division as the first step to filing a charge complaint of discrimination and are provided with an intake questionnaire. An interview is conducted with the complaining party to determine whether or not the complaint is within the law's jurisdiction prior commencement of investigation.

The Broward Civil Rights Division also makes itself available to provide free training and presentations to interested groups and companies on fair housing, managing discrimination in the workplace, and other topics. This community service program fosters greater understanding of legal rights and responsibilities under the law with a goal of protecting the rights of Broward County residents and to prevent discrimination in Broward County.

Private Organizations

Housing Opportunities Project for Excellence, Inc. (HOPE Fair Housing Center)

HOPE is the only private, non-profit, full service, fair housing organization serving Miami-Dade and Broward counties currently engaged in comprehensive education/outreach and enforcement activities. The overall mission of HOPE is to fight housing discrimination in Miami-Dade and Broward counties and to promote equal housing opportunities throughout Florida. HOPE envisions continuing to play a major role in bringing housing discrimination to an end by empowering people through education, advocacy, and the enforcement of federal, state and local fair housing laws. HOPE's Education and Outreach Initiative is designed to ensure that the general public and protected classes become knowledgeable concerning fair housing laws and the means available to seek redress for fair housing rights violations, and includes private housing industry provider education programs structured to furnish developers, real estate brokers, property managers, financial institutions, and the media/advertising industry with the most current information necessary to fully comply with federal, state and local fair housing laws.

The agency's Private Enforcement Initiative involves testing and investigation of alleged fair housing violations in the South Florida area, the prevention and elimination of discriminatory housing practices, and pursuing the enforcement of meritorious claims. The Housing Discrimination HELP LINE provides complaint intake, information and referral services, counseling services, and assistance to South Florida residents seeking housing opportunities in the private housing market.

Fair Housing enforcement activities are necessary for the intake and investigation of individual housing discrimination complaints, as well as exposing patterns and practices of housing discrimination. HOPE fair housing specialists investigate complaints through testing, contact, and evaluation of evidence. Trained testers visit local rental and sales offices (identified in either systemic or complaint-based evaluations) to obtain information regarding availability of housing, costs, and amenities. The results of these tests are evaluated by trained staff to determine if persons of protected classes are receiving equal housing opportunities.

From January 1, 2011 to December 31, 2015, HOPE has received 547 fair housing complaints regarding housing-related service providers in Broward County. HOPE's volunteer testers effectively and impartially gather evidence necessary to substantiate allegations of discrimination. The agency successfully enlists private law firms and legal practitioners to contribute their services on a pro-bono basis for litigation or settlement of housing discrimination cases.

Fair Housing Complaints

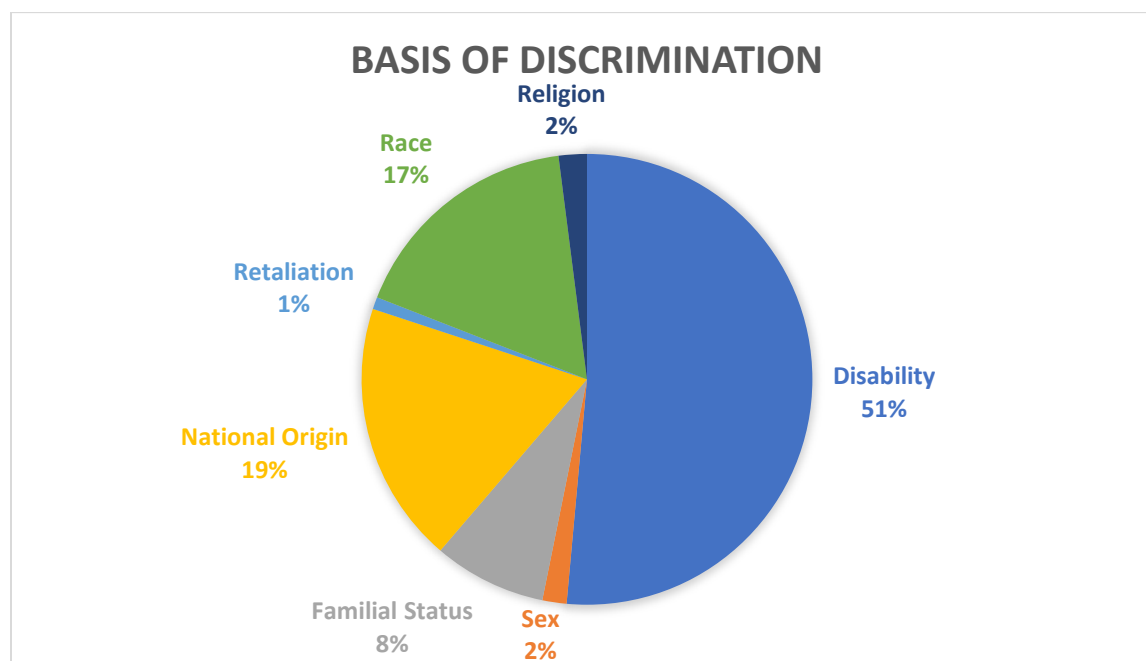
Fair housing complaints can be used as an indicator to identify heavily impacted areas and characteristics of households experiencing discrimination in housing. The Fair Housing Act lists seven prohibited bases for discrimination: race, color, national origin, religion, sex, disability, and familial status. The Fair Housing Act makes it unlawful to coerce, threaten, intimidate or interfere with anyone exercising or aiding others in enjoying their fair housing rights.

The following analysis considers fair housing complaint data filed against respondents in Broward County with the U.S. Department of Housing and Urban Development (HUD) between 2015 and mid-2020. Using this data, the report identifies and analyzes the following:

- The absolute number of complaints filed with HUD in the County
- The basis of complaints filed
- The issues of complaints filed

There are several data limitations while conducting this type of analysis. Though not exhaustive, the list below summarizes the most important limitations of the datasets. The complaint process relies on people self-reporting. The data represent only those complaints that were filed; thus, there exists a likelihood of housing discrimination incidents that are under-reported.

A total of 349 fair housing complaints were filed with HUD between 2015 and April 2020. An overwhelming majority of the complaints were based on housing discrimination due to disability (51%). National origin (19%) and racial discrimination (17%) made up a significant portion of the bases as well. All complaints filed must allege a basis for discrimination.



Source: HUD

Table: Fair Housing Complaints to HUD 2015-April 2020

Violation City	Violation County	Filing Date	Complaint Bases
Sunrise	Broward	01/30/15	Race, Color, National Origin
Pembroke Pines	Broward	01/30/15	Race
Ft. Lauderdale	Broward	01/30/15	Disability, Retaliation
Pembroke Pines	Broward	02/12/15	Disability
Fort Lauderdale	Broward	02/19/15	National Origin, Religion
Fort Lauderdale	Broward	02/20/15	Disability
Tamarac	Broward	02/25/15	Disability
Deerfield Beach	Broward	03/17/15	National Origin, Familial Status
Ft. Lauderdale	Broward	03/17/15	Familial Status
Sunrise	Broward	03/18/15	Familial Status
Lauderhill	Broward	03/20/15	Familial Status
Hallandale	Broward	03/24/15	Disability
Fort Lauderdale	Broward	03/25/15	National Origin
Sunrise	Broward	04/10/15	Disability
Lauderhill	Broward	04/17/15	Disability
Davie	Broward	04/23/15	Race
Sunrise	Broward	04/28/15	Race, Familial Status
Lauderhill	Broward	05/05/15	Disability
Plantation	Broward	05/06/15	National Origin
Fort Lauderdale	Broward	05/08/15	Sex
Hallandale Beach	Broward	05/11/15	National Origin, Familial Status
Hallandale	Broward	05/11/15	National Origin, Familial Status
Hallandale Beach	Broward	05/13/15	National Origin, Familial Status
Hallandale Beach	Broward	05/13/15	Disability, Familial Status
Hollywood	Broward	05/13/15	
West Park	Broward	05/18/15	Race, Color, National Origin
Hollywood	Broward	05/19/15	Familial Status
Coral Springs	Broward	05/21/15	Race, Familial Status
Hollywood	Broward	05/26/15	Race, Sex
Fort Lauderdale	Broward	05/26/15	Familial Status
North Lauderdale	Broward	05/27/15	Race, Color, National Origin, Sex, Familial Status
Pompano Beach	Broward	05/27/15	Race, Familial Status
Light House Pointe	Broward	05/29/15	Disability
Davie	Broward	06/09/15	Disability
Plantation	Broward	06/09/15	National Origin
Pompano Beach	Broward	06/10/15	Disability
Fort Lauderdale	Broward	06/12/15	Race
Tamarac	Broward	06/24/15	Race, National Origin
Fort Lauderdale	Broward	07/14/15	
Coconut Creek	Broward	07/20/15	Disability
Coconut Creek	Broward	07/30/15	Familial Status
Pembroke Pines	Broward	08/03/15	Familial Status
Pompano Beach	Broward	08/05/15	Familial Status

Violation City	Violation County	Filing Date	Complaint Bases
Margate	Broward	08/07/15	Race
Lauderhill	Broward	08/07/15	Familial Status
Fort Lauderdale	Broward	08/07/15	Disability
Pompano Beach	Broward	08/07/15	Disability, Retaliation
Plantation	Broward	08/10/15	Disability
Fort Lauderdale	Broward	08/13/15	Familial Status
Fort Lauderdale	Broward	08/13/15	Familial Status
Pompano	Broward	08/14/15	Disability
Fort Lauderdale	Broward	08/17/15	Disability
Hollywood	Broward	08/19/15	Familial Status
Miramar	Broward	08/25/15	Race, National Origin
Hallandale	Broward	09/01/15	Race
Fort Lauderdale	Broward	09/28/15	Disability
Davie	Broward	09/29/15	National Origin
Deerfield Beach	Broward	10/07/15	Disability
Coral Springs	Broward	10/08/15	National Origin
Lauderhill	Broward	10/21/15	Disability
Pompano Beach	Broward	10/23/15	Disability
Deerfield Beach	Broward	10/26/15	Race, National Origin, Religion
Margate	Broward	10/29/15	National Origin
Sunrise	Broward	11/04/15	Disability
Coconut Creek	Broward	11/05/15	Race, National Origin
Tamarac	Broward	11/09/15	Disability
Davie	Broward	11/10/15	Race
Deerfield Beach	Broward	11/18/15	Familial Status
Hollywood	Broward	11/18/15	Disability
Coconut Creek	Broward	11/18/15	Race
Deerfield	Broward	11/25/15	Disability
Coral Springs	Broward	11/25/15	Race
Pembroke Pines	Broward	12/08/15	Race
Deerfield Beach	Broward	12/09/15	Disability
Hollandale	Broward	12/10/15	Race
Hallandale	Broward	12/10/15	Race
Lauder Hills	Broward	12/28/15	Disability
Hollywood	Broward	01/21/16	Race, Disability
Lauderdale Lakes	Broward	01/22/16	Disability
Coconut Creek	Broward	01/27/16	Race
Fort Lauderdale	Broward	01/27/16	Familial Status
Coral Springs	Broward	01/29/16	Disability
West Park	Broward	02/03/16	Race, Sex
Davie	Broward	02/03/16	Disability
Hollywood	Broward	02/03/16	Disability
Coral Springs	Broward	02/03/16	Race
Hallandale Beach	Broward	02/10/16	Familial Status
Cooper City	Broward	02/19/16	Religion, Familial Status

Violation City	Violation County	Filing Date	Complaint Bases
Wilton Manors	Broward	02/29/16	Disability
Hallandale Beach	Broward	03/01/16	Disability, Retaliation
Plantation	Broward	03/02/16	Race
Wilton Manors	Broward	03/04/16	Race
Lauderdale by the Sea	Broward	03/23/16	Disability
Fort Lauderdale	Broward	03/23/16	Race, Color, Familial Status, Retaliation
Coral Springs	Broward	03/23/16	National Origin
Cooper City	Broward	03/23/16	National Origin
Margate	Broward	03/28/16	Race, Color, National Origin
Lauderdale by the Sea	Broward	03/28/16	Disability
Weston	Broward	03/28/16	Disability
Hallandale	Broward	04/28/16	National Origin, Familial Status
Davie	Broward	04/28/16	Disability
Hollywood	Broward	04/29/16	Familial Status
Hollywood	Broward	04/29/16	National Origin, Disability
Fort Lauderdale	Broward	05/03/16	Disability
Sunrise	Broward	06/02/16	Disability
Tamarac	Broward	06/03/16	Disability
Deerfield Beach	Broward	06/28/16	National Origin
Pembroke Pines	Broward	06/29/16	National Origin
Davie	Broward	06/29/16	Color, National Origin
Fort Lauderdale	Broward	06/29/16	Race
Sunrise	Broward	07/11/16	Disability
Sunrise	Broward	08/03/16	Disability
Davie	Broward	08/09/16	National Origin
Fort Lauderdale	Broward	08/30/16	Disability
Ft. Lauderdale	Broward	09/07/16	Disability
Hollywood	Broward	09/09/16	National Origin
Parkland	Broward	09/12/16	National Origin, Religion
Coral Springs	Broward	09/12/16	Disability
Deerfield Beach	Broward	09/12/16	Disability
Pembroke Pines	Broward	09/12/16	Disability
Pembroke Pines	Broward	09/12/16	Race, National Origin
Plantation	Broward	09/21/16	Disability
Miramar	Broward	09/21/16	Disability
Pompano Beach	Broward	09/28/16	National Origin
Fort Lauderdale	Broward	10/14/16	Disability
Pompano Beach	Broward	10/27/16	Disability
Hollywood	Broward	11/03/16	Disability
Coral Springs	Broward	11/08/16	Race, National Origin, Familial Status
Fort Lauderdale	Broward	11/09/16	National Origin
Lauderhill	Broward	11/09/16	Disability
Cooper City	Broward	11/16/16	Retaliation
Margate	Broward	11/18/16	Race, National Origin
Fort Lauderdale	Broward	11/23/16	Disability

Violation City	Violation County	Filing Date	Complaint Bases
Deerfield Beach	Broward	12/07/16	Disability
Coconut Creek	Broward	12/07/16	Disability
Dania Beach	Broward	12/16/16	National Origin, Familial Status
Ft. Lauderdale	Broward	01/04/17	Disability
Hallandale Beach	Broward	01/04/17	Disability
Pompano Beach	Broward	01/04/17	Disability
Wilton Manors	Broward	01/23/17	Disability
Plantation	Broward	02/07/17	Sex
Tamarac	Broward	02/08/17	Disability
Davie	Broward	02/13/17	Race
Fort Lauderdale	Broward	02/23/17	Race
Lauderdale Lakes	Broward	02/23/17	Race, National Origin
Weston	Broward	02/23/17	Disability
Pompano Beach	Broward	02/24/17	Disability
Wilton Manors	Broward	03/15/17	Disability, Retaliation
Pompano Beach	Broward	03/21/17	National Origin
Pompano Beach	Broward	03/23/17	National Origin
Pompano Beach	Broward	03/29/17	National Origin
Pompano Beach	Broward	03/30/17	Disability
Pompano Beach	Broward	04/03/17	National Origin
Pompano Beach	Broward	04/06/17	Race, National Origin
Wilton Manors	Broward	04/06/17	Disability
Lauderhill	Broward	04/06/17	Disability, Familial Status, Retaliation
Hollywood	Broward	04/19/17	Race
Cooper City	Broward	04/20/17	Race
Fort Lauderdale	Broward	04/21/17	National Origin
Deerfield Beach	Broward	05/24/17	Disability
Pompano Beach	Broward	06/14/17	Disability
Fort Lauderdale	Broward	06/29/17	Sex
Plantation	Broward	07/07/17	Religion
Coral Springs	Broward	07/25/17	Disability
North Lauderdale	Broward	07/28/17	National Origin, Disability
Lauderdale By The Sea, FL	Broward	07/31/17	Disability
Lauderhill	Broward	08/01/17	Disability
Dania Beach	Broward	08/01/17	Race
Fort Lauderdale	Broward	08/10/17	Disability
Tamarac	Broward	08/15/17	Race, National Origin
Pompano Beach	Broward	08/23/17	Disability
Tamarac	Broward	08/23/17	Race
Fort Lauderdale	Broward	09/06/17	Disability
Fort Lauderdale	Broward	09/29/17	National Origin
Weston	Broward	10/02/17	Disability
Hollywood	Broward	10/03/17	Disability
Pompano Beach	Broward	10/03/17	Disability

Violation City	Violation County	Filing Date	Complaint Bases
Margate	Broward	10/06/17	Disability
Pompano Beach	Broward	10/10/17	Disability
Fort Lauderdale	Broward	10/10/17	Disability
Fort Lauderdale	Broward	10/13/17	Disability
Dania Beach	Broward	10/16/17	Race, National Origin, Disability
Sunrise	Broward	11/14/17	Familial Status
Tamarac	Broward	11/16/17	Race
Dania Beach	Broward	11/16/17	Disability
Hallandale Beach	Broward	11/16/17	Disability
Tamarac	Broward	11/28/17	Disability
Fort Lauderdale	Broward	12/06/17	Disability
Fort Lauderdale	Broward	12/06/17	Race
Tamarac	Broward	12/18/17	Disability
Pompano Beach	Broward	12/18/17	National Origin
Pembroke Park	Broward	12/18/17	Disability
Fort Lauderdale	Broward	12/18/17	Disability
Dania Beach	Broward	12/18/17	National Origin
Sunrise	Broward	12/18/17	Race, Familial Status
Lauderhill	Broward	12/20/17	Disability
Lauderhill	Broward	12/20/17	Disability
Pompano Beach	Broward	12/20/17	Disability
Plantation	Broward	01/29/18	Disability, Familial Status
Hallandale Beach	Broward	01/31/18	National Origin
Tamarac	Broward	02/13/18	Race
Hollywood	Broward	02/13/18	Familial Status
Fort Lauderdale	Broward	02/14/18	Disability
Tamarac	Broward	03/19/18	Disability
Davie	Broward	03/23/18	National Origin, Disability
Hollywood	Broward	03/28/18	National Origin
Margate	Broward	04/09/18	Disability
Fort Lauderdale	Broward	04/10/18	Sex, Familial Status
Hollywood	Broward	04/10/18	National Origin
Lauderhill	Broward	04/10/18	Disability
Fort Lauderdale	Broward	04/11/18	Disability
Miramar	Broward	04/11/18	Race
Pompano Beach	Broward	04/19/18	Disability
Plantation	Broward	05/21/18	Disability
Hollywood	Broward	06/15/18	Disability
Lauderhill	Broward	06/19/18	Disability
Coral Springs	Broward	06/22/18	Disability
Deerfield Beach	Broward	06/25/18	Disability
Coconut Creek	Broward	06/25/18	Race
Hollywood	Broward	06/25/18	Race, National Origin
Tamarac	Broward	06/25/18	National Origin, Religion
Davie	Broward	07/18/18	Disability

Violation City	Violation County	Filing Date	Complaint Bases
Pompano Beach	Broward	08/01/18	Disability
Lauderhill	Broward	08/03/18	Race
Margate	Broward	08/03/18	Race, Disability
Deerfield Beach	Broward	08/08/18	Disability
Coconut Creek	Broward	08/14/18	Disability
Pembroke Pines	Broward	08/23/18	Disability
Plantation	Broward	08/23/18	Disability
Davie	Broward	08/24/18	Disability
Deerfield Beach	Broward	09/07/18	Disability
Fort Lauderdale	Broward	09/19/18	Disability
Pompano Beach	Broward	10/04/18	Disability
Miramar	Broward	10/04/18	Disability
Miramar	Broward	10/05/18	Race
Lauderhill	Broward	10/05/18	Race
Coral Springs	Broward	10/19/18	Race
Tamarac	Broward	10/19/18	Disability
Hollywood	Broward	10/19/18	Race
Oakland Park	Broward	11/01/18	Disability
Lauderdale Lakes	Broward	11/20/18	Disability
Hollywood	Broward	11/20/18	Disability
Pompano Beach	Broward	11/23/18	Race
Pembroke Pines	Broward	11/23/18	Familial Status
Fort Lauderdale	Broward	11/23/18	Disability
Lauderdale Lakes	Broward	11/23/18	Disability
Sunrise	Broward	11/28/18	Race, Retaliation
Deerfield Beach	Broward	12/06/18	National Origin
Deerfield Beach	Broward	12/06/18	Disability
Coral Springs	Broward	12/06/18	Disability
Fort Lauderdale	Broward	12/06/18	Race
Pompano Beach	Broward	12/07/18	Race
Pompano Beach	Broward	12/28/18	Disability
Fort Lauderdale	Broward	01/28/19	Disability
Fort Lauderdale	Broward	01/28/19	Disability, Retaliation
Plantation	Broward	01/28/19	Familial Status
North Lauderdale	Broward	01/28/19	Disability
Deerfield Beach	Broward	01/28/19	Race
Hollywood	Broward	01/28/19	National Origin
Hollywood	Broward	01/28/19	National Origin
Coconut Creek	Broward	01/31/19	Disability
Coral Springs	Broward	02/05/19	National Origin, Familial Status
Pompano Beach	Broward	02/08/19	Disability
Coral Springs	Broward	02/20/19	Disability
Pompano Beach	Broward	02/22/19	Disability
Fort Lauderdale	Broward	02/26/19	Familial Status
Pembroke Pines	Broward	02/28/19	Race

Violation City	Violation County	Filing Date	Complaint Bases
Wilton Manors	Broward	02/28/19	Disability
Coral Springs	Broward	02/28/19	Race
Oakland Park	Broward	02/28/19	Race, National Origin, Familial Status
Margate	Broward	04/01/19	Retaliation
Hollywood	Broward	04/10/19	Disability
Sunrise	Broward	04/11/19	Disability
Plantation	Broward	04/11/19	Disability
Wilton Manors	Broward	04/11/19	Race
Lauderhill	Broward	04/11/19	Disability
Coral Springs	Broward	04/19/19	Disability
Fort Lauderdale	Broward	05/16/19	Sex
Fort Lauderdale	Broward	05/16/19	National Origin, Religion
Hollywood	Broward	06/05/19	Disability
Fort Lauderdale	Broward	06/10/19	Race, Disability
Hallandale Beach	Broward	06/12/19	Race, National Origin
Pompano Beach	Broward	06/20/19	Disability, Familial Status
Margate	Broward	06/20/19	Disability
Lauderhill	Broward	07/10/19	National Origin
Coconut Creek	Broward	07/17/19	Race
Margate	Broward	07/17/19	Disability
Lauderhill	Broward	07/17/19	Race, Retaliation
Miramar	Broward	08/08/19	Race, National Origin
Tamarac	Broward	08/08/19	National Origin
Fort Lauderdale	Broward	08/08/19	Disability
Davie	Broward	08/08/19	Disability
Fort Lauderdale	Broward	08/21/19	Sex, Disability, Retaliation
Fort Lauderdale	Broward	08/21/19	Disability
Pompano Beach	Broward	08/23/19	Disability
Margate	Broward	08/23/19	Disability
Dania	Broward	08/29/19	Disability
Hollywood	Broward	08/29/19	National Origin
Weston	Broward	08/29/19	Disability
Miramar	Broward	09/05/19	Race
Margate	Broward	09/05/19	National Origin
Deerfield Beach	Broward	10/08/19	National Origin
Dania	Broward	10/15/19	Race, National Origin
Tamarac	Broward	10/17/19	Disability
Deerfield Beach	Broward	10/17/19	Familial Status
Hallandale Beach	Broward	10/17/19	Disability
Davie	Broward	10/21/19	National Origin
Sunrise	Broward	10/22/19	National Origin, Disability
Hallandale Beach	Broward	11/21/19	National Origin
Lighthouse Point	Broward	11/21/19	Disability
Deerfield Beach	Broward	11/25/19	Familial Status
Lauderhill	Broward	11/30/19	Race

Violation City	Violation County	Filing Date	Complaint Bases
West Park	Broward	12/13/19	Disability
Tamarac	Broward	12/13/19	Disability
Tamarac	Broward	12/13/19	Disability
Lauderhill	Broward	12/27/19	National Origin
Fort Lauderdale	Broward	01/15/20	Race, Sex, Disability
Sunrise	Broward	01/17/20	Race, Retaliation
Deerfield Beach	Broward	01/17/20	Disability
Hallandale Beach	Broward	01/17/20	Disability, Retaliation
Fort Lauderdale	Broward	01/17/20	Disability
Miramar	Broward	01/23/20	Familial Status
Tamarac	Broward	02/04/20	Disability
Fort Lauderdale	Broward	02/07/20	Retaliation
Lauderdale Lakes	Broward	02/07/20	Race, National Origin
Fort Lauderdale	Broward	02/07/20	Disability
Fort Lauderdale	Broward	02/07/20	Disability
Fort Lauderdale	Broward	02/07/20	Religion, Disability
Pompano Beach	Broward	02/07/20	Disability
Tamarac	Broward	02/27/20	Familial Status
Sunrise	Broward	03/06/20	Disability
Lauderdale Lakes	Broward	03/12/20	Disability
Lauderhill	Broward	03/19/20	Race
Fort Lauderdale	Broward	03/19/20	Disability
Fort Lauderdale	Broward	03/19/20	Disability
Deerfield	Broward	03/25/20	Disability
Hillsboro Beach	Broward	03/26/20	Disability
Oakland Park	Broward	03/30/20	Disability
Miramar	Broward	03/30/20	Familial Status
Fort Lauderdale	Broward	04/02/20	Disability
Sunrise	Broward	04/02/20	National Origin
Fort Lauderdale	Broward	04/02/20	Disability
Deerfield Beach	Broward	04/07/20	Disability
Lauderhill	Broward	04/08/20	Race
Lauderdale Lakes	Broward	04/14/20	Race, Disability, Retaliation
Hollywood	Broward	04/15/20	Disability
Tamarac	Broward	04/16/20	Familial Status
Hollywood	Broward	04/16/20	Disability
Hallandale Beach	Broward	04/20/20	Familial Status

Source: HUD

Review of Previous Impediments

Current Analysis of Impediments to Fair Housing Choice

1. Lack of Knowledge of Fair Housing Protections and Redress under Fair Housing Laws
2. Although overall levels of segregation have steadily decreased since 1980, the housing market continues to be segregated at a high level.
3. Limited funding availability to meet the growing need for affordable housing opportunities
4. Violations of federal, state, and local fair housing laws in the jurisdiction, with a significant increase in discrimination against persons with disabilities
5. Fair and Equal Lending Disparities

Recommended Guidance to Address Prior Barriers

The Affordable Housing Advisory Committee (AHAC) provided several recommendations to the Board of County Commission in 2017 to help eliminate some of the barriers to affordable housing. These recommendations have served as direct guidance on the County's established and improving housing policy and use of federally funded programs. The recommendations are as follows:

- Standardize terms of SHIP Mortgages/Notes.
- Creation of Broward County generated Dedicated Revenue Source to be deposited into a dedicated affordable housing trust fund to be administered by the County.
- Preserve Tax Exemption for Affordable Housing, such as, tax exempt multifamily housing bonds programs.
- Establish a Community Land Trust Initiative [CLT] strategy in the Local Housing Assistance Plan.
- Broward County Board of County Commissioners should advocate for a more appropriate and larger receipt of funds to be returned to the Broward County Affordable Housing Trust Fund based on the need of the County.
- Repurpose Vacant Buildings for affordable housing; sell land
- The BOCC to approve revenue from other and additional revenue sources, such as expiring Community Redevelopment Agencies, Tax Increment Financing [TIF] funds. These revenues to be placed in the Broward County Affordable Housing Trust Fund Account to be used strictly for the development of affordable housing units and to sustain existing affordable housing units in Broward County.

- Mandate legislative action to prohibit the raiding of the Sadowski Housing Trust Fund to allow funding as in the original intent of the Act.
- Support changes to the Florida Housing Finance Corporation rules governing the Low-Income Housing Tax Credit Program to increase Broward County's potential tax credit allocations in the Annual Action Plan 2018 OMB Control No: 2506-0117 (exp. 06/30/2018) 51 State issued Request for Application.
- Increase the Landlord Registration and Rental Property Inspections Program fee from \$75.00 to \$150.00 [similar to fees charged by municipalities throughout Broward County].
- Improve the Bonus Density Program in the Broward County Land Use Plan to increase its effectiveness and generate additional affordable housing units.
- Support the modification of Broward County Charter to reduce timeframes for processing small scale Broward County Land Use Plan map amendments to facilitate affordable housing.
- Encourage Broward County municipalities to expedite affordable housing projects through their land development regulations, (for example through zoning, bonus densities, more flexible units, further parking reductions, impact fee waivers, and expediting permit review) to further affordable housing.

Fair Housing Related Impediments and Recommendations

This Analysis of Impediments to Fair Housing Choice is an examination of barriers to fair housing choice and outlines specific actions to address these barriers in Broward County and the cities that are part of the HOME Consortium as well as the Cities of Tamarac, Coral Springs, Margate, Deerfield Beach, Sunrise, Lauderdale, Plantation, Davie, Pembroke Pines, Miramar and Coconut Creek. The impediments to fair housing choice are presented in three categories:

- Fair Housing-Related Impediments
- Affordable Housing-Related Impediments
- Fair Housing Action Plan

Fair Housing-Related Impediments

Impediment 1: Displacement of Minorities Due to Gentrification

In Broward County, there were 44 census tracts found to have experienced minority displacement from gentrification. While gentrification can have a major impact on economic growth and the social landscape of a county, it often displaces low-income minority communities pushed out of the areas their families have lived in, sometimes for generations. It is important for Broward County's local communities to mitigate the potential negative aspects that often come with gentrification.

Impediment 2: Income Inequality Between Race or Ethnicity

In Broward County, race or ethnicity is correlated with income. Two groups report a median household income (MHI) greater than the countywide rate: White and Asian households. Black households have the lowest MHI, over \$10,000 less than the median and \$16,000 less than White households. Addressing this inequality needs to be a component in the allocation of public housing funds wherever possible.

Affordable Housing-Related Impediments

Impediment 3: Decline in Household Purchasing Power

Since 2010, the purchasing power as measured by household income in the County has decreased by 3% for a family earning the median household income. This is a larger decrease than the statewide decline of 2.3%. There are only two cities in the Consortium that saw the purchasing power of their residents increase: Coconut Creek and Tamarac. The largest drop in purchasing power was in the City of Margate followed by the City of Coral Springs. These declines resulted

in a decline of household's ability to afford, rent and/or purchase housing.

Impediment 4: High Percentage of Renters are Cost Burdened

Renters are, by far, the most cost burdened group in the County. Over 61% of renters are cost burdened, and 51% of renters pay 35% or more of their income to housing costs. Homeowners have a significantly lower cost burden rate, but there are still households within the County that lack the income necessary for economic security.

Impediment 5: Increased Rate of Poverty

As the decline in purchasing power reflects in Broward County, the poverty rate has increased from 12.3% to 13.5% between 2010 and 2018. The City of Pembroke Pines had the largest change in poverty rate, growing from 6.4% to 9.4%, or nearly 50% growth. Only three cities reported a decrease in poverty: Coconut Creek, Margate, and Tamarac.

Impediment 6: Funding Shortage for New and Existing Affordable Housing

Despite creation and funding the Broward County Affordable Housing Trust Fund, there remains a shortage of funding to address affordable housing demand. For example, Home Funds still leave gaps in services for homeless services, and the awarding of Low-Income Housing Tax Credits (LITHC) is limited to two projects per year in Broward County by the State of Florida. Compounding this need is the fact that financing the preservation of affordable housing projects is increasingly difficult from private institutions. This factor places more demand for funding support from local communities and public agencies.

Fair Housing Action Plan

Several of these recommended fair housing actions have been initiated by the County and some of the municipal jurisdictions within Broward County. The most common practices among the cities and towns affordable housing policies are:

1. Expedited permitting for affordable housing projects;
2. Participation in the Broward County Home Buyer Assistance program; and
3. Offering housing rehabilitation loans.

All Broward County municipal jurisdictions are recommended to embrace these practices for the benefit of supporting affordable housing; encouraging home ownership among lower income households; and maintaining the quality of their city's housing stock.

The following Tables "Fair Housing Actions Matrix" identify those cities, towns and villages where specific housing policies have been adopted. Because of the number of local jurisdictions in this analysis and the diversity of affordable housing practices, the most predominant policies are summarized in two tables.

- Table X-1 indicates funding and financial-related housing incentive programs and administrative practices that directly contribute to stimulating or expanding the development of affordable housing. The most widely utilized incentives for affordable housing offered by Broward County and the Consortium Cities are the Broward County Home Buyer Assistance Program (20 jurisdictions) followed by 12 jurisdictions that provide expedited residential permitting processing; and
- Table X-2 lists those most frequently practiced land use policies that support or incentivize increased affordable housing. The City of Lauderhill offers the most financial incentives to support affordable housing among the County's local jurisdictions. The Town of Davie currently provides the widest range of land use policies to encourage new residential investment.

A check ✓ by the jurisdiction indicates those affordable housing actions or related policies that are in place. It is important to note and recommended that several of the consortium cities either update their local affordable housing plan and/or the housing policies adopted as part of the jurisdiction's Comprehensive Plan.

Table X-1 – Fair Housing Actions Matrix: Financial Incentives and Administrative Measures

City, Town or Village (a)	Inventory and/or Offer Public Lands	Provide Expedited Permitting	Modified or Waive Impact or other Fees	Direct Florida SHIP Funding Recipient (b)	Offer Housing Rehabilitation Loans	BC Home Buyer Assistance Program
Broward County	✓	✓	✓	✓	✓	✓
Coconut Creek	✓			✓		
Cooper City		✓				✓
Coral Springs		✓	✓	✓		
Dania Beach		✓			✓	✓
Davie				✓		✓
Deerfield Beach		✓		✓	✓	✓
Hallandale Beach	✓		✓		✓	✓
Hillsboro Beach						✓
Lauderdale Lakes						
Lauderdale-by-the-Sea						✓
Lauderhill	✓	✓	✓	✓	✓	
Lazy Lake						✓
Lighthouse Point	✓	✓				✓
Margate				✓	✓	✓
Miramar	✓	✓		✓		
North Lauderdale					✓	✓
Oakland Park		✓				✓
Parkland			✓			✓
Pembroke Park						
Pembroke Pines	✓	✓		✓		✓
Plantation				✓	✓	✓
Southwest Ranches						✓
Sunrise	✓			✓		
Tamarac		✓	✓	✓	✓	
West Park						✓
Wilton Manors		✓	✓			✓
Number of Participating Jurisdictions	8	12	7	12	9	19

The following table summarizes the eight most widely utilized land use policies by jurisdiction that encourage and support new affordable housing investment.

Table X-2 – Fair Housing Actions Matrix: Land Use Policies

FAIR HOUSING LAND USE POLICY:								
City, Town or Village (a)	Allow Flexibility in Housing Density	Develop Housing at Strategic Locations	Reduce Parking & Setback Standards	Allow Flexible Residential Lot Design	Modified Street Requirements for A. Housing	Support Accessory Dwelling Units	Encourage Mixed Use with Housing	Support County's Bonus Density Program
Broward County	✓	✓	✓	✓		✓	✓	✓
Coconut Creek	✓	✓	✓	✓	✓			
Cooper City							✓	
Coral Springs	✓		✓					
Dania Beach							✓	
Davie	✓	✓		✓	✓	✓	✓	✓
Deerfield Beach								
Hallandale Beach								✓
Hillsboro Beach	✓			✓			✓	
Lauderdale Lakes		✓					✓	✓
Lauderdale-by-the-Sea								
Lauderhill	✓		✓	✓	✓	✓		
Lazy Lake								
Lighthouse Point								✓
Margate								
Miramar	✓	✓		✓	✓	✓	✓	✓
North Lauderdale								
Oakland Park							✓	✓
Parkland	✓	✓				✓	✓	
Pembroke Pines	✓	✓						
Plantation								
Sunrise		✓	✓				✓	✓
Tamarac		✓	✓					
Wilton Manors	✓	✓	✓					
Number of Participating Jurisdictions	10	10	7	6	4	5	10	8

While each of these financial, administrative and land use policies and practices play a role in encouraging affordable housing opportunities to Broward County residents or home builders, it is also recommended that all Consortium cities and towns participate and/or enact and implement the following fair housing actions to further expand affordable housing opportunities.

Action 1: Expand Dedicated Public Funding and Leverage Private Resources to Increase Affordable Housing Opportunities.

There exist a wide range of existing and potential funding mechanisms in Broward County that need continued financial support from the County, City, private and nonprofit sectors including but not limited to:

- a. Supporting Broward County's continued allocation of public funding towards the Broward County Affordable Housing Trust Fund.
- b. Expanding the resources allocated to the Broward County Housing Finance Agency to encourage its development and construction of dwelling units affordable to lower income households.
- c. Supporting the allocation of Community Redevelopment Agency (CRA) funding for affordable housing.
- d. Supporting policies that address flexible sources of "gap financing" for affordable housing, especially second mortgage programs.
- e. Expanding local funding and access to the Housing Finance Authority Mortgage Credit Certificate Program to help reduce home loan financing costs for qualified homeowners. This valuable program entitles recipients to a federal income tax credit in an amount of up to \$2,000 annually and each year they continue to live in the home financed under the program.
- f. Supporting the partnership between Broward County and South Florida Community Land Trust.

Action 2: Promote Municipal Enactment of County Land Use Code Affordable Housing Incentives.

The 2019 amendment to the County's land use code that encourages affordable housing construction on commercial sites near major roads should be promoted and enacted by County municipalities. This change requires affordable housing where located in certain high traffic areas allowing developers a financial incentive from Broward County in return for an increase in revenue from the County's transportation sales tax.

Action 3: Expand Housing Counseling.

Support foreclosure counseling workshops by HUD certified agencies and local banks and encourage local funding of foreclosure counseling/assistance programs and homebuyer education courses. This action includes expanding foreclosure protection and prevention workshops, seminars and information through the Broward County Human Rights Section to reduce the number of families at or near poverty levels. These seminars should also be offered

to current homeowners to ensure those at risk of losing their home can be assisted, educated and prevent foreclosure that could lead to homelessness.

Action 4: Offer Local Incentives for Affordable Housing in Opportunity Zones.

Explore financial and zoning incentives for the development of affordable rental housing on high density Opportunity Zone properties such as expanding fee waivers and bonus densities.

Action 5. Expand Support for Homeless Service Providers and Homeless Housing Opportunities.

It is important to continue to engage in public education to help residents understand the costs associated with an undersupply of affordable housing. Expanding outreach programs is a key component of helping homeless persons in making a transition into permanent housing.

The County and its cities should continue to expand the development of permanent supportive housing units. Through partnerships, the County could ensure that there is enough year around shelter space and permanent supportive housing options so that chronic or temporarily homeless persons are safely sheltered and receiving needed services. This requires Broward County and its municipalities to continue to support, if not increase support, to the Broward County Homeless Initiative Partnership in their effort to improve coordination between homelessness service providers.

Action 6. Encourage Employer Assisted Housing.

The County and its local jurisdictions should initiate an Employee Housing Assistance program for public employees in education and local government. This approach offers a combination “Housing Allowance Cafeteria Plan” that includes benefits that may be utilized for housing down payment assistance; phased forgivable loans tied to tenure; rental allowances and/or other cafeteria benefits incorporating housing support for public sector employees (c, d).

Action 7. Expand Public Education Regarding Fair Housing Practices:

It is critical to increase public awareness regarding rights and responsibilities under fair housing laws. The County and local nonprofits need to continue to educate and make realtors, bankers, and landlords aware of discriminatory housing policies and to promote fair housing opportunities for all County residents. These efforts should also include improving knowledge and awareness of the Fair Housing Act; related housing and discriminatory laws and regulations; and continue to educate and make residents more aware of their rights under the Fair Housing Act and the Americans with Disabilities Act (ADA).

Action 8: Provide Tenant Information and Adopt Eviction Assistance Measures.

It is recommended that Broward County prepare materials to inform tenants of their tenant rights. Many communities around the country have instituted programs that seek to address housing evictions in their communities such as Landlord/Tenant Handbooks that explain the rights and responsibilities of both the landlord and tenant; guidelines when entering into a new

lease; tips for tenants and landlords; and information on the eviction process. Broward County should also take formal action to prohibit discrimination by landlords against any applicants who use federal vouchers for housing.

Action 9: Modify Construction and Rehabilitation Codes.

The County and its cities, in cooperation with the Broward County Builder Officials and the local chapter of the Florida Home Builders Association, should identify and allow innovative construction methods that include new plumbing or electrical techniques that can contribute to lowering the cost of new housing. Also, allowing flexibility in rehabilitation codes can occur while maintaining protection of health and safety. These reforms can stimulate the rehabilitation and/or conversion of buildings to affordable housing.

Action 10: Promote Municipal Enactment of County Land Use Code Affordable Housing Incentives.

The 2019 amendment to the County's land use code that encourages affordable housing construction on commercial sites near major roads should be promoted and enacted by County municipalities. The change requires affordable housing if located in certain high traffic areas allowing developers a financial incentive from Broward County in return for an increase in revenue from the County's transportation sales tax. This action is a step towards enacting a more comprehensive model inclusionary zoning ordinance for Broward County local jurisdictions to follow.

Action 11: Increase the effectiveness of local fair housing ordinances through stronger code enforcement mechanisms.

Several of the County's jurisdictions lack comprehensive residential code enforcement staff. Strengthening these efforts will better enable these cities to maintain their existing affordable housing supply.

References:

(a) Sources:

Broward Housing Council Annual Report 2017-18; Work Plan 2020
Coconut Creek LHAP 2017
Cooper City Comprehensive Plan 2008
Coral Springs Affordable Housing Advisory Committee Report 2015
Dania Beach Housing Element 2009
Davie Comprehensive Plan Land Use Element
Deerfield Beach LHAP 2019
Hallendale Beach Housing Element of the Comprehensive Plan 2018
Hillsboro Beach Comprehensive Plan 2018
Lauderdale by the Sea Comprehensive Plan 2011
Lauderdale Lakes Comprehensive Plan 2011
Lauderhill Annual Action Plan 2019
Lighthouse Point Comprehensive Plan 2011
Margate Action Plan 2018
Miramar LHAP 2019
North Lauderdale Resident Grant Opportunities 2019
Oakland Park Comprehensive Plan Revised 2019
Parkland Land Comprehensive Plan Housing Element 2016
Pembroke Pines LHAP 2018
Sunrise Annual Action Plan 2018 - 2019

- (b) SHIP (State Housing Initiatives Partnerships) funds offer several approaches that support home ownership and housing redevelopment
- (c) Park City Municipal Employee Benefit Plan” <https://www.parkcity.org/about-us/working-for-pcmc>
- (d) City of Solvang Offers Cafeteria Plan” <https://www.cityofsolvang.com/DocumentCenter/View/70/Full-Time-Employee-Benefit-Information-PDF?bidId>

Conclusion

As this Analysis of Impediments to Fair Housing Choice has identified, Broward County and the Broward County HOME Consortium to face various challenges in their pursuit to achieve the goal of affirmatively furthering fair housing choice. In collaboration with the community residents, housing stakeholders, and the numerous non-profit and for-profit partners, the County and Consortium jurisdictions can build on recent improvements, local strengths, and opportunities to increase fair housing choice moving forward. The Fair Action Plan included in this AI can serve as an easily understandable roadmap – for both policymakers and the public – in order to focus efforts and advance fair housing choice in the near future.

Appendices

Appendix A - City Data

Appendix B - Four-Factor Analysis for Limited English Proficiency Persons

Appendix A – City Data

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Coconut Creek – Data Tables

Community Profile

Table: Age – 2010 to 2018

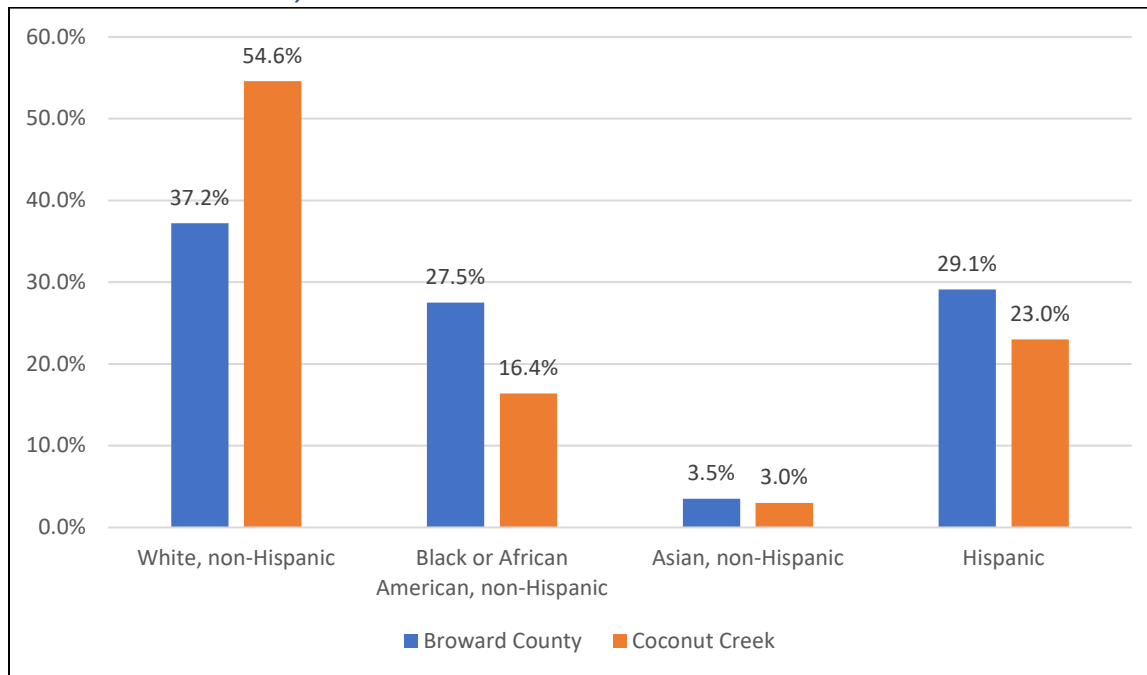
Age Cohort	2010		2018	
	Number	Percent	Number	Percent
Under 5 years	2836	5.5%	3653	6.0%
5 to 9 years	2,732	5.3%	3,277	5.5%
10 to 14 years	3,370	6.5%	3,781	6.3%
15 to 19 years	3,172	6.2%	3,482	5.8%
20 to 24 years	2,098	4.1%	3,525	5.9%
25 to 34 years	6,403	12.4%	7,812	13.0%
35 to 44 years	8,312	16.1%	8,238	13.7%
45 to 54 years	7,381	14.3%	8,263	13.8%
55 to 59 years	2,589	5.0%	4,217	7.0%
60 to 64 years	2,344	4.5%	2,953	4.9%
65 to 74 years	3,340	6.5%	5,181	8.6%
75 to 84 years	4,303	8.3%	3,477	5.8%
85 years and over	2,660	5.2%	2,138	3.6%
Median Age	41.3	(X)	40.2	(X)
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP05)				

Table: Race and Ethnicity

	Broward County		Coconut Creek	
	Number	Percentage	Number	Percentage
White alone	1,354,542	70.9%	32,746	54.6%
Black or African American alone	524,739	27.5%	9,861	16.4%
American Indian and Alaska Native alone	3,188	0.2%	7	0.0%
Asian alone	67,313	3.5%	1,798	3.0%
Native Hawaiian/Other Pac Islander alone	946	0.0%	63	0.1%
Some other race alone	10,121	0.5%	546	0.9%
Two or more races	37,797	2.0%	1,192	2.0%
Hispanic or Latino (of any race)	554,609	29.1%	13,784	23.0%

Data Note: Numbers should come from the cells in the “Hispanic or Latino and Race” section and not from the “Race” section. This will remove Hispanic residents from the other race groups and provide a more accurate picture of the jurisdiction’s demographics.

Chart: Race and Ethnicity



Source: 2014-2018 American Community Survey 5-Year Estimates (B03002)

Table: Disability Characteristics

	Broward County		Coconut Creek	
	With a Disability	Without a Disability	With a Disability	Without a Disability
Population Age 16 and Over	195,466	1,341,197	Not available	Not available
Employed	21.5%	67.7%	Not available	Not available
Not in Labor Force	74.8%	27.8%	Not available	Not available
Median Earnings	\$22,429	\$32,105	Not available	Not available
Below the Poverty Level	19.3%	11.2%	Not available	Not available

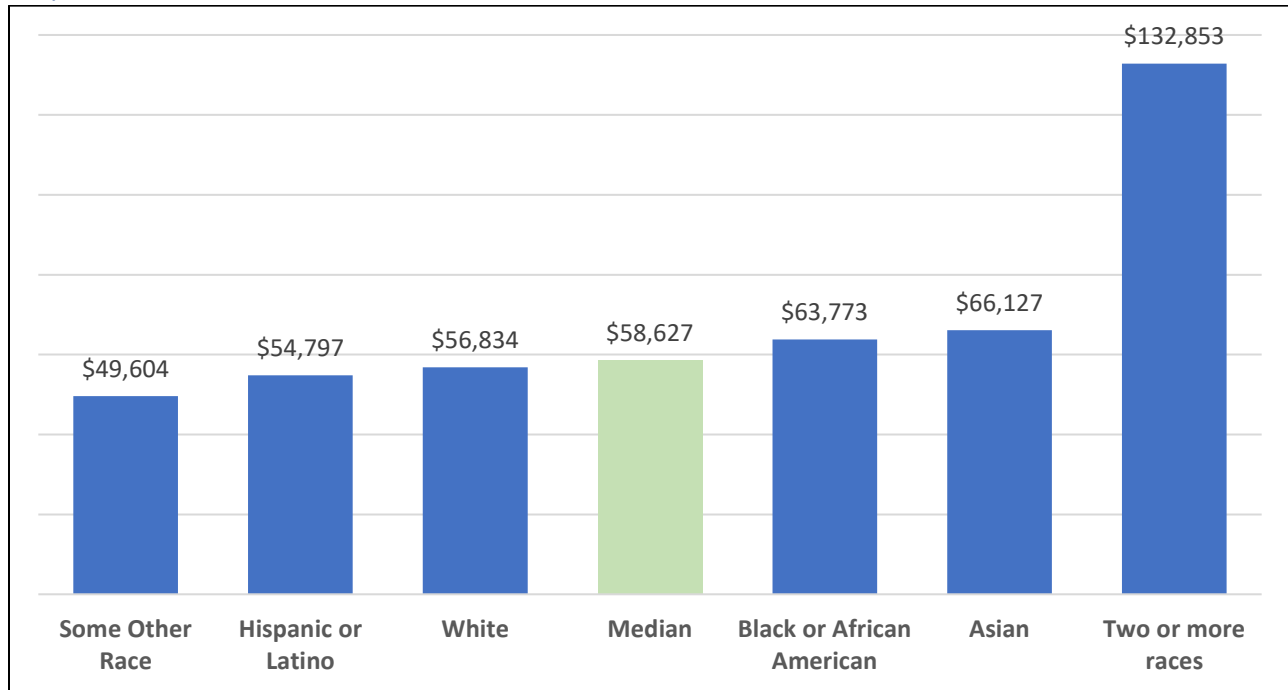
Source: 2014-2018 ACS 5-Yr Estimates (S1811)

Table: Comparison of Veterans and Non-Veterans

	Veterans	Non-Veterans
Population Over 18 Years Old	3025	43966
Median Income	\$34,971	\$33,722
Labor Force Participation Rate	86.5%	83.1%
Unemployment Rate	0.0%	5.5%
Below Poverty in the Past 12 Months	140	3442
With Any Disability	805	5609

Source: 2014-2018 ACS 5-Yr Estimates (S2101)

Graph: Income and Race



Data Source: 2014-2018 American Community Survey 5-Yr Estimates (S1903)

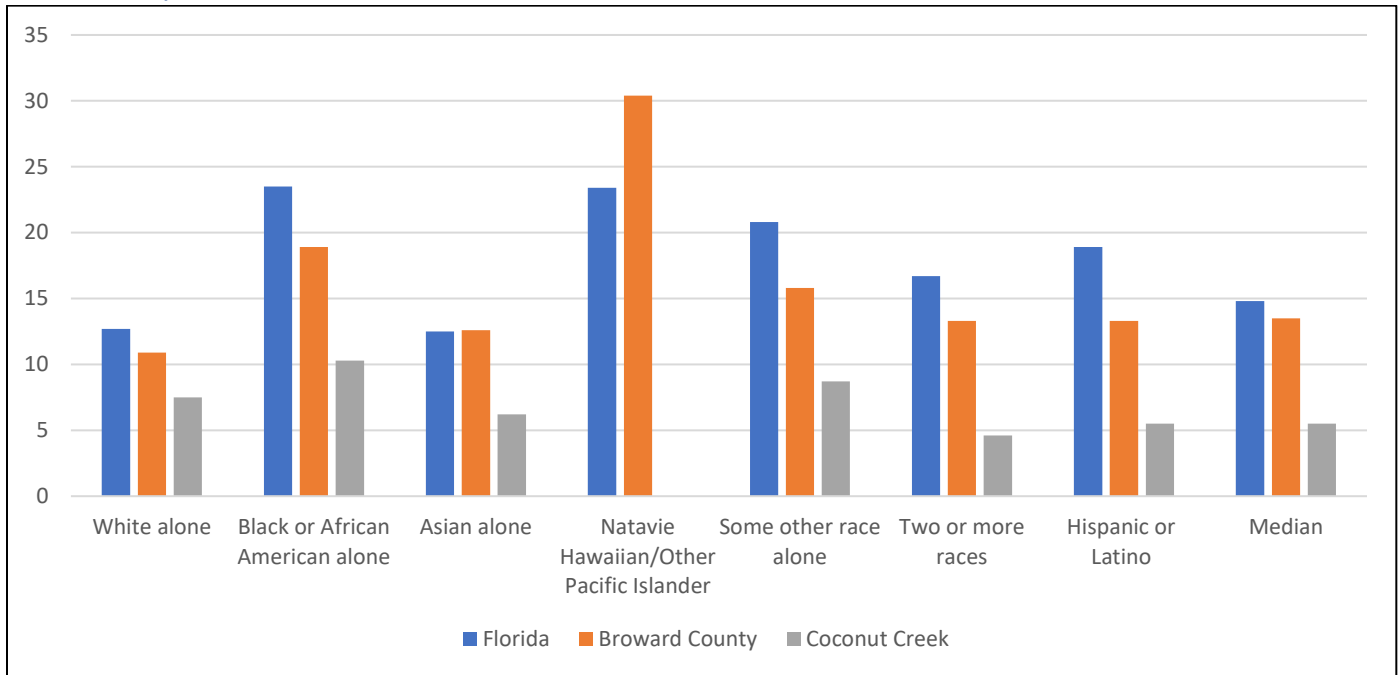
Note: Groups with a small sample size and large margin of error were removed from this visualization.

Table: Monthly Housing Costs

	Homeowners with a Mortgage		Homeowners without a Mortgage		Renters	
	Number	Percentage	Number	Percentage	Number	Percentage
Less than 20%	2,713	31.80%	3,384	52.20%	1,727	21.60%
20.0 to 24.9%	1,427	16.70%	659	10.10%	1,030	12.90%
25 to 29.9%	919	10.80%	497	7.70%	928	11.60%
30 to 34.9%	796	9.30%	374	5.80%	752	9.40%
35% or more	2,675	31.40%	1,580	24.30%	3,548	44.40%
Total Cost Burdened	3,471	40.70%	1,954	30.10%	4,300	53.80%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Chart: Poverty and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1701)

Table: Commuting Methods

	Florida	Broward County	Coconut Creek
Total Workers (16 Years and Older)	9,140,393	931,338	29,735
Car, truck, or van	88.6%	88.9%	92.4%
Drove alone	79.4%	79.9%	81.9%
Carpooled	9.2%	8.9%	10.5%
Public transportation (excluding taxicab)	1.9%	2.6%	1.5%
Walked	1.4%	1.2%	0.7%
Bicycle	0.6%	0.6%	0.3%
Taxicab, motorcycle, or other means	1.6%	1.6%	0.8%
Worked at home	5.8%	5.0%	4.3%
Source: 2014-2018 ACS 5-Yr Estimates (S0801)			

Table: Commute Time

	2010	2018	% Change
Workers 16 Years and Older (did not work at home)	23,943	28,450	18.8%
Less than 10 minutes	7.9%	5.7%	-27.8%
10 to 29 minutes	48.9%	55.9%	14.3%
30 to 59 minutes	39.5%	38.4%	-2.8%
60 or more minutes	3.7%	5.7%	54.1%
Mean travel time to work (minutes)	25.2	27.9	10.7%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (S0801)			

Housing Profile

Table: Property Type in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
1-unit, detached structure	8,003	30.6%	7,331	26.9%
1-unit, attached structure	1,768	6.8%	1,823	6.7%
2 units	267	1.0%	375	1.4%
3 or 4 units	1,410	5.4%	1,561	5.7%
5-9 units	3,123	12.0%	3,439	12.6%
10-19 units	3,034	11.6%	3,346	12.3%
20 or more units	7,189	27.5%	8,025	29.4%
Mobile Home	1,335	5.1%	1,394	5.1%
Boat, RV, Van, Etc.	0	0.0%	0	0.0%
Total	26,129	100%	27,294	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Unit Size

	2010		2018	
	Number	Percentage	Number	Percentage
No bedroom	101	0.4%	596	2.2%
1 bedroom	2,485	9.5%	2,551	9.3%
2 bedrooms	13,256	50.7%	13,258	48.6%
3 bedrooms	7,363	28.2%	7,981	29.2%
4 bedrooms	2,599	9.9%	2,723	10.0%
5 or more bedrooms	325	1.2%	185	0.7%
Total	26,129	100%	27,294	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Year Unit Built

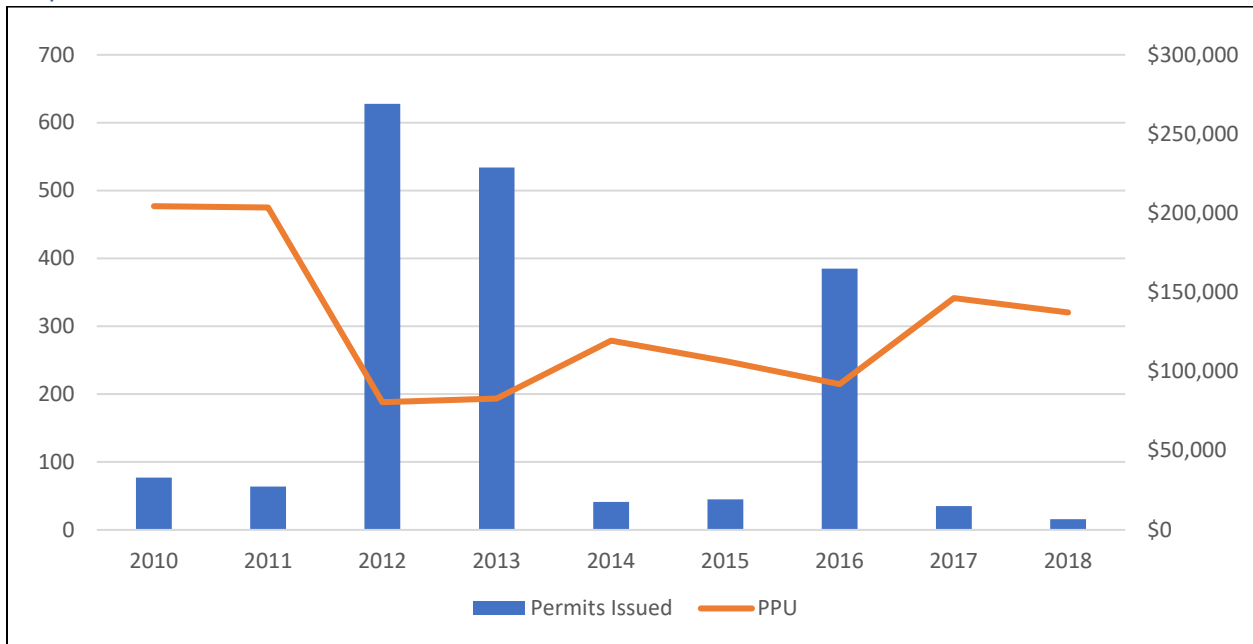
	Florida		Broward County		Coconut Creek	
	Number	Percentage	Number	Percentage	Number	Percentage
Built 2010 or Later	412,422	4.4%	20,597	2.5%	1099	4.10%
Built 2000 to 2009	1,841,784	19.7%	87,192	10.6%	3,552	13.0%
Built 1990 to 1999	1,601,928	17.1%	133,067	16.2%	7,089	26.0%
Built 1980 to 1989	1,907,366	20.4%	151,729	18.5%	9,726	35.6%
Built 1970 to 1979	1,671,892	17.9%	218,272	26.6%	4,760	17.4%
Built 1960 to 1969	856,245	9.2%	121,051	14.7%	727	2.7%
Built 1950 to 1959	662,846	7.1%	73,811	9.0%	225	0.8%
Built 1940 to 1949	192,250	2.1%	9,284	1.1%	79	0.3%
Built 1939 or earlier	201,956	2.2%	6,085	0.7%	37	0.1%
Total	9,348,689	100%	821,088	100%	27,294	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

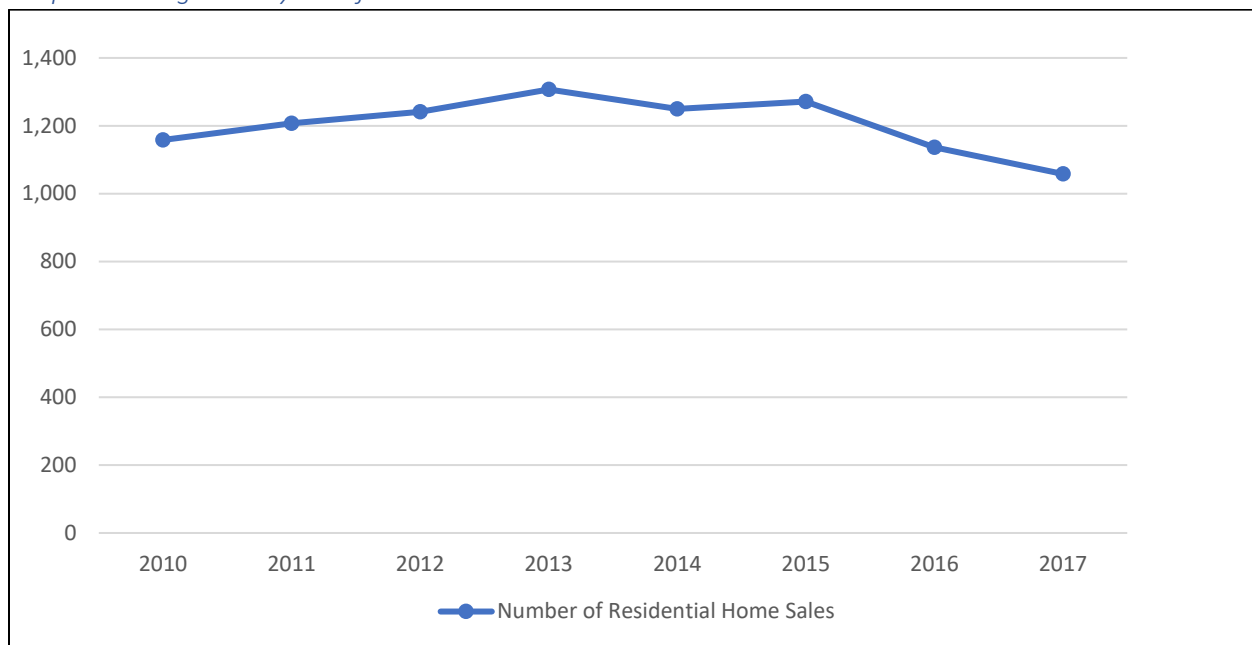
Table: Housing Occupancy in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Total Housing Units	26,129	--	27,294	
Occupied Housing Units	22,028	84.3%	23,526	86.2%
Owner Occupied Units	15,879	72.1%	15,206	64.6%
Renter Occupied Units	6,149	27.9%	8,320	35.4%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

Graph: Price Per Unit and Construction Permits Issued



Graph: Housing Sales by Year from 2010-2017



Source: PolicyMap & Zillow

Table: Housing Costs in 2010 and 2018

	2010	2018	% Change
Median Home Value	\$203,700	\$171,500.00	-15.8%
Median Contract Rent	\$1,197	\$1,423	18.9%

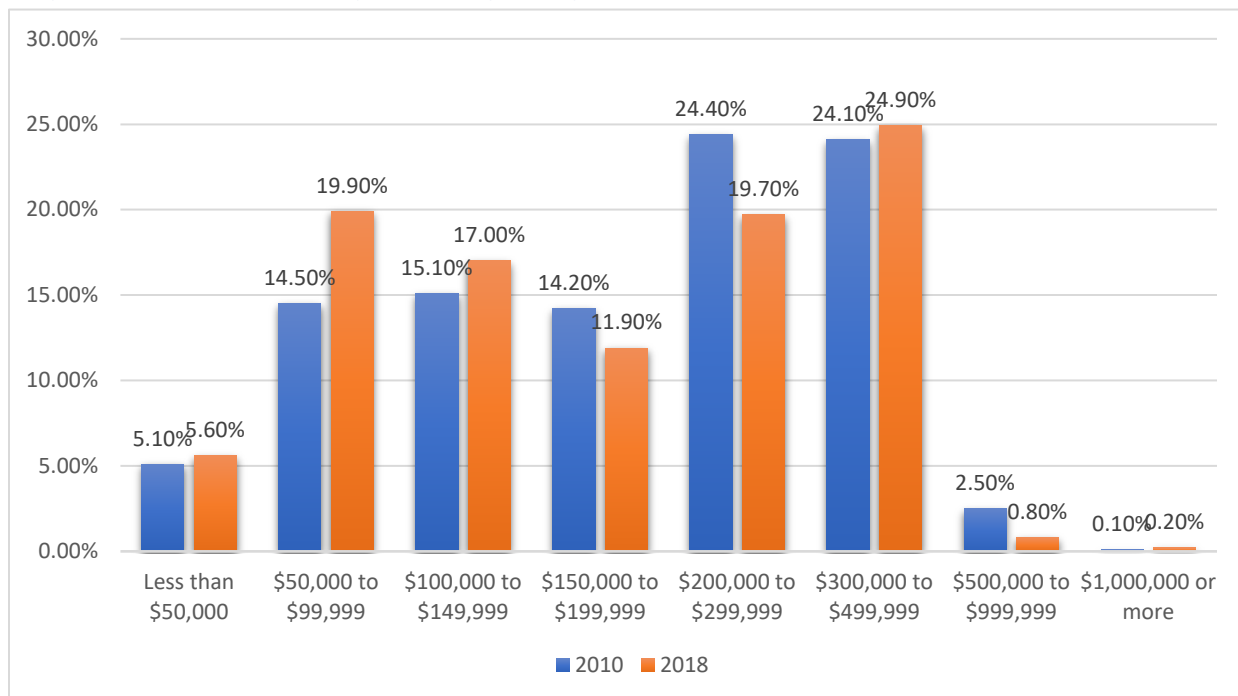
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04, B25058)

Table: Home Value in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$50,000	809	5.1%	858	5.6%
\$50,000 to \$99,999	2,301	14.5%	3,024	19.9%
\$100,000 to \$149,999	2,403	15.1%	2,592	17.0%
\$150,000 to \$199,999	2,256	14.2%	1,813	11.9%
\$200,000 to \$299,999	3,872	24.4%	2,992	19.7%
\$300,000 to \$499,999	3,826	24.1%	3,782	24.9%
\$500,000 to \$999,999	391	2.5%	117	0.8%
\$1,000,000 or more	21	0.1%	28	0.2%
Total Units	15,879	100%	15,206	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Median Home Value by Price Range Comparison, 2010 & 2018



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Median Rent

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$500	76	1.30%	112	1.4%
\$500 to \$999	803	13.70%	708	8.7%
\$1,000 to \$1,499	3,177	54.30%	2,774	33.9%
\$1,500 or more	1,793	30.70%	4,582	56.00%
Total Units	5,849	100%	8,176	100%
No rent paid	300	(X)	144	(X)

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Note: Median Rent is calculated based solely on those renters actually paying rent.

Coral Springs – Data Tables

Community Profile

Table: Age – 2010 to 2018

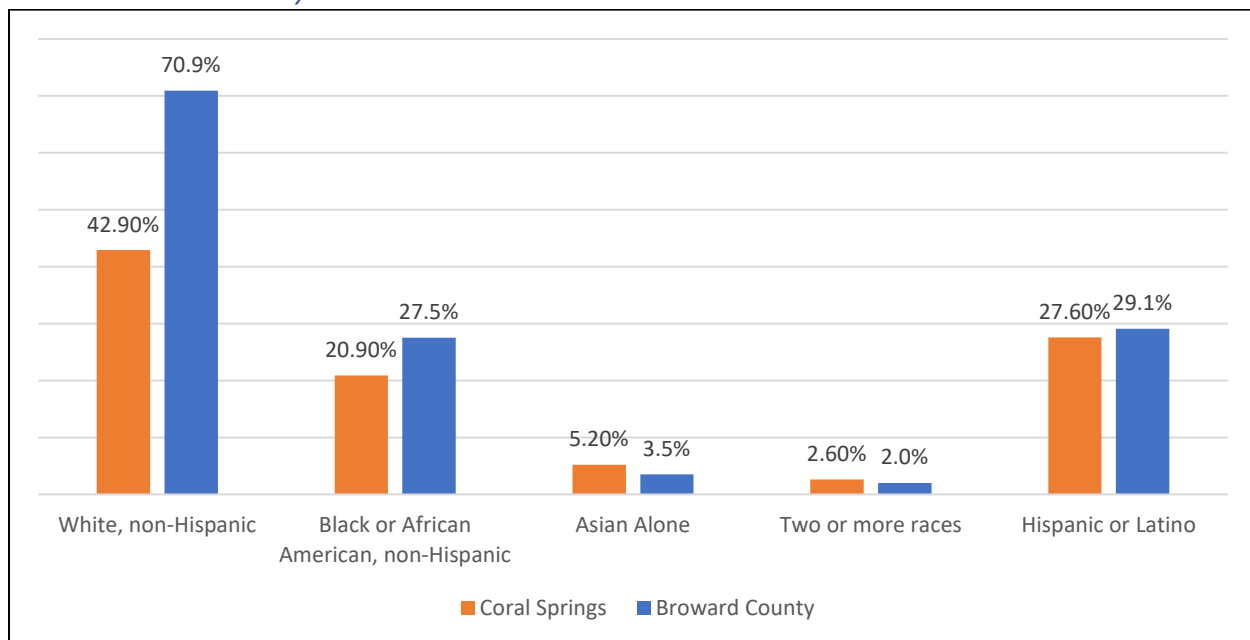
Age Cohort	2010		2018	
	Number	Percent	Number	Percent
Under 5 years	6,629	5.5%	8,335	6.4%
5 to 9 years	8,784	7.3%	8,597	6.6%
10 to 14 years	9,423	7.8%	10,304	7.9%
15 to 19 years	11,074	9.1%	9,977	7.6%
20 to 24 years	8,163	6.7%	8,142	6.2%
25 to 34 years	13,357	11.0%	16,147	12.3%
35 to 44 years	18,851	15.6%	19,354	14.8%
45 to 54 years	21,655	17.9%	19,326	14.7%
55 to 59 years	7,815	6.5%	9,462	7.2%
60 to 64 years	5,936	4.9%	7,246	5.5%
65 to 74 years	4,929	4.1%	9,893	7.5%
75 to 84 years	3,187	2.6%	3,057	2.3%
85 years and over	1,313	1.1%	1,311	1.0%
Median Age	36.6	(X)	37.3	(X)
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP05)				

Table: Race and Ethnicity

	Broward County		Coral Springs	
	Number	Percentage	Number	Percentage
White alone	1,354,542	70.9%	56,226	42.9%
Black or African American alone	524,739	27.5%	27,464	20.9%
American Indian and Alaska Native alone	3,188	0.2%	277	0.2%
Asian alone	67,313	3.5%	6,769	5.2%
Native Hawaiian/Other Pac Islander alone	946	0.0%	12	0.0%
Some other race alone	10,121	0.5%	857	0.7%
Two or more races	37,797	2.0%	3,359	2.6%
Hispanic or Latino (of any race)	554,609	29.1%	36,187	27.6%

Data Note: Numbers should come from the cells in the “Hispanic or Latino and Race” section and not from the “Race” section. This will remove Hispanic residents from the other race groups and provide a more accurate picture of the jurisdiction’s demographics.

Chart: Race and Ethnicity



Source: 2014-2018 American Community Survey 5-Year Estimates (B03002)

Table: Disability Characteristics

	Broward County		Coral Springs	
	With a Disability	Without a Disability	With a Disability	Without a Disability
Population Age 16 and Over	195,466	1,341,197	10,442	91,416
Employed	21.5%	67.7%	29.9%	70.9%
Not in Labor Force	74.8%	27.8%	64.3%	24.4%
Median Earnings	\$22,429	\$32,105	\$30,536	\$35,208
Below the Poverty Level	19.3%	11.2%	15.4%	8.5%

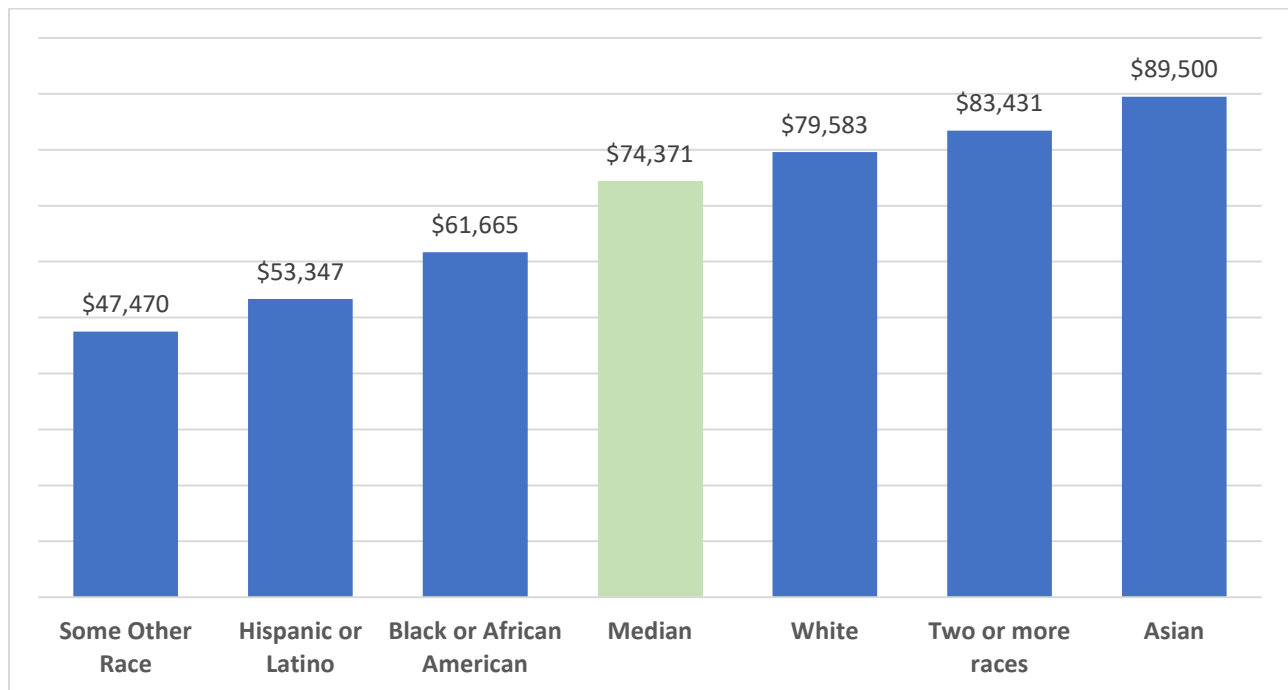
Source: 2014-2018 ACS 5-Yr Estimates (S1811)

Table: Comparison of Veterans and Non-Veterans

	Veterans	Non-Veterans
Population Over 18 Years Old	4805	92321
Median Income	\$49,427	\$31,852
Labor Force Participation Rate	84.3%	81.8%
Unemployment Rate	5.1%	6.4%
Below Poverty in the Past 12 Months	171	8340
With Any Disability	1099	9164

Source: 2014-2018 ACS 5-Yr Estimates (S2101)

Graph: Income and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1903)

Data note 1: Hispanic or Latino (+/- 33,403), Asian (+/- 26,047) and “Some other race” (+/- 47,971) households made up a small number of households and have a high margin of error and should be viewed with caution.

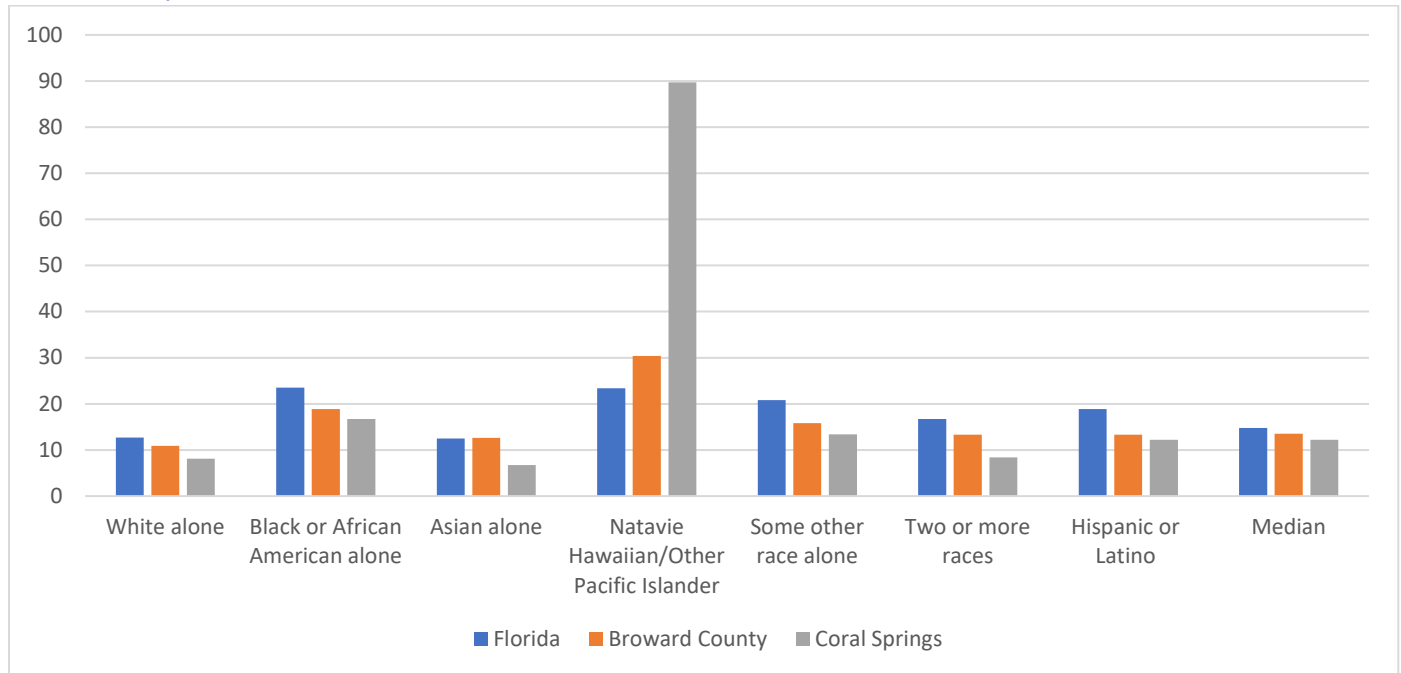
Data note 2: No data available for Native American/Alaska Natives, Hawaiian/Other Pacific Islanders, and Two or more races.

Table: Monthly Housing Costs

	Homeowners with a Mortgage		Homeowners without a Mortgage		Renters	
	Number	Percentage	Number	Percentage	Number	Percentage
Less than 20%	6,420	35.8%	4,771	74%	2,615	15.8%
20.0 to 24.9%	2,762	15.4%	436	7%	2,099	12.7%
25 to 29.9%	2,313	12.9%	265	4%	2,140	13.0%
30 to 34.9%	1,530	8.5%	229	4%	1,928	11.7%
35% or more	4,892	27.3%	763	12%	7,739	46.8%
Total Cost Burdened	6,422	35.8%	992	15%	9,667	58.5%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Chart: Poverty and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1701)

Table: Commuting Methods

	Florida	Broward County	Coral Springs
Total Workers (16 Years and Older)	9,140,393	931,338	66,532
Car, truck, or van	88.6%	88.9%	89.1%
Drove alone	79.4%	79.9%	79.8%
Carpooled	9.2%	8.9%	9.3%
Public transportation (excluding taxicab)	1.9%	2.6%	1.5%
Walked	1.4%	1.2%	1.5%
Bicycle	0.6%	0.6%	0.5%
Taxicab, motorcycle, or other means	1.6%	1.6%	1.4%
Worked at home	5.8%	5.0%	6.0%
Source: 2014-2018 ACS 5-Yr Estimates (S0801)			

Table: Commute Time

	2010	2018	% Change
Workers 16 Years and Older (did not work at home)	58,770	62,522	6.4%
Less than 10 minutes	11.1%	9.2%	-17.1%
10 to 29 minutes	45.1%	52.8%	17.1%
30 to 59 minutes	37%	38.8%	4.9%
60 or more minutes	7.3%	8.4%	15.1%
Mean travel time to work (minutes)	26.6	28.5	7.1%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (S0801)			

Housing Profile

Table: Property Type in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
1-unit, detached structure	22,925	50.1%	21,874	48.9%
1-unit, attached structure	3,336	7.3%	3,593	8.0%
2 units	738	1.6%	883	2.0%
3 or 4 units	2,739	6.0%	3,139	7.0%
5-9 units	4,384	9.6%	3,974	8.9%
10-19 units	5,222	11.4%	5,269	11.8%
20 or more units	6,280	13.7%	5,724	12.8%
Mobile Home	108	0.2%	224	0.5%
Boat, RV, Van, Etc.	0	0.0%	40	0.1%
Total	45,732	100%	44,720	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Unit Size

	2010		2018	
	Number	Percentage	Number	Percentage
No bedroom	261	0.6%	482	1.1%
1 bedroom	3,981	8.7%	3,857	8.6%
2 bedrooms	11,743	25.7%	11,781	26.3%
3 bedrooms	14,060	30.7%	13,943	31.2%
4 bedrooms	12,738	27.9%	12,157	27.2%
5 or more bedrooms	2,949	6.4%	2,500	5.6%
Total	45,732	100%	44,720	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Year Unit Built

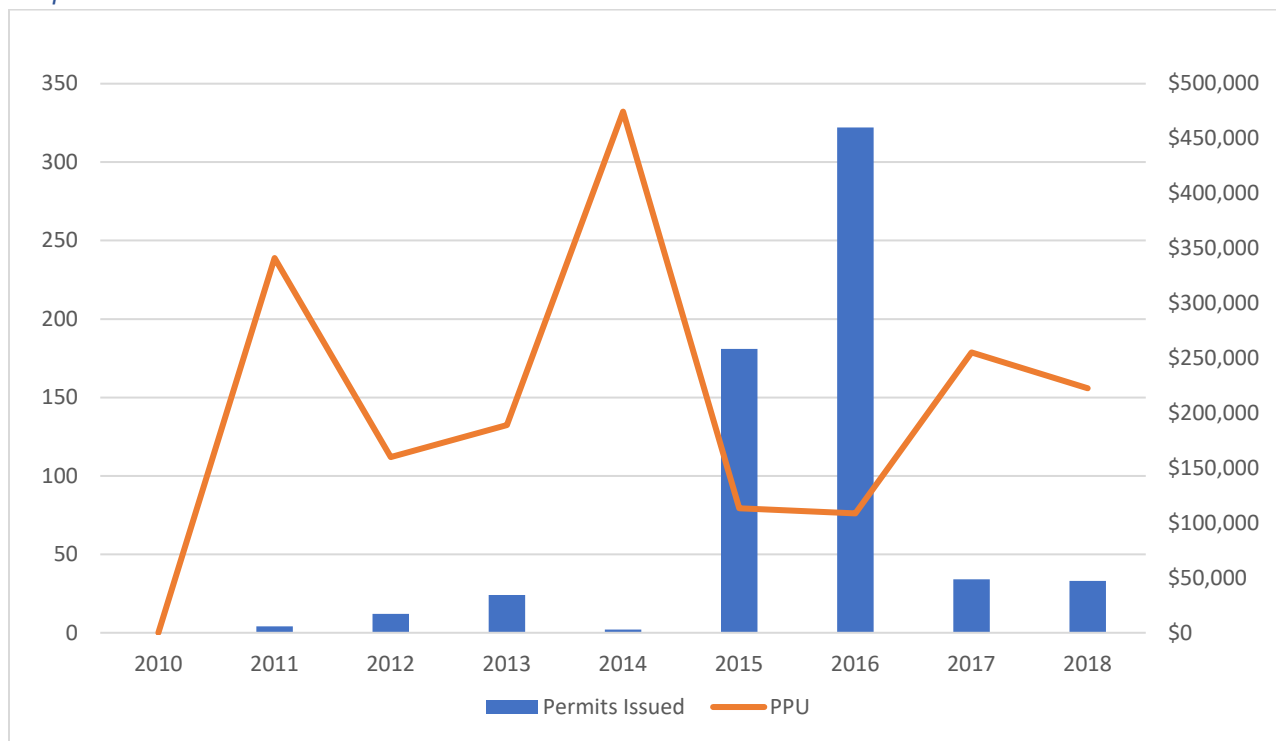
	Florida		Broward County		Coral Springs	
	Number	Percentage	Number	Percentage	Number	Percentage
Built 2010 or Later	412,422	4.4%	20,597	2.5%	247	0.5%
Built 2000 to 2009	1,841,784	19.7%	87,192	10.6%	4,871	10.9%
Built 1990 to 1999	1,601,928	17.1%	133,067	16.2%	11,834	26.5%
Built 1980 to 1989	1,907,366	20.4%	151,729	18.5%	14,229	31.8%
Built 1970 to 1979	1,671,892	17.9%	218,272	26.6%	11,580	25.9%
Built 1960 to 1969	856,245	9.2%	121,051	14.7%	1,514	3.4%
Built 1950 to 1959	662,846	7.1%	73,811	9.0%	250	0.6%
Built 1940 to 1949	192,250	2.1%	9,284	1.1%	81	0.2%
Built 1939 or earlier	201,956	2.2%	6,085	0.7%	114	0.3%
Total	9,348,689	100%	821,088	100%	44,720	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

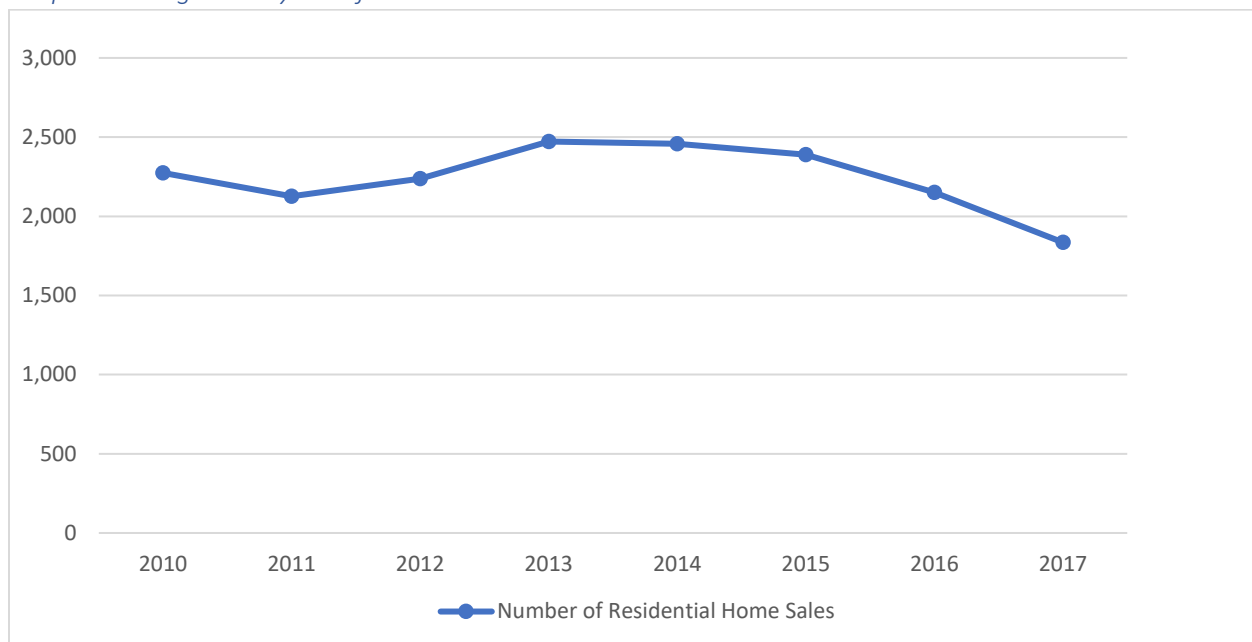
Table: Housing Occupancy in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Total Housing Units	26,129	--	27,294	
Occupied Housing Units	22,028	84.3%	23,526	86.2%
Owner Occupied Units	15,879	72.1%	15,206	64.6%
Renter Occupied Units	6,149	27.9%	8,320	35.4%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

Graph: Price Per Unit and Construction Permits Issued



Graph: Housing Sales by Year from 2010-2017



Source: PolicyMap & Zillow

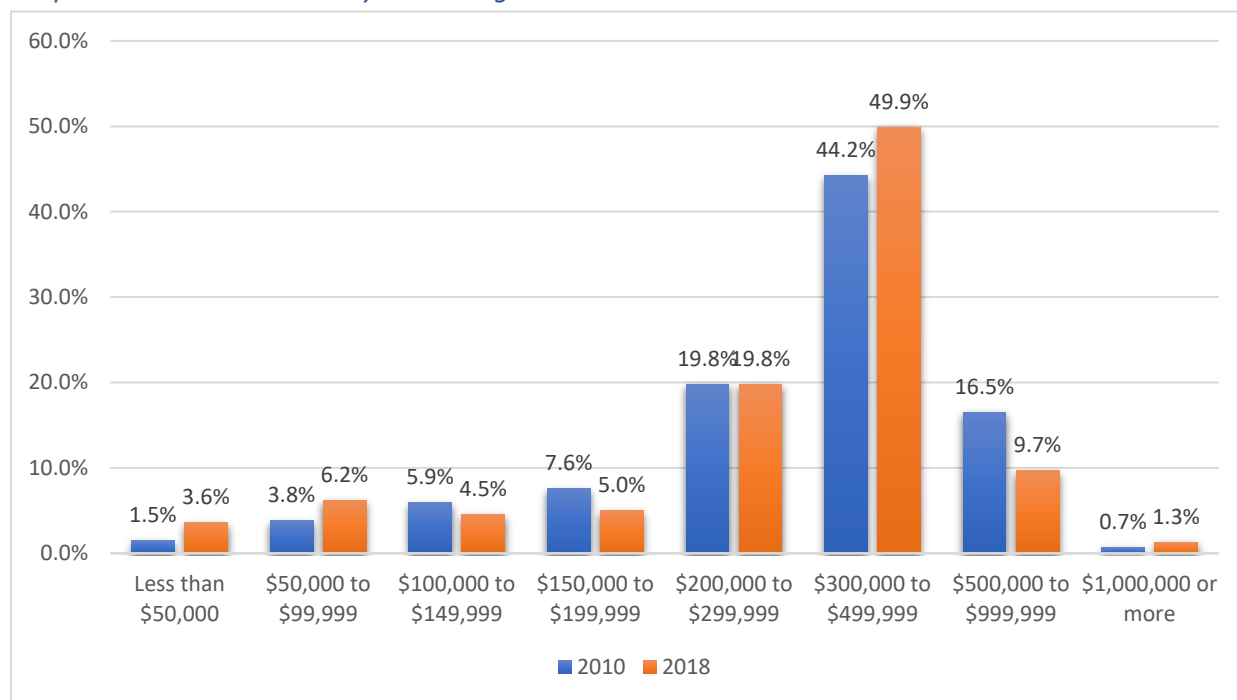
Table: Housing Costs in 2010 and 2018

	2010	2018	% Change
Median Home Value	\$346,700	\$336,900	-2.8%
Median Contract Rent	\$1,133	\$1,318	16.3%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04, B25058)			

Table: Home Value in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$50,000	418	1.5%	876	3.6%
\$50,000 to \$99,999	1,068	3.8%	1,510	6.2%
\$100,000 to \$149,999	1,658	5.9%	1,103	4.5%
\$150,000 to \$199,999	2,143	7.6%	1,232	5.0%
\$200,000 to \$299,999	5,586	19.8%	4,858	19.8%
\$300,000 to \$499,999	12,471	44.2%	12,236	49.9%
\$500,000 to \$999,999	4,668	16.5%	2,374	9.7%
\$1,000,000 or more	209	0.7%	309	1.3%
Total Units	28,221	100%	24,498	100%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

Graph: Median Home Value by Price Range



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Rent

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$500	437	3.50%	349	2.1%
\$500 to \$999	1897	15.20%	1,461	8.7%
\$1,000 to \$1,499	6,457	51.9%	7,390	44.2%
\$1,500 or more	3,661	29.4%	7520	45.0%
Total Units	12,436	100%	16,720	100%
No rent paid	318	(X)	342	(X)

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Note: Median Rent is calculated based solely on those renters actually paying rent.

Davie – Data Tables

Community Profile

Table: Age – 2010 to 2018

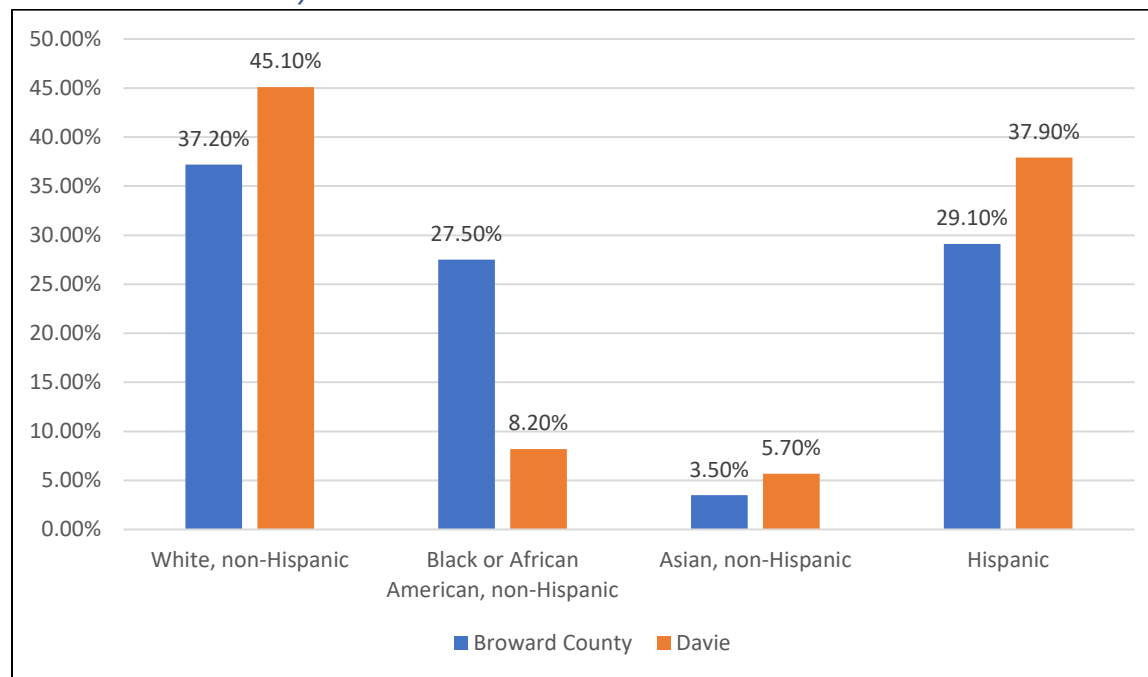
Age Cohort	2010		2018	
	Number	Percent	Number	Percent
Under 5 years	5,298	5.8%	5,632	5.5%
5 to 9 years	5,851	6.5%	5,828	5.7%
10 to 14 years	6,674	7.4%	6,285	6.1%
15 to 19 years	7,274	8.0%	6,966	6.8%
20 to 24 years	6,268	6.9%	8,211	8.0%
25 to 34 years	11,251	12.4%	16,089	15.6%
35 to 44 years	13,700	15.1%	13,342	12.9%
45 to 54 years	14,575	16.1%	16,347	15.9%
55 to 59 years	5,883	6.5%	6,910	6.7%
60 to 64 years	4,622	5.1%	5,255	5.1%
65 to 74 years	4,986	5.5%	7,231	7.0%
75 to 84 years	3,075	3.4%	3,854	3.7%
85 years and over	1,191	1.3%	1,182	1.1%
Median Age	37.4	(X)	37.2	(X)
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP05)				

Table: Race and Ethnicity

	Broward County		Davie	
	Number	Percentage	Number	Percentage
White alone	1,354,542	70.9%	46,494	45.1%
Black or African American alone	524,739	27.5%	8,465	8.2%
American Indian and Alaska Native alone	3,188	0.2%	182	0.2%
Asian alone	67,313	3.5%	5,872	5.7%
Native Hawaiian/Other Pac Islander alone	946	0.0%	350	0.3%
Some other race alone	10,121	0.5%	677	0.7%
Two or more races	37,797	2.0%	2,043	2.0%
Hispanic or Latino (of any race)	554,609	29.1%	39,049	37.9%

Data Note: Numbers should come from the cells in the “Hispanic or Latino and Race” section and not from the “Race” section. This will remove Hispanic residents from the other race groups and provide a more accurate picture of the jurisdiction’s demographics.

Chart: Race and Ethnicity



Source: 2014-2018 American Community Survey 5-Year Estimates (B03002)

Table: Disability Characteristics

	Broward County		Davie	
	With a Disability	Without a Disability	With a Disability	Without a Disability
Population Age 16 and Over	195,466	1,341,197	8,252	75,167
Employed	21.5%	67.7%	26.3%	69.1%
Not in Labor Force	74.8%	27.8%	69.8%	27.3%
Median Earnings	\$22,429	\$32,105	\$26,543	\$34,522
Below the Poverty Level	19.3%	11.2%	20.0%	11.5%

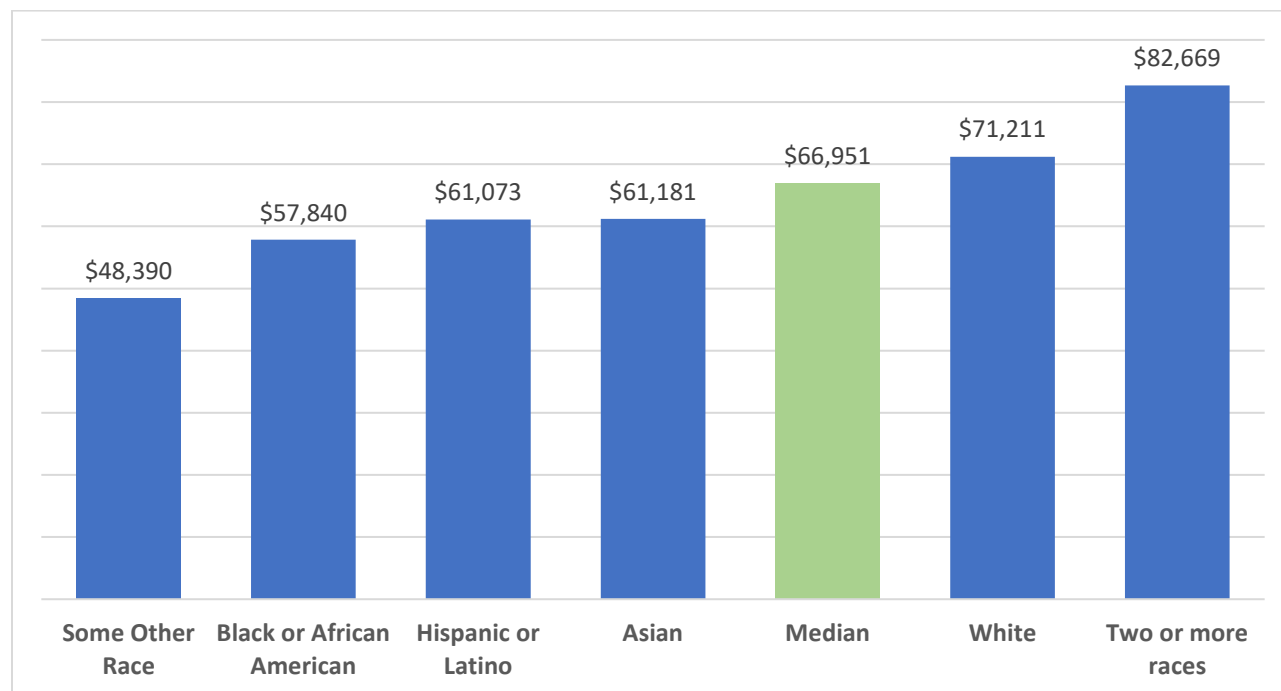
Source: 2014-2018 ACS 5-Yr Estimates (S1811)

Table: Comparison of Veterans and Non-Veterans

	Veterans	Non-Veterans
Population Over 18 Years Old	3768	77028
Median Income	\$44,521	\$30,840
Labor Force Participation Rate	80.9%	78.2%
Unemployment Rate	7.2%	5.2%
Below Poverty in the Past 12 Months	217	9695
With Any Disability	1027	7065

Source: 2014-2018 ACS 5-Yr Estimates (S2101)

Graph: Income and Race



Data Source: 2014-2018 American Community Survey 5-Yr Estimates (S1903)

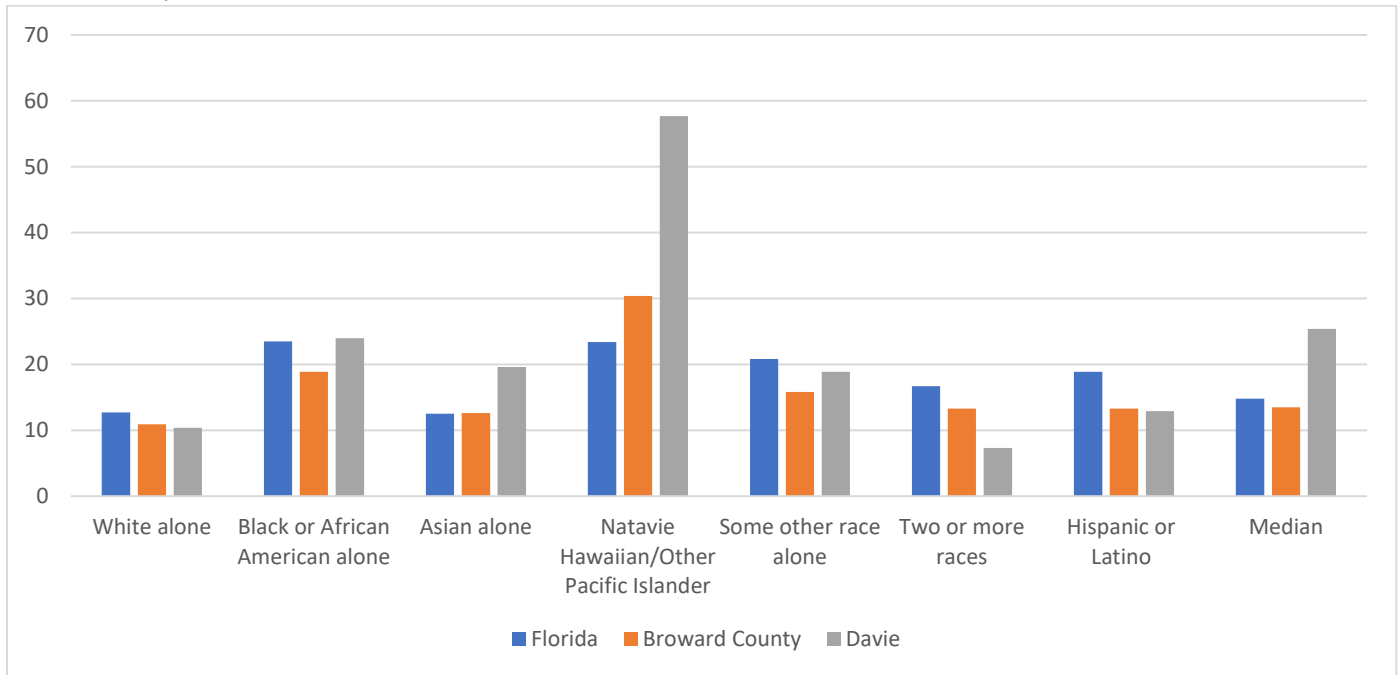
Note: Groups with a small sample size and large margin of error were removed from this visualization.

Table: Monthly Housing Costs

	Homeowners with a Mortgage		Homeowners without a Mortgage		Renters	
	Number	Percentage	Number	Percentage	Number	Percentage
Less than 20%	5,379	34.90%	5,045	61.0%	1,178	11.6%
20.0 to 24.9%	2,571	16.70%	780	0	1,403	13.80%
25 to 29.9%	1,982	12.90%	508	6.10%	1,231	12.10%
30 to 34.9%	1,344	8.70%	345	4.20%	887	8.70%
35% or more	4,133	26.80%	1,584	19.20%	5,446	53.70%
Total Cost Burdened	5,477	35.50%	1,929	23.40%	6,333	62.40%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Chart: Poverty and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1701)

Table: Commuting Methods

	Florida	Broward County	Davie
Total Workers (16 Years and Older)	9,140,393	931,338	52,755
Car, truck, or van	88.6%	88.9%	91.4%
Drove alone	79.4%	79.9%	82.3%
Carpooled	9.2%	8.9%	9.1%
Public transportation (excluding taxicab)	1.9%	2.6%	0.9%
Walked	1.4%	1.2%	1.1%
Bicycle	0.6%	0.6%	0.5%
Taxicab, motorcycle, or other means	1.6%	1.6%	1.0%
Worked at home	5.8%	5.0%	5.1%
Source: 2014-2018 ACS 5-Yr Estimates (S0801)			

Table: Commute Time

	2010	2018	% Change
Workers 16 Years and Older (did not work at home)	42,606	50,081	17.5%
Less than 10 minutes	9.2%	8.0%	-13.0%
10 to 29 minutes	49.9%	58.3%	16.8%
30 to 59 minutes	34.5%	33.5%	-2.9%
60 or more minutes	6.4%	8.3%	29.7%
Mean travel time to work (minutes)	26	27.8	6.9%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (S0801)			

Housing Profile

Table: Property Type in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
1-unit, detached structure	15,951	43.6%	16,681	42.5%
1-unit, attached structure	3,243	8.9%	4,860	12.4%
2 units	598	1.6%	595	1.5%
3 or 4 units	1,523	4.2%	1,168	3.0%
5-9 units	1,282	3.5%	1,519	3.9%
10-19 units	2,199	6.0%	3,042	7.8%
20 or more units	5,849	16.0%	6,335	16.1%
Mobile Home	5,873	16.1%	5,039	12.8%
Boat, RV, Van, Etc.	55	0.2%	0	0.0%
Total	36,573	100%	39,239	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Unit Size

	2010		2018	
	Number	Percentage	Number	Percentage
No bedroom	315	0.9%	387	1.0%
1 bedroom	2,942	8.0%	3,835	9.8%
2 bedrooms	12,021	32.9%	12,717	32.4%
3 bedrooms	13,260	36.3%	13,698	34.9%
4 bedrooms	5,664	15.5%	6,436	16.4%
5 or more bedrooms	2,371	6.5%	2,166	5.5%
Total	36,573	100%	39,239	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Year Unit Built

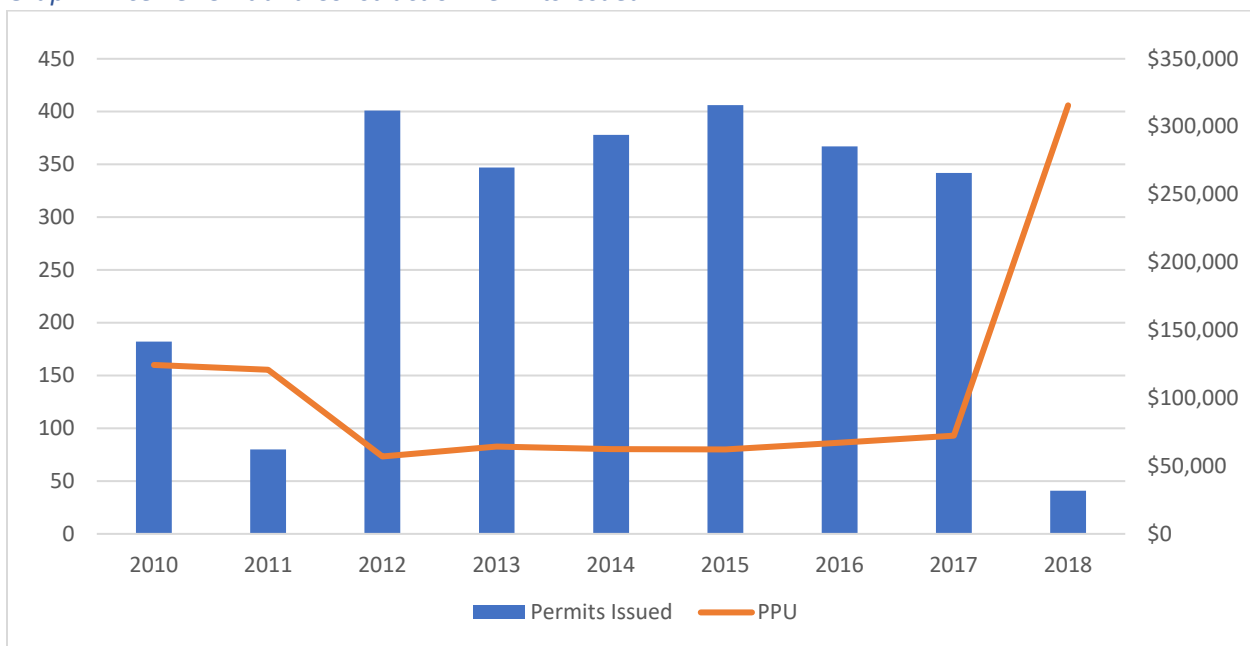
	Florida		Broward County		Davie	
	Number	Percentage	Number	Percentage	Number	Percentage
Built 2010 or Later	412,422	4.4%	20,597	2.5%	2,247	5.7%
Built 2000 to 2009	1,841,784	19.7%	87,192	10.6%	5,537	14.1%
Built 1990 to 1999	1,601,928	17.1%	133,067	16.2%	9,093	23.2%
Built 1980 to 1989	1,907,366	20.4%	151,729	18.5%	10,296	26.2%
Built 1970 to 1979	1,671,892	17.9%	218,272	26.6%	9,078	23.1%
Built 1960 to 1969	856,245	9.2%	121,051	14.7%	2,043	5.2%
Built 1950 to 1959	662,846	7.1%	73,811	9.0%	768	2.0%
Built 1940 to 1949	192,250	2.1%	9,284	1.1%	72	0.2%
Built 1939 or earlier	201,956	2.2%	6,085	0.7%	105	0.3%
Total	9,348,689	(x)	821,088	(x)	39,239	

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

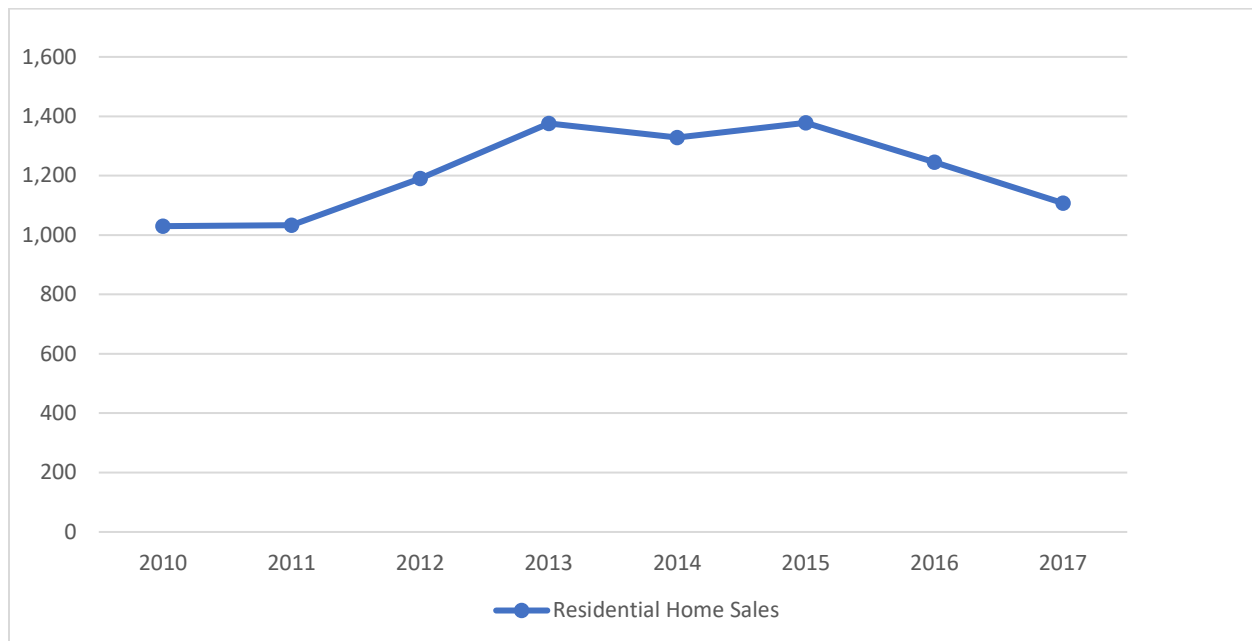
Table: Housing Occupancy in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Total Housing Units	36,573		39,239	
Occupied Housing Units	33,249	33,249	35,096	89.4%
Owner Occupied Units	25,183	75.7%	23,850	68.0%
Renter Occupied Units	8,066	24.3%	11,246	32.0%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

Graph: Price Per Unit and Construction Permits Issued



Graph: Housing Sales by Year



Source: PolicyMap & Zillow

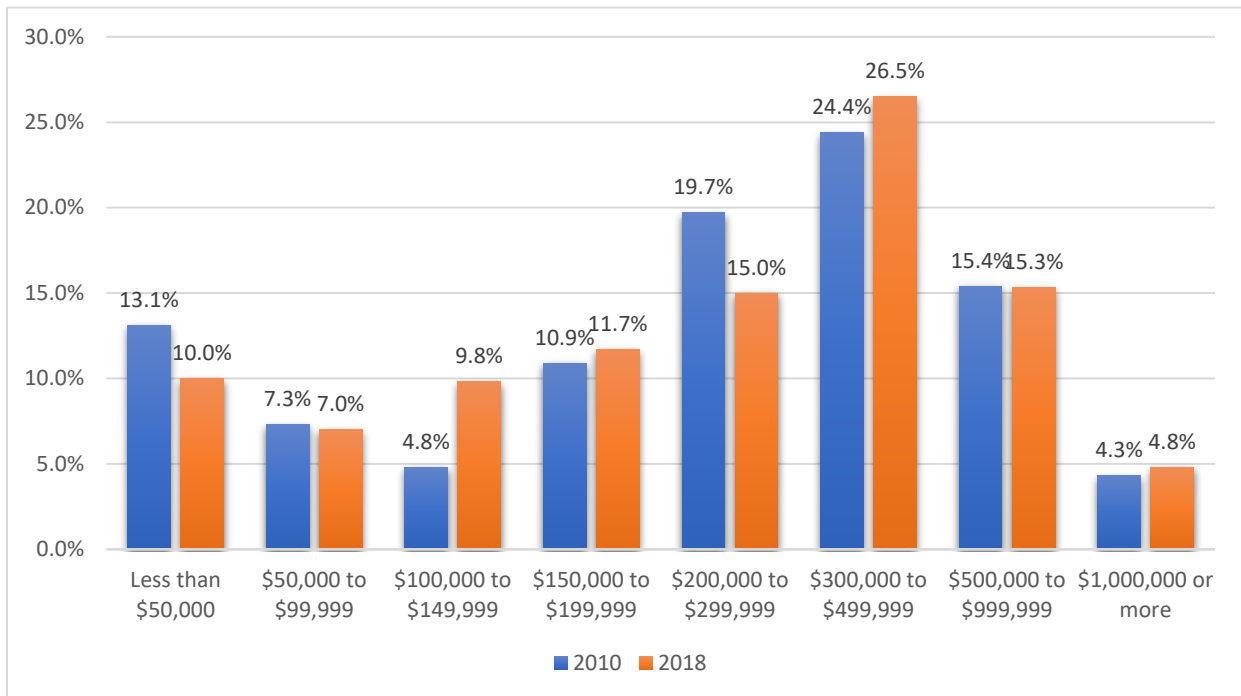
Table: Housing Costs in 2010 and 2018

	2010	2018	% Change
Median Home Value	\$267,800	\$275,200	2.8%
Median Contract Rent	\$992	\$1,274	28.4%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04, B25058)			

Table: Home Value in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$50,000	3,310	13.1%	2,384	10.0%
\$50,000 to \$99,999	1,845	7.3%	1,666	7.0%
\$100,000 to \$149,999	1,205	4.8%	2,329	9.8%
\$150,000 to \$199,999	2,745	10.9%	2,786	11.7%
\$200,000 to \$299,999	4,964	19.7%	3,571	15.0%
\$300,000 to \$499,999	6,133	24.4%	6,325	26.5%
\$500,000 to \$999,999	3,890	15.4%	3,652	15.3%
\$1,000,000 or more	1,091	4.3%	1,137	4.8%
Total Units	25,183	100%	23,850	100%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

Graph: Median Home Value by Price Range



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Rent

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$500	525	6.9%	501	4.6%
\$500 to \$999	2287	30.10%	1,434	13.3%
\$1,000 to \$1,499	3,345	44.0%	4,618	42.8%
\$1,500 or more	1,443	19.0%	4225	39.3%
Total Units	7,600	100%	10,778	100%
No rent paid	466	(X)	468	(X)

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Note: Median Rent is calculated based solely on those renters actually paying rent.

Deerfield – Data Tables

Community Profile

Table: Age – 2010 to 2018

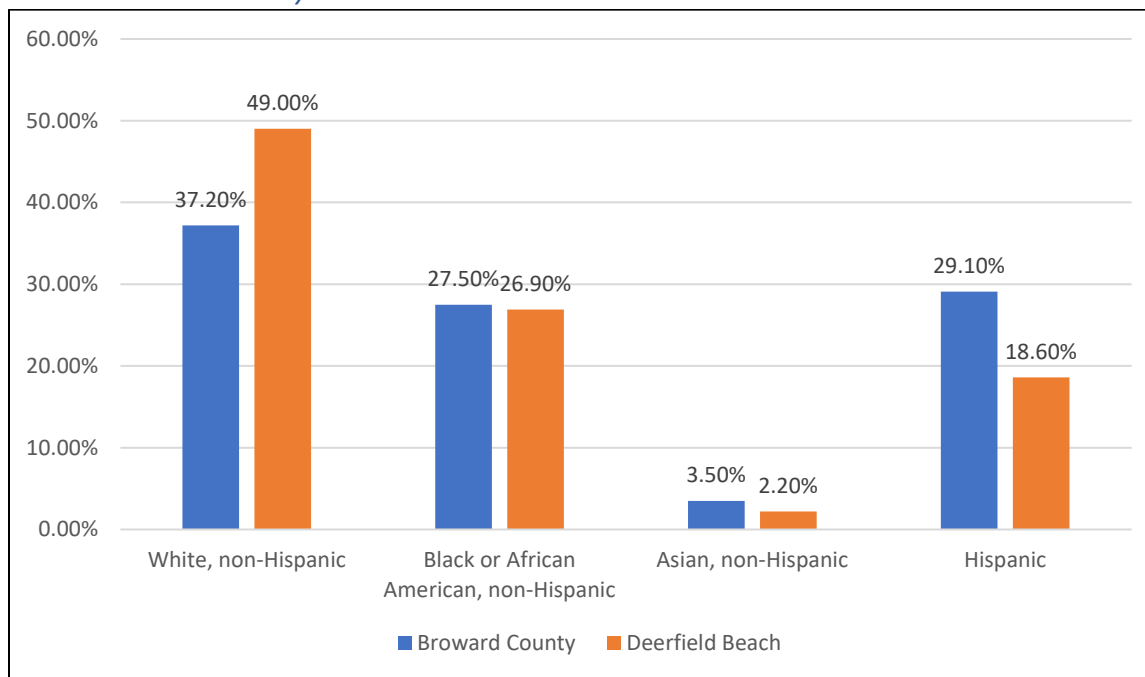
Age Cohort	2010		2018	
	Number	Percent	Number	Percent
Under 5 years	3,949	5.2%	4,091	5.1%
5 to 9 years	3,033	4.0%	4,186	5.2%
10 to 14 years	3,373	4.5%	4,234	5.3%
15 to 19 years	3,863	5.1%	3,731	4.7%
20 to 24 years	5,312	7.1%	5,267	6.6%
25 to 34 years	9,536	12.7%	10,423	13.1%
35 to 44 years	10,676	14.2%	10,384	13.0%
45 to 54 years	10,363	13.8%	9,607	12.0%
55 to 59 years	4,597	6.1%	5,640	7.1%
60 to 64 years	4,285	5.7%	5,083	6.4%
65 to 74 years	7,247	9.6%	8,357	10.5%
75 to 84 years	5,820	7.7%	5,527	6.9%
85 years and over	3,222	4.3%	3,324	4.2%
Median Age	43	(X)	42.6	(X)
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP05)				

Table: Race and Ethnicity

	Broward County		Deerfield Beach	
	Number	Percentage	Number	Percentage
White alone	1,354,542	70.9%	39,122	49.0%
Black or African American alone	524,739	27.5%	21,495	26.9%
American Indian and Alaska Native alone	3,188	0.2%	69	0.1%
Asian alone	67,313	3.5%	1,781	2.2%
Native Hawaiian/Other Pac Islander alone	946	0.0%	17	0.0%
Some other race alone	10,121	0.5%	792	1.0%
Two or more races	37,797	2.0%	1,713	2.1%
Hispanic or Latino (of any race)	554,609	29.1%	14,865	18.6%

Data Note: Numbers should come from the cells in the “Hispanic or Latino and Race” section and not from the “Race” section. This will remove Hispanic residents from the other race groups and provide a more accurate picture of the jurisdiction’s demographics.

Chart: Race and Ethnicity



Source: 2014-2018 American Community Survey 5-Year Estimates (B03002)

Table: Disability Characteristics

	Broward County		Deerfield Beach	
	With a Disability	Without a Disability	With a Disability	Without a Disability
Population Age 16 and Over	195,466	1,341,197	10,257	54,799
Employed	21.5%	67.7%	20.8%	66.9%
Not in Labor Force	74.8%	27.8%	76.7%	27.8%
Median Earnings	\$22,429	\$32,105	\$25,434	\$28,579
Below the Poverty Level	19.3%	11.2%	20.0%	11.5%

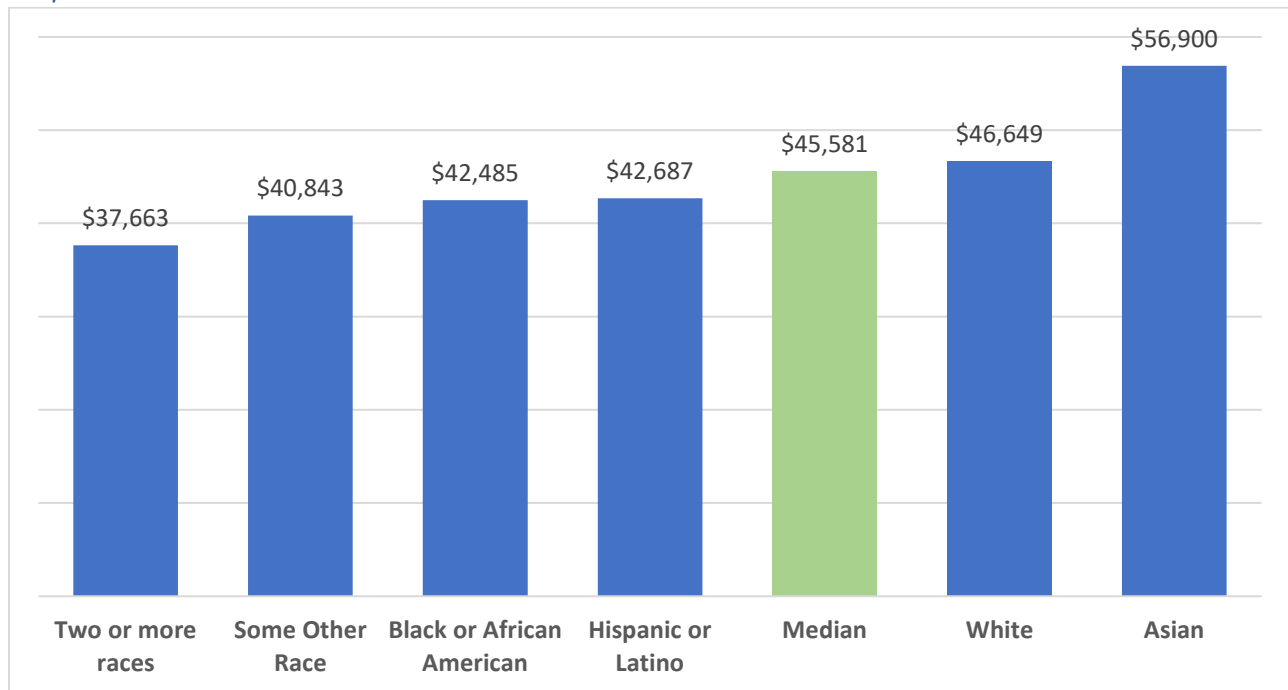
Source: 2014-2018 ACS 5-Yr Estimates (S1811)

Table: Comparison of Veterans and Non-Veterans

	Veterans	Non-Veterans
Population Over 18 Years Old	3,781	61,243
Median Income	\$30,470	\$25,759
Labor Force Participation Rate	77.3%	81.0%
Unemployment Rate	7.6%	7.6%
Below Poverty in the Past 12 Months	429	9,180
With Any Disability	1,476	8,756

Source: 2014-2018 ACS 5-Yr Estimates (S2101)

Graph: Income and Race



Data Source: 2014-2018 American Community Survey 5-Yr Estimates (S1903)

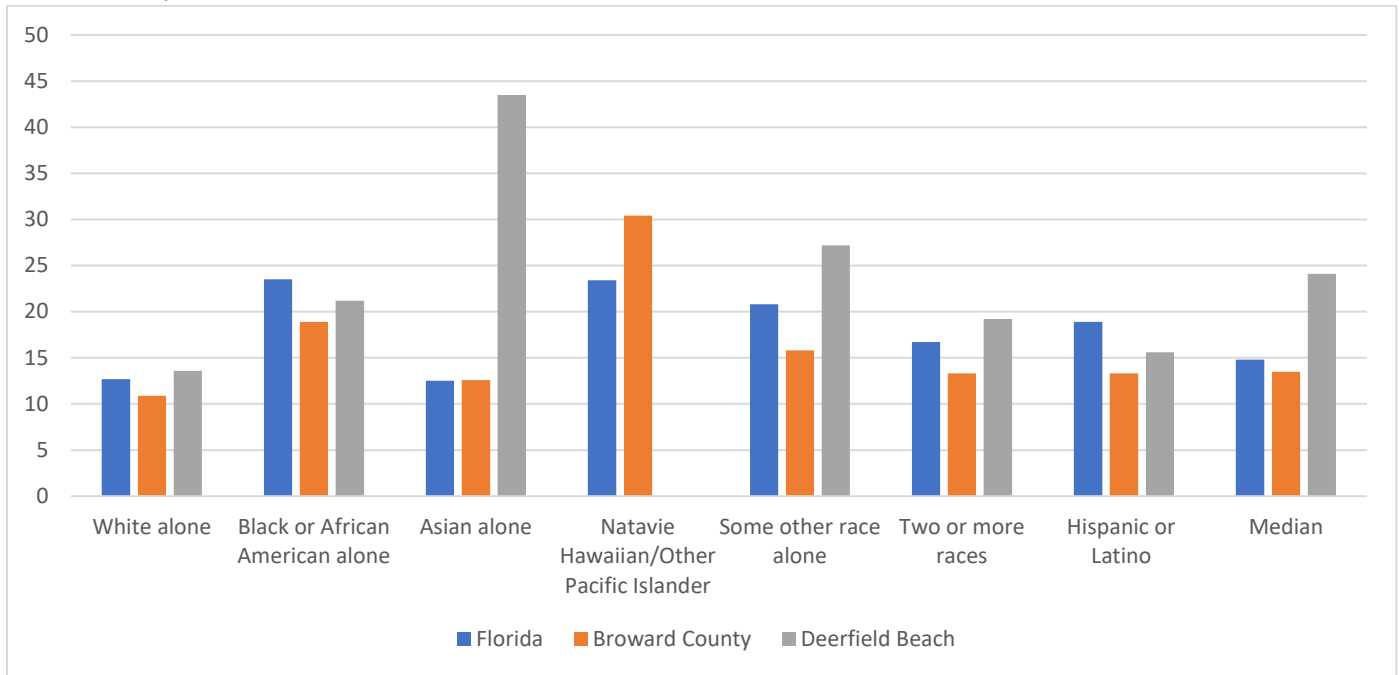
Note: Groups with a small sample size and large margin of error were removed from this visualization.

Table: Monthly Housing Costs

	Homeowners with a Mortgage		Homeowners without a Mortgage		Renters	
	Number	Percentage	Number	Percentage	Number	Percentage
Less than 20%	2,724	29.20%	5,253	57.9%	1,902	15.6%
20.0 to 24.9%	1,147	12.30%	879	9.7%	1,585	13.00%
25 to 29.9%	1,030	11.00%	489	5.40%	1,322	10.80%
30 to 34.9%	1,104	11.80%	356	3.9%	932	7.60%
35% or more	3,336	35.70%	2,096	23.10%	6,449	52.90%
Total Cost Burdened	4,440	47.50%	2,452	27.00%	7,381	60.50%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Chart: Poverty and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1701)

Table: Commuting Methods

	Florida	Broward County	Deerfield Beach
Total Workers (16 Years and Older)	9,140,393	931,338	38,209
Car, truck, or van	88.6%	88.9%	88.4%
Drove alone	79.4%	79.9%	78.8%
Carpooled	9.2%	8.9%	9.6%
Public transportation (excluding taxicab)	1.9%	2.6%	1.5%
Walked	1.4%	1.2%	1.3%
Bicycle	0.6%	0.6%	0.8%
Taxicab, motorcycle, or other means	1.6%	1.6%	3.8%
Worked at home	5.8%	5.0%	4.1%
Source: 2014-2018 ACS 5-Yr Estimates (S0801)			

Table: Commute Time

	2010	2018	% Change
Workers 16 Years and Older (did not work at home)	34,788	36,627	5.3%
Less than 10 minutes	11.0%	9.0%	-18.2%
10 to 29 minutes	52.4%	62.6%	19.5%
30 to 59 minutes	33%	31.9%	-3.3%
60 or more minutes	3.8%	5.5%	44.7%
Mean travel time to work (minutes)	23.3	24.6	5.6%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (S0801)			

Housing Profile

Table: Property Type in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
1-unit, detached structure	10,829	25.8%	10,369	24.9%
1-unit, attached structure	2,826	6.7%	3,668	8.8%
2 units	600	1.4%	877	2.1%
3 or 4 units	2,323	5.5%	1,816	4.4%
5-9 units	2,716	6.5%	2,677	6.4%
10-19 units	4,834	11.5%	5,127	12.3%
20 or more units	15,790	37.6%	14,694	35.3%
Mobile Home	2,072	4.9%	2,343	5.6%
Boat, RV, Van, Etc.	11	0.0%	38	0.1%
Total	42,001	100%	41,609	100%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

Table: Unit Size

	2010		2018	
	Number	Percentage	Number	Percentage
No bedroom	984	2.3%	1,179	2.8%
1 bedroom	9,062	21.6%	8,582	20.6%
2 bedrooms	20,827	49.6%	20,973	50.4%
3 bedrooms	9,133	21.7%	8,576	20.6%
4 bedrooms	1,697	4.0%	1,968	4.7%
5 or more bedrooms	298	0.7%	331	0.8%
Total	42,001	100%	41,609	100%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

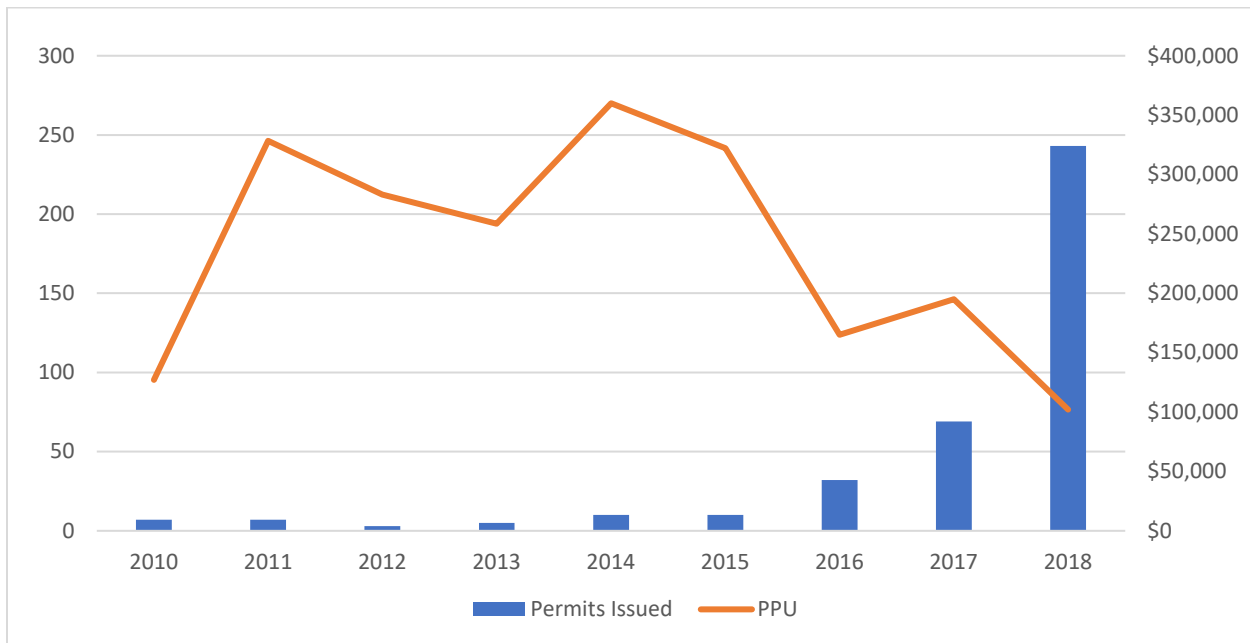
Table: Year Unit Built

	Florida		Broward County		Deerfield Beach	
	Number	Percentage	Number	Percentage	Number	Percentage
Built 2010 or Later	412,422	4.4%	20,597	2.5%	428	1.0%
Built 2000 to 2009	1,841,784	19.7%	87,192	10.6%	1,833	4.4%
Built 1990 to 1999	1,601,928	17.1%	133,067	16.2%	4,308	10.4%
Built 1980 to 1989	1,907,366	20.4%	151,729	18.5%	10,320	24.8%
Built 1970 to 1979	1,671,892	17.9%	218,272	26.6%	16,334	39.3%
Built 1960 to 1969	856,245	9.2%	121,051	14.7%	5,680	13.7%
Built 1950 to 1959	662,846	7.1%	73,811	9.0%	2,067	5.0%
Built 1940 to 1949	192,250	2.1%	9,284	1.1%	379	0.9%
Built 1939 or earlier	201,956	2.2%	6,085	0.7%	260	0.6%
Total	9,348,689	100%	821,088	100%	41,609	100%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)						

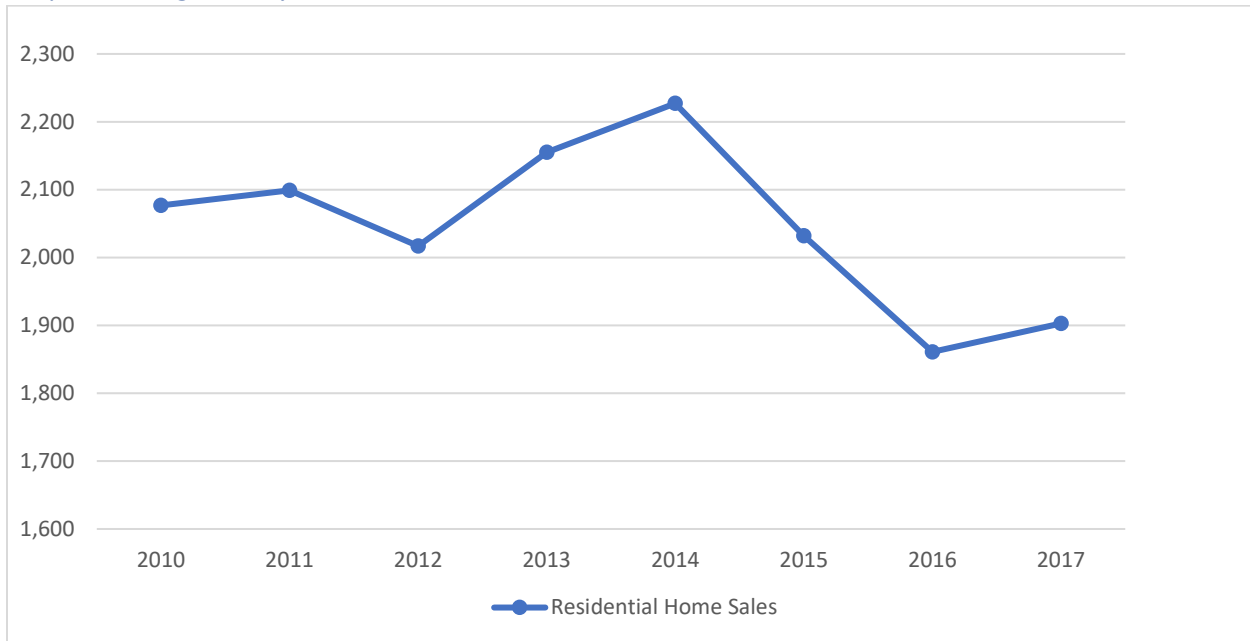
Table: Housing Occupancy in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Total Housing Units	42,001		41,609	
Occupied Housing Units	32,438	77.2%	31,863	76.6%
Owner Occupied Units	22,105	68.1%	18,887	59.3%
Renter Occupied Units	10,333	31.9%	12,976	40.7%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

Graph: Price Per Unit and Construction Permits Issued



Graph: Housing Sales by Year



Source: PolicyMap & Zillow

Table: Housing Costs in 2010 and 2018

	2010	2018	% Change
Median Home Value	\$178,600	\$153,600	-14.0%
Median Contract Rent	\$984	\$1,154	17.3%

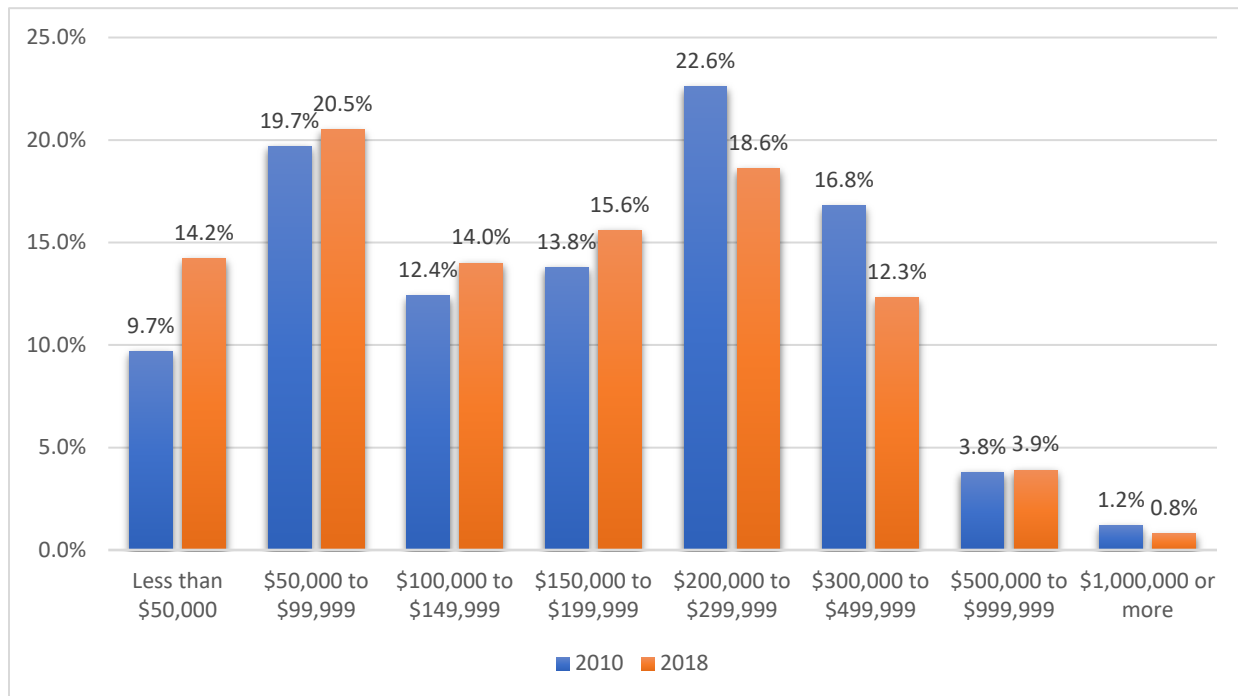
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04, B25058)

Table: Home Value in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$50,000	2,152	9.7%	18,887	14.2%
\$50,000 to \$99,999	4,346	19.7%	2,682	20.5%
\$100,000 to \$149,999	2,744	12.4%	3,877	14.0%
\$150,000 to \$199,999	3,048	13.8%	2,641	15.6%
\$200,000 to \$299,999	4,999	22.6%	2,940	18.6%
\$300,000 to \$499,999	3,715	16.8%	3,516	12.3%
\$500,000 to \$999,999	843	3.8%	2,328	3.9%
\$1,000,000 or more	258	1.2%	745	0.8%
Total Units	22,105	100%	18,887	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Median Home Value by Price Range



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Rent

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$500	798	8.0%	627	5.0%
\$500 to \$999	2719	27.30%	2,156	17.2%
\$1,000 to \$1,499	4,567	45.9%	5,939	47.3%
\$1,500 or more	1,863	18.7%	3841	30.6%
Total Units	9,947	100%	12563	100%
No rent paid	386	(X)	413	(X)

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)
 Note: Median Rent is calculated based solely on those renters actually paying rent.

Lauderhill – Data Tables

Community Profile

Table: Age – 2010 to 2018

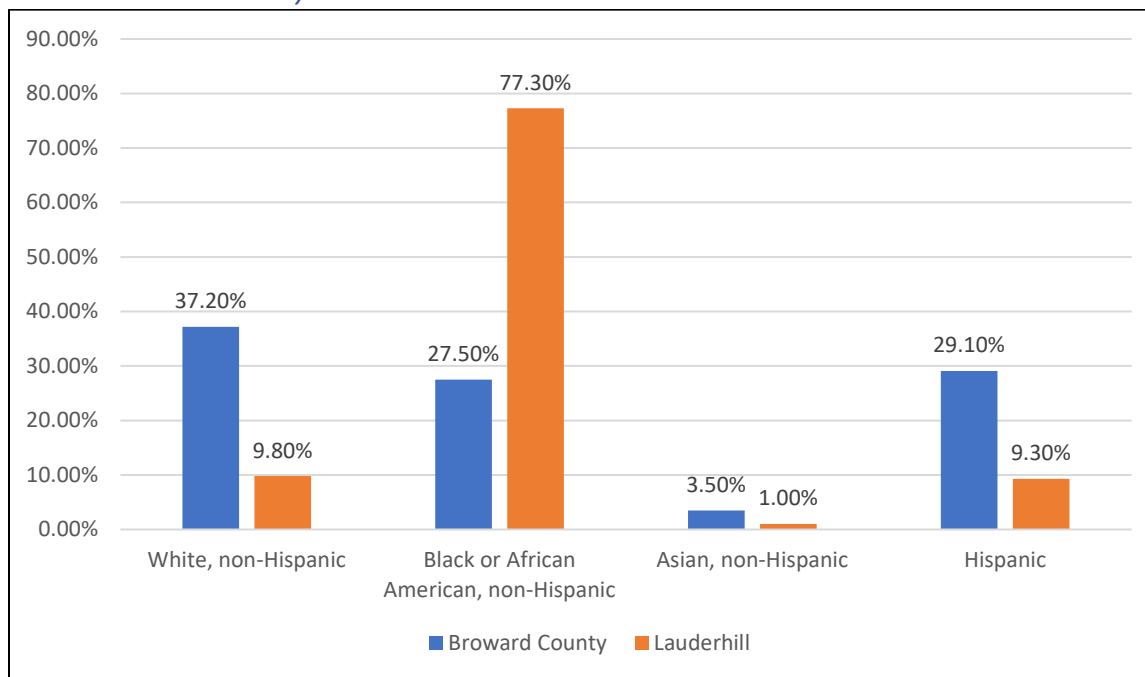
Age Cohort	2010		2018	
	Number	Percent	Number	Percent
Under 5 years	5,699	8.50%	5,459	7.70%
5 to 9 years	4,888	7.30%	4,772	6.70%
10 to 14 years	4,406	6.60%	5,255	7.40%
15 to 19 years	4,820	7.20%	4,878	6.80%
20 to 24 years	4,247	6.30%	5,238	7.30%
25 to 34 years	9,800	14.60%	9,414	13.20%
35 to 44 years	9,435	14.10%	9,052	12.70%
45 to 54 years	9,192	13.70%	9,114	12.80%
55 to 59 years	3,381	5.00%	4,539	6.40%
60 to 64 years	2,981	4.40%	3,787	5.30%
65 to 74 years	4,065	6.10%	5,557	7.80%
75 to 84 years	2,668	4.00%	2,767	3.90%
85 years and over	1,545	2.30%	1,496	2.10%
Median Age	34.7	(X)	35.9	(X)
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP05)				

Table: Race and Ethnicity

	Broward County		Lauderhill	
	Number	Percentage	Number	Percentage
White alone	1,354,542	70.9%	6,997	9.8%
Black or African American alone	524,739	27.5%	55,119	77.3%
American Indian and Alaska Native alone	3,188	0.2%	261	0.4%
Asian alone	67,313	3.5%	723	1.0%
Native Hawaiian/Other Pac Islander alone	946	0.0%	0	0.0%
Some other race alone	10,121	0.5%	469	0.7%
Two or more races	37,797	2.0%	1,134	1.6%
Hispanic or Latino (of any race)	554,609	29.1%	6,625	9.3%

Data Note: Numbers should come from the cells in the “Hispanic or Latino and Race” section and not from the “Race” section. This will remove Hispanic residents from the other race groups and provide a more accurate picture of the jurisdiction’s demographics.

Chart: Race and Ethnicity



Source: 2014-2018 American Community Survey 5-Year Estimates (B03002)

Table: Disability Characteristics

	Broward County		Lauderhill	
	With a Disability	Without a Disability	With a Disability	Without a Disability
Population Age 16 and Over	195,466	1,341,197	9,095	45,461
Employed	21.5%	67.7%	18.7%	66.3%
Not in Labor Force	74.8%	27.8%	77.0%	27.7%
Median Earnings	\$22,429	\$32,105	\$19,714	\$25,351
Below the Poverty Level	19.3%	11.2%	27.0%	17.6%

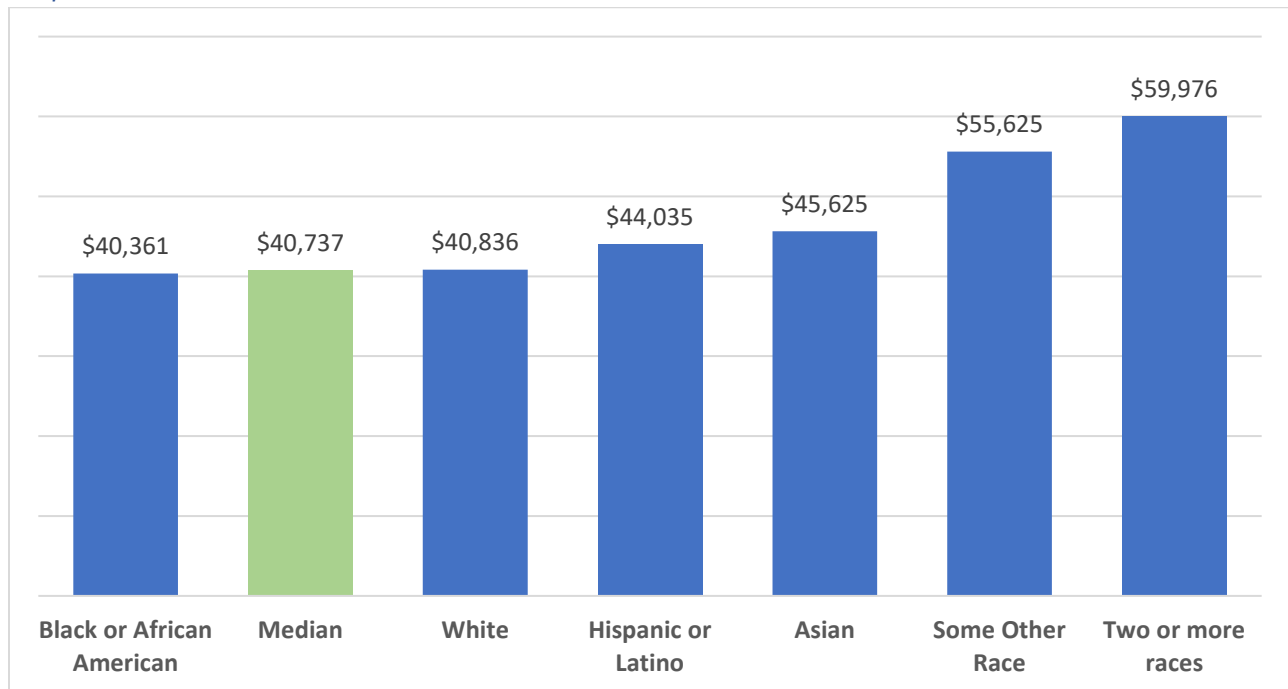
Source: 2014-2018 ACS 5-Yr Estimates (S1811)

Table: Comparison of Veterans and Non-Veterans

	Veterans	Non-Veterans
Population Over 18 Years Old	2,025	50,829
Median Income	\$35,036	\$21,807
Labor Force Participation Rate	76.8%	76.6%
Unemployment Rate	7.7%	8.8%
Below Poverty in the Past 12 Months	283	9,620
With Any Disability	674	8,305

Source: 2014-2018 ACS 5-Yr Estimates (S2101)

Graph: Income and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1903)

Data Source: 2014-2018 American Community Survey 5-Yr Estimates (S1903)

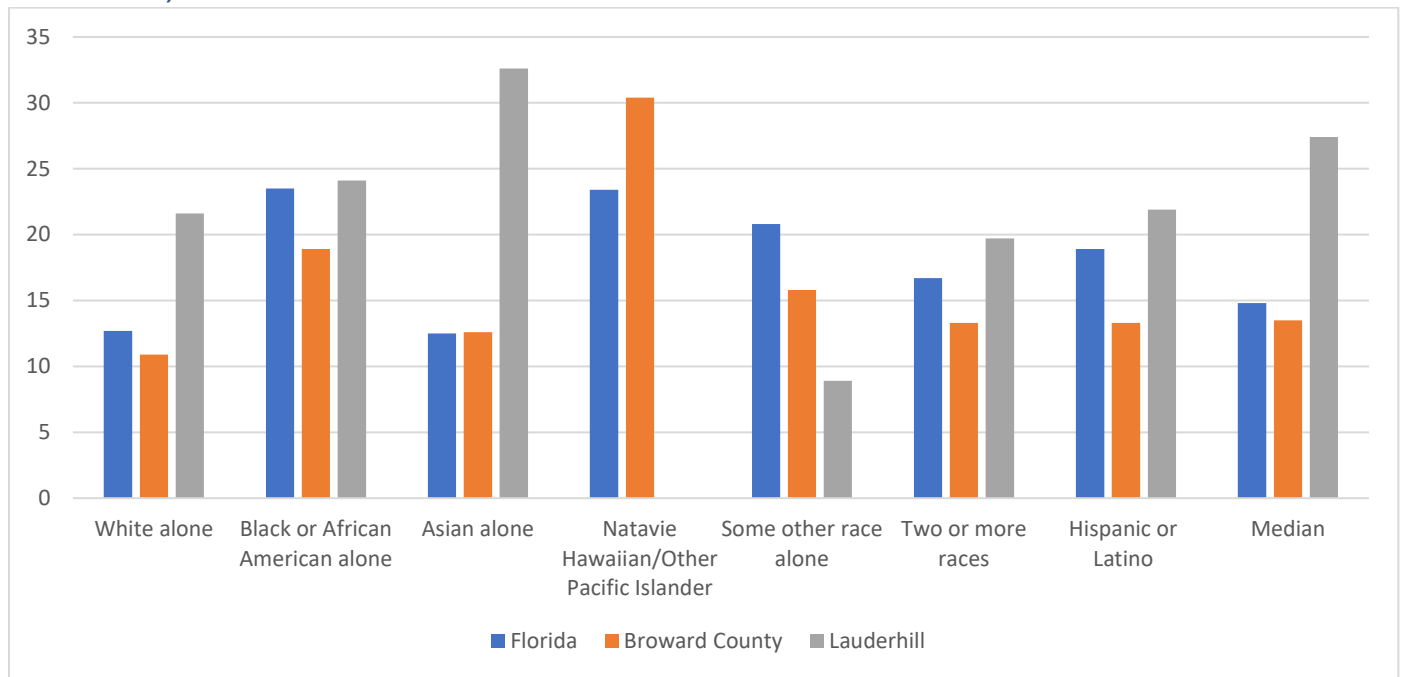
Note: Groups with a small sample size and large margin of error were removed from this visualization.

Table: Monthly Housing Costs

	Homeowners with a Mortgage		Homeowners without a Mortgage		Renters	
	Number	Percentage	Number	Percentage	Number	Percentage
Less than 20%	2,137	27.90%	2,218	58.2%	982	8.9%
20.0 to 24.9%	1,298	16.90%	453	11.90%	1,007	9.10%
25 to 29.9%	618	8.10%	135	3.50%	1,250	11.30%
30 to 34.9%	603	7.90%	208	5.50%	846	7.70%
35% or more	3,013	39.30%	802	21.00%	6,942	63.00%
Total Cost Burdened	3,616	47.20%	1,010	26.50%	7,788	70.70%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Chart: Poverty and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1701)

Table: Commuting Methods

	Florida	Broward County	Lauderhill
Total Workers (16 Years and Older)	9,140,393	931,338	30,718
Car, truck, or van	88.6%	88.9%	87.5%
Drove alone	79.4%	79.9%	78.3%
Carpooled	9.2%	8.9%	9.2%
Public transportation (excluding taxicab)	1.9%	2.6%	6.2%
Walked	1.4%	1.2%	1.1%
Bicycle	0.6%	0.6%	0.1%
Taxicab, motorcycle, or other means	1.6%	1.6%	1.9%
Worked at home	5.8%	5.0%	3.1%
Source: 2014-2018 ACS 5-Yr Estimates (S0801)			

Table: Commute Time

	2010	2018	% Change
Workers 16 Years and Older (did not work at home)	28,778	29,764	3.4%
Less than 10 minutes	5.4%	3.8%	-29.6%
10 to 29 minutes	47.7%	51.7%	8.4%
30 to 59 minutes	37%	38.8%	4.9%
60 or more minutes	9.9%	9.6%	-3.0%
Mean travel time to work (minutes)	28.8	29.9	3.8%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (S0801)			

Housing Profile

Table: Property Type in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
1-unit, detached structure	9,111	30.7%	8,640	31.1%
1-unit, attached structure	1,798	6.1%	2,104	7.6%
2 units	565	1.9%	495	1.8%
3 or 4 units	1,851	6.2%	1,456	5.2%
5-9 units	1,585	5.3%	1,710	6.2%
10-19 units	1,951	6.6%	1,322	4.8%
20 or more units	12,785	43.1%	11,764	42.3%
Mobile Home	0	0.0%	260	0.9%
Boat, RV, Van, Etc.	0	0.0%	33	0.1%
Total	29,646	100%	27,784	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Unit Size

	2010		2018	
	Number	Percentage	Number	Percentage
No bedroom	425	1.4%	671	2.4%
1 bedroom	4,748	16.0%	4,371	15.7%
2 bedrooms	14,045	47.4%	12,716	45.8%
3 bedrooms	7,735	26.1%	7,530	27.1%
4 bedrooms	2,408	8.1%	2,199	7.9%
5 or more bedrooms	285	1.0%	297	1.1%
Total	29,646	100%	27,784	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Year Unit Built

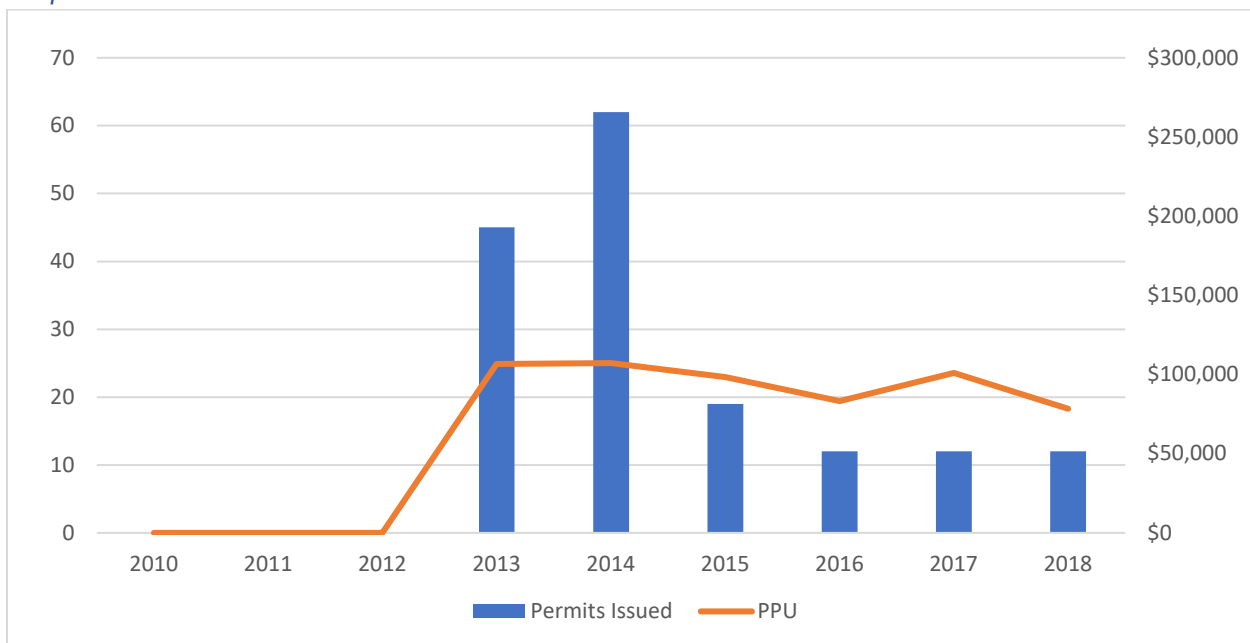
	Florida		Broward County		Lauderhill	
	Number	Percentage	Number	Percentage	Number	Percentage
Built 2010 or Later	412,422	4.4%	20,597	2.5%	110	0.4%
Built 2000 to 2009	1,841,784	19.7%	87,192	10.6%	936	3.4%
Built 1990 to 1999	1,601,928	17.1%	133,067	16.2%	1,580	5.7%
Built 1980 to 1989	1,907,366	20.4%	151,729	18.5%	5,914	21.3%
Built 1970 to 1979	1,671,892	17.9%	218,272	26.6%	12,545	45.2%
Built 1960 to 1969	856,245	9.2%	121,051	14.7%	4,815	17.3%
Built 1950 to 1959	662,846	7.1%	73,811	9.0%	1,562	5.6%
Built 1940 to 1949	192,250	2.1%	9,284	1.1%	199	0.7%
Built 1939 or earlier	201,956	2.2%	6,085	0.7%	123	0.4%
Total	9,348,689	100%	821,088	100%	27,784	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

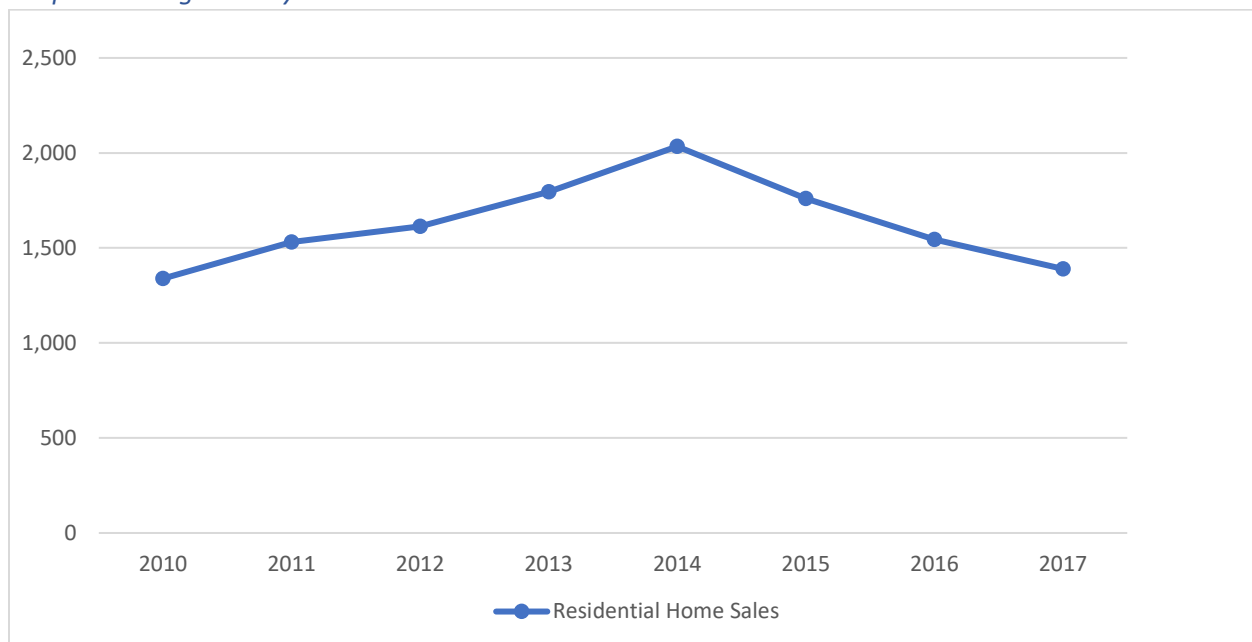
Table: Housing Occupancy in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Total Housing Units	29,646		27,784	
Occupied Housing Units	24,265	24,265	23,287	23,287
Owner Occupied Units	15,105	62.3%	11,714	50.3%
Renter Occupied Units	9,160	37.7%	11,573	49.7%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

Graph: Price Per Unit and Construction Permits Issued



Graph: Housing Sales by Year



Source: PolicyMap & Zillow

Table: Housing Costs in 2010 and 2018

	2010	2018	% Change
Median Home Value	\$162,100	\$124,400	-23.3%
Median Contract Rent	\$859	\$1,032	20.1%

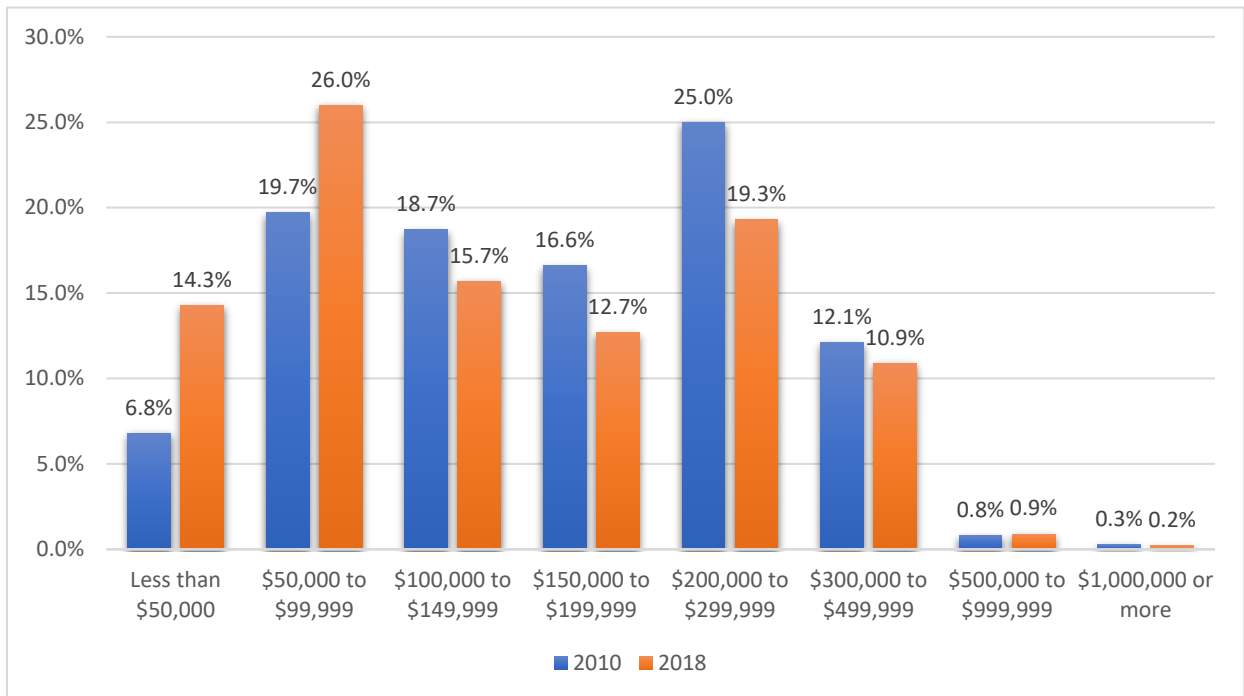
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04, B25058)

Table: Home Value in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$50,000	1,029	6.8%	1,670	14.3%
\$50,000 to \$99,999	2,970	19.7%	3,048	26.0%
\$100,000 to \$149,999	2,826	18.7%	1,844	15.7%
\$150,000 to \$199,999	2,507	16.6%	1,490	12.7%
\$200,000 to \$299,999	3,782	25.0%	2,258	19.3%
\$300,000 to \$499,999	1,821	12.1%	1,282	10.9%
\$500,000 to \$999,999	120	0.8%	101	0.9%
\$1,000,000 or more	50	0.3%	21	0.2%
Total Units	15,105	100%	11,714	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Median Home Value by Price Range



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Rent

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$500	474	5.3%	446	3.9%
\$500 to \$999	4185	47.5%	2,859	25.3%
\$1,000 to \$1,499	3,370	38.3%	5,545	49.1%
\$1,500 or more	774	8.8%	2452	21.7%
Total Units	8,803	100%	11,302	100%
No rent paid	357	(X)	271	(X)

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Note: Median Rent is calculated based solely on those renters actually paying rent.

Margate – Data Tables

Community Profile

Table: Age – 2010 to 2018

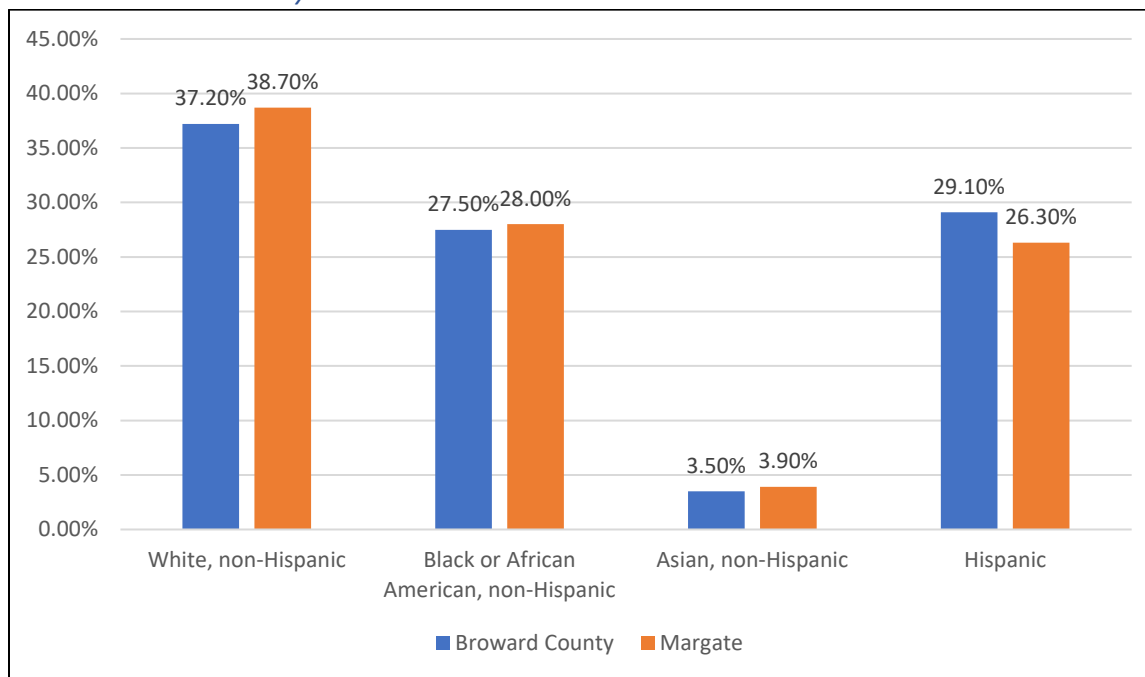
Age Cohort	2010		2018	
	Number	Percent	Number	Percent
Under 5 years	2,942	5.5%	2,865	5.0%
5 to 9 years	3,047	5.7%	2,545	4.4%
10 to 14 years	2,820	5.3%	2,851	5.0%
15 to 19 years	2,870	5.4%	2,435	4.2%
20 to 24 years	2,977	5.6%	2,939	5.1%
25 to 34 years	7,095	13.2%	7,469	13.0%
35 to 44 years	7,577	14.1%	7,066	12.3%
45 to 54 years	7,294	13.6%	7,971	13.9%
55 to 59 years	3,755	7.0%	4,378	7.6%
60 to 64 years	3,164	5.9%	4,103	7.1%
65 to 74 years	4,815	9.0%	7,102	12.4%
75 to 84 years	3,440	6.4%	3,960	6.9%
85 years and over	1,804	3.4%	1,743	3.0%
Median Age	41.9	(X)	45.8	(X)
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP05)				

Table: Race and Ethnicity

	Broward County		Margate	
	Number	Percentage	Number	Percentage
White alone	1,354,542	70.9%	22,200	38.7%
Black or African American alone	524,739	27.5%	16,069	28.0%
American Indian and Alaska Native alone	3,188	0.2%	36	0.1%
Asian alone	67,313	3.5%	2,240	3.9%
Native Hawaiian/Other Pac Islander alone	946	0.0%	0	0.0%
Some other race alone	10,121	0.5%	377	0.7%
Two or more races	37,797	2.0%	1,426	2.5%
Hispanic or Latino (of any race)	554,609	29.1%	15,079	26.3%

Data Note: Numbers should come from the cells in the “Hispanic or Latino and Race” section and not from the “Race” section. This will remove Hispanic residents from the other race groups and provide a more accurate picture of the jurisdiction’s demographics.

Chart: Race and Ethnicity



Source: 2014-2018 American Community Survey 5-Year Estimates (B03002)

Table: Disability Characteristics

	Broward County		Margate	
	With a Disability	Without a Disability	With a Disability	Without a Disability
Population Age 16 and Over	195,466	1,341,197	8,027	40,672
Employed	21.5%	67.7%	18.4%	70.3%
Not in Labor Force	74.8%	27.8%	79.1%	25.8%
Median Earnings	\$22,429	\$32,105	\$15,954	\$29,171
Below the Poverty Level	19.3%	11.2%	27.0%	17.6%

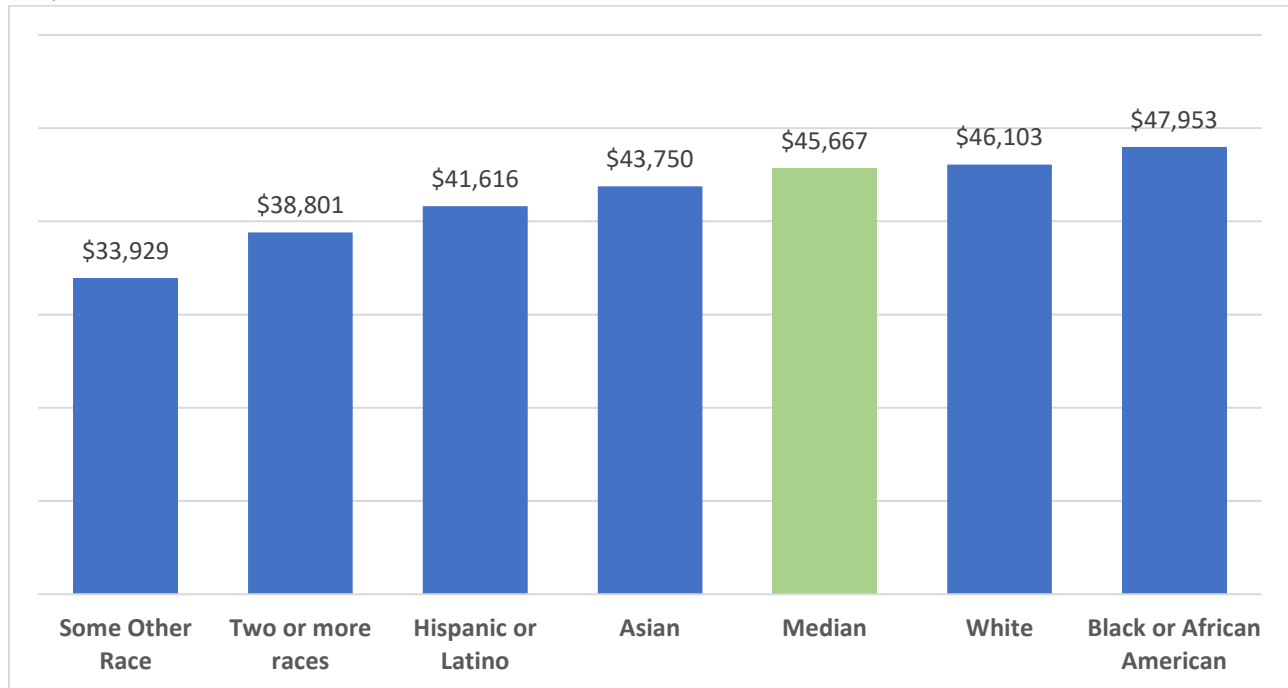
Source: 2014-2018 ACS 5-Yr Estimates (S1811)

Table: Comparison of Veterans and Non-Veterans

	Veterans	Non-Veterans
Population Over 18 Years Old	3,001	44,754
Median Income	\$30,517	\$25,700
Labor Force Participation Rate	86.2%	83.0%
Unemployment Rate	1.4%	5.6%
Below Poverty in the Past 12 Months	131	4,991
With Any Disability	877	7,138

Source: 2014-2018 ACS 5-Yr Estimates (S2101)

Graph: Income and Race



Data Source: 2014-2018 American Community Survey 5-Yr Estimates (S1903)

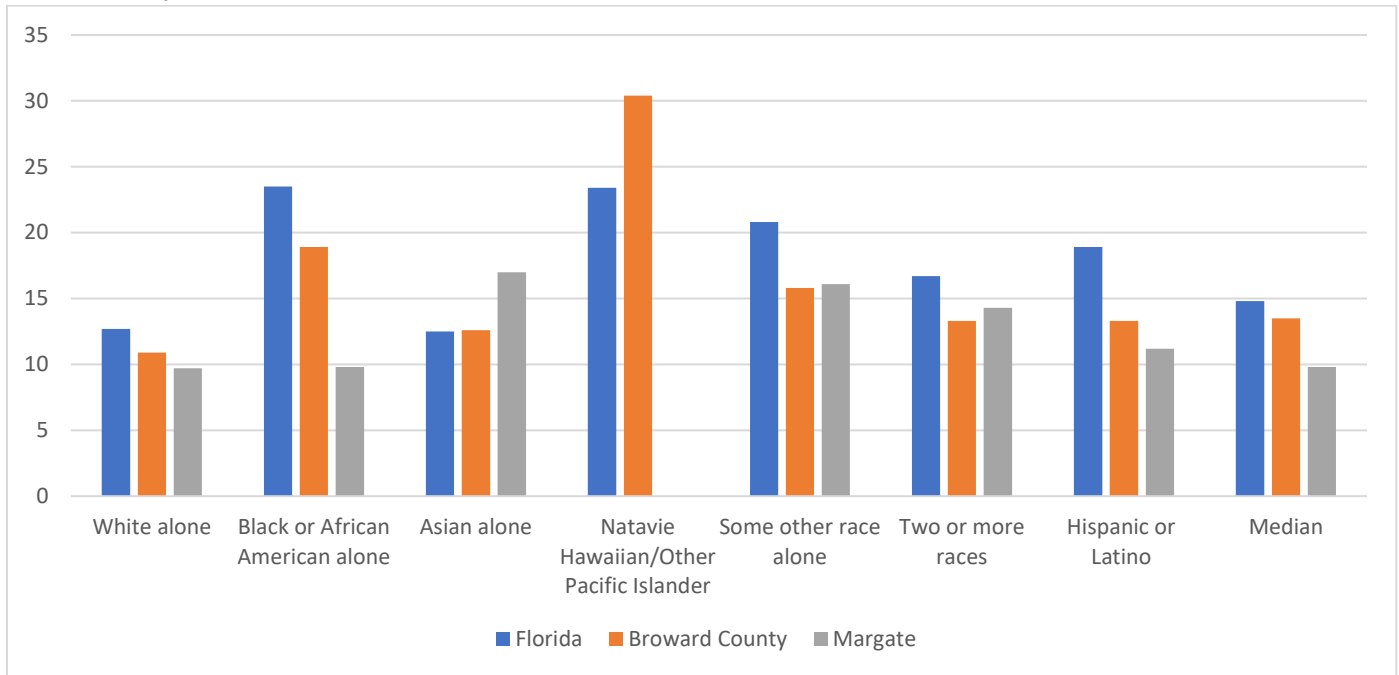
Note: Groups with a small sample size and large margin of error were removed from this visualization.

Table: Monthly Housing Costs

	Homeowners with a Mortgage		Homeowners without a Mortgage		Renters	
	Number	Percentage	Number	Percentage	Number	Percentage
Less than 20%	3,009	31.10%	3,415	56.4%	773	12.7%
20.0 to 24.9%	1,529	15.80%	557	9.2%	818	13.40%
25 to 29.9%	1,257	13.00%	549	9.10%	368	6.00%
30 to 34.9%	783	8.10%	387	6.40%	646	10.60%
35% or more	3,108	32.10%	1,147	18.90%	3,489	57.30%
Total Cost Burdened	3,891	40.20%	1,534	25.30%	4,135	67.90%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Chart: Poverty and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1701)

Table: Commuting Methods

	Florida	Broward County	Margate
Total Workers (16 Years and Older)	9,140,393	931,338	29,531
Car, truck, or van	88.6%	88.9%	92.2%
Drove alone	79.4%	79.9%	83.5%
Carpooled	9.2%	8.9%	8.7%
Public transportation (excluding taxicab)	1.9%	2.6%	1.8%
Walked	1.4%	1.2%	0.6%
Bicycle	0.6%	0.6%	0.4%
Taxicab, motorcycle, or other means	1.6%	1.6%	1.4%
Worked at home	5.8%	5.0%	3.6%
Source: 2014-2018 ACS 5-Yr Estimates (S0801)			

Table: Commute Time

	2010	2018	% Change
Workers 16 Years and Older (did not work at home)	25,185	28,467	11.6%
Less than 10 minutes	7.5%	7.4%	-1.3%
10 to 29 minutes	45.8%	55.8%	21.8%
30 to 59 minutes	40.5%	38.5%	-4.9%
60 or more minutes	6.2%	5.7%	-8.0%
Mean travel time to work (minutes)	26.8	26.8	0%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (S0801)			

Housing Profile

Table: Property Type in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
1-unit, detached structure	10,846	41.9%	11,449	42.7%
1-unit, attached structure	1,744	6.7%	1,545	5.8%
2 units	240	0.9%	262	1.0%
3 or 4 units	701	2.7%	694	2.6%
5-9 units	1,595	6.2%	1,459	5.4%
10-19 units	3,688	14.3%	4,342	16.2%
20 or more units	6,026	23.3%	5,962	22.2%
Mobile Home	1,025	4.0%	1,033	3.9%
Boat, RV, Van, Etc.	0	0.0%	53	0.2%
Total	25,865	100%	26,799	100%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

Table: Unit Size

	2010		2018	
	Number	Percentage	Number	Percentage
No bedroom	122	0.5%	737	2.8%
1 bedroom	3,958	15.3%	3,318	12.4%
2 bedrooms	11,487	44.4%	12,636	47.2%
3 bedrooms	7,885	30.5%	7,968	29.7%
4 bedrooms	2,272	8.8%	2,022	7.5%
5 or more bedrooms	141	0.5%	118	0.4%
Total	25,865	100%	26,799	100%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

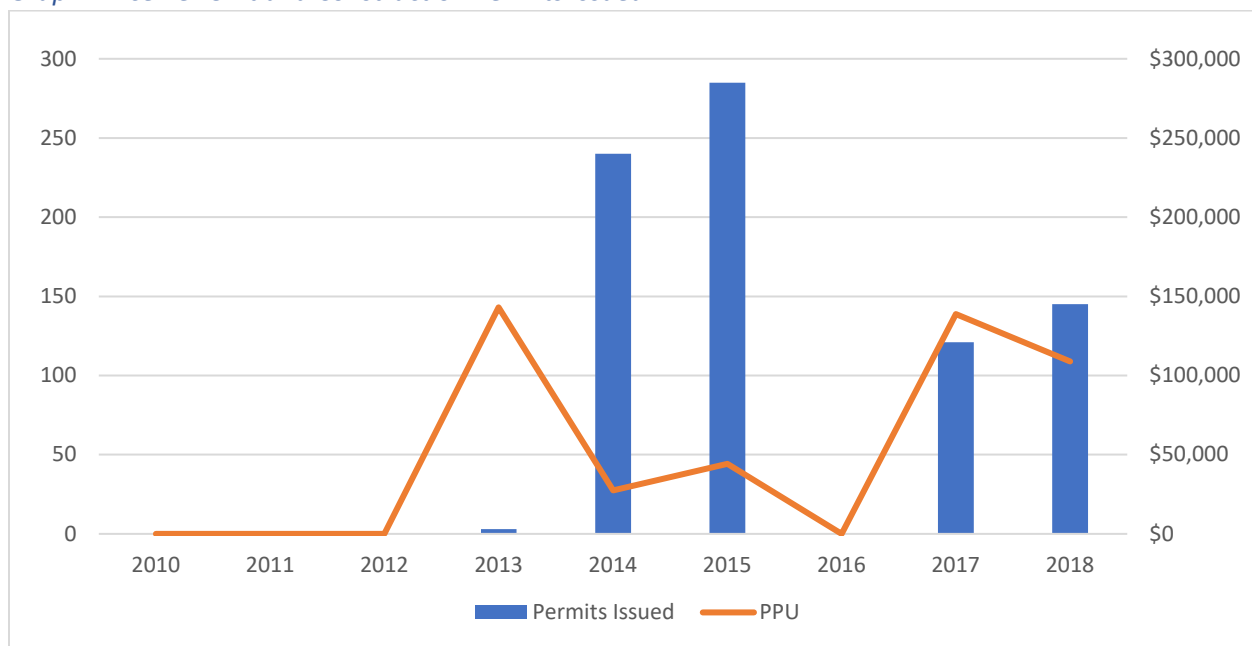
Table: Year Unit Built

	Florida		Broward County		Margate	
	Number	Percentage	Number	Percentage	Number	Percentage
Built 2010 or Later	412,422	4.4%	20,597	2.5%	163	0.6%
Built 2000 to 2009	1,841,784	19.7%	87,192	10.6%	1,160	4.3%
Built 1990 to 1999	1,601,928	17.1%	133,067	16.2%	3,817	14.2%
Built 1980 to 1989	1,907,366	20.4%	151,729	18.5%	5,400	20.2%
Built 1970 to 1979	1,671,892	17.9%	218,272	26.6%	11,985	44.7%
Built 1960 to 1969	856,245	9.2%	121,051	14.7%	2,965	11.1%
Built 1950 to 1959	662,846	7.1%	73,811	9.0%	950	3.5%
Built 1940 to 1949	192,250	2.1%	9,284	1.1%	212	0.8%
Built 1939 or earlier	201,956	2.2%	6,085	0.7%	147	0.5%
Total	9,348,689	100%	821,088	100%	26,799	100%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)						

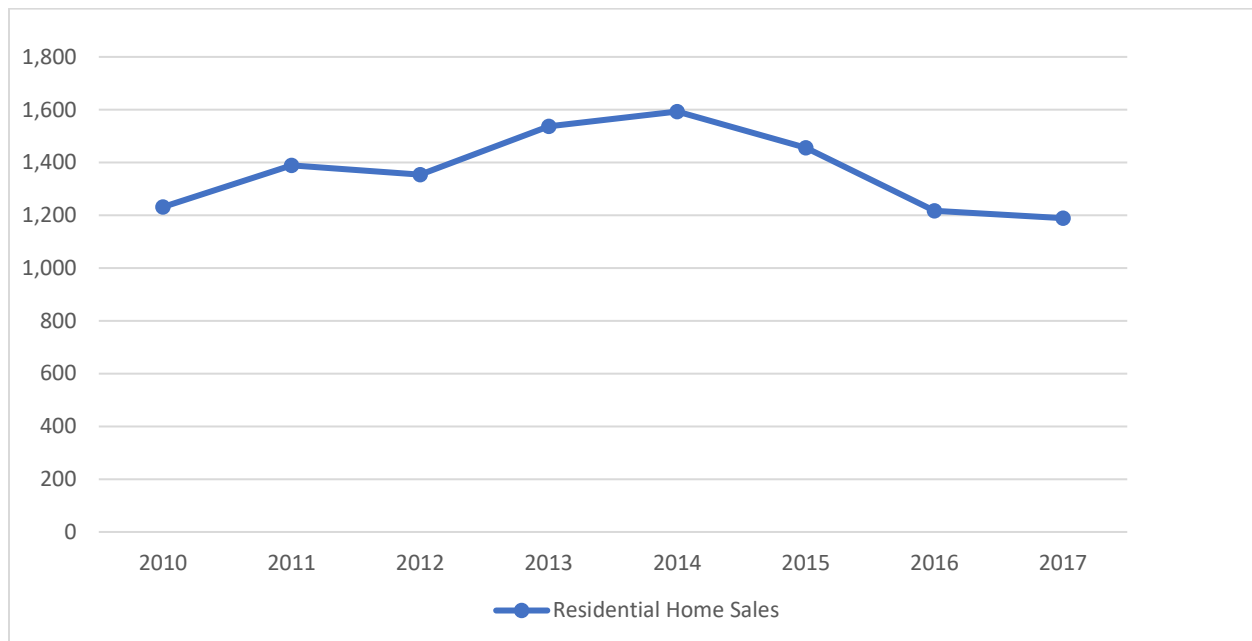
Table: Housing Occupancy in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Total Housing Units	25,865		26,799	
Occupied Housing Units	21,895	84.7%	22,330	83.3%
Owner Occupied Units	17,141	78.3%	15,966	71.5%
Renter Occupied Units	4,754	21.7%	6,364	28.5%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

Graph: Price Per Unit and Construction Permits Issued



Graph: Housing Sales by Year



Source: PolicyMap & Zillow

Table: Housing Costs in 2010 and 2018

	2010	2018	% Change
Median Home Value	\$169,100	\$172,900	2.2%
Median Contract Rent	\$1,072	\$1,167	8.9%

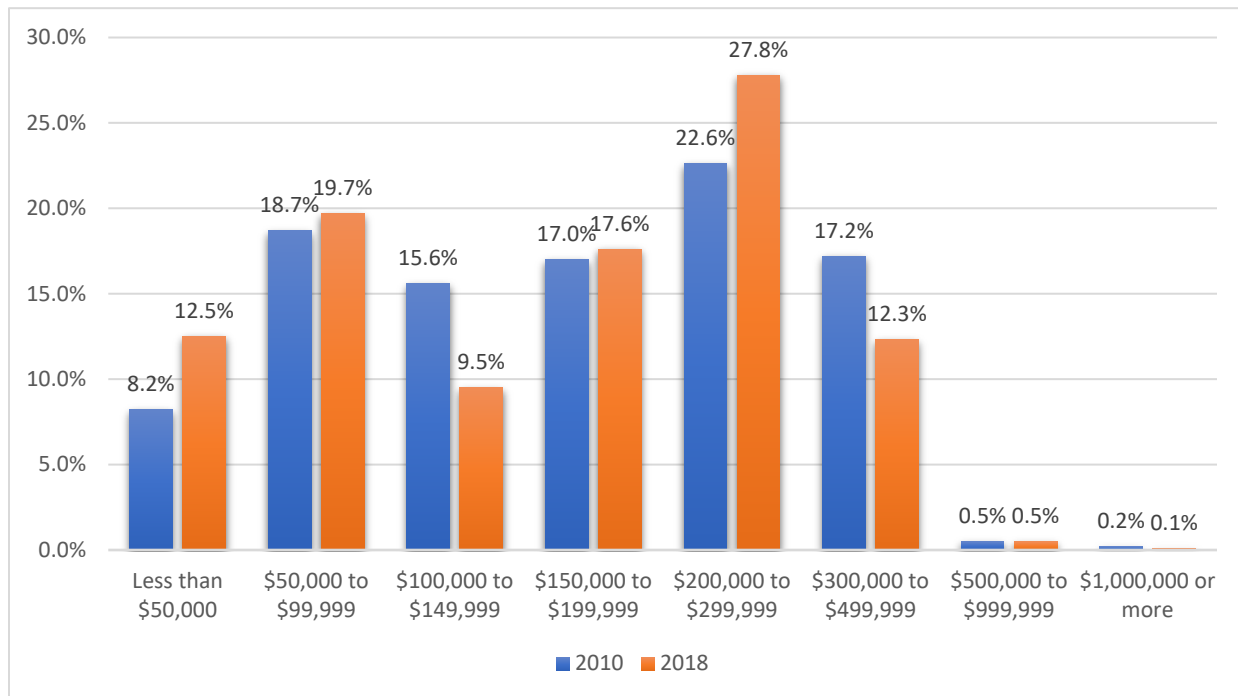
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04, B25058)

Table: Home Value in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$50,000	1,402	8.2%	1,993	12.5%
\$50,000 to \$99,999	3,203	18.7%	3,149	19.7%
\$100,000 to \$149,999	2,676	15.6%	1,524	9.5%
\$150,000 to \$199,999	2,909	17.0%	2,815	17.6%
\$200,000 to \$299,999	3,874	22.6%	4,434	27.8%
\$300,000 to \$499,999	2,948	17.2%	1,960	12.3%
\$500,000 to \$999,999	94	0.5%	72	0.5%
\$1,000,000 or more	35	0.2%	19	0.1%
Total Units	17,141	100%	15,966	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Median Home Value by Price Range



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Rent

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$500	81	1.8%	196	3.2%
\$500 to \$999	994	22.0%	1,375	22.2%
\$1,000 to \$1,499	2,357	52.3%	2,624	42.3%
\$1,500 or more	1,074	23.8%	2,005	32.4%
Total Units	4,506	100%	6,200	100%
No rent paid	248	(X)	164	(X)

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)
 Note: Median Rent is calculated based solely on those renters actually paying rent.

Miramar – Data Tables

Community Profile

Table: Age – 2010 to 2018

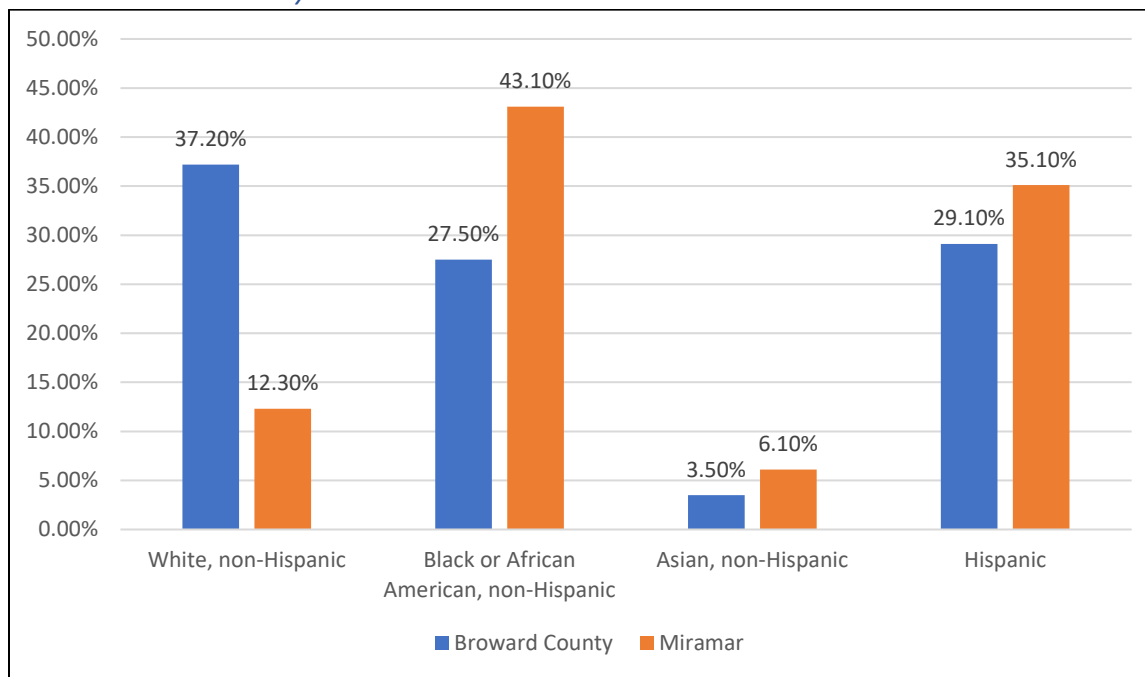
Age Cohort	2010		2018	
	Number	Percent	Number	Percent
Under 5 years	9,144	8.0%	8,965	6.5%
5 to 9 years	9,044	8.0%	8,989	6.5%
10 to 14 years	9,905	8.7%	9,494	6.9%
15 to 19 years	9,028	7.9%	9,206	6.7%
20 to 24 years	7,796	6.9%	9,770	7.1%
25 to 34 years	16,244	14.3%	19,697	14.3%
35 to 44 years	18,818	16.5%	21,831	15.8%
45 to 54 years	16,255	14.3%	21,156	15.3%
55 to 59 years	5,687	5.0%	8,554	6.2%
60 to 64 years	3,958	3.5%	6,586	4.8%
65 to 74 years	4,700	4.1%	8,451	6.1%
75 to 84 years	2,651	2.3%	4,204	3.0%
85 years and over	477	0.4%	1,265	0.9%
Median Age	32.6	(X)	36.2	(X)
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP05)				

Table: Race and Ethnicity

	Broward County		Miramar	
	Number	Percentage	Number	Percentage
White alone	1,354,542	70.9%	16,940	12.3%
Black or African American alone	524,739	27.5%	59,613	43.1%
American Indian and Alaska Native alone	3,188	0.2%	80	0.1%
Asian alone	67,313	3.5%	8,391	6.1%
Native Hawaiian/Other Pac Islander alone	946	0.0%	0	0.0%
Some other race alone	10,121	0.5%	807	0.6%
Two or more races	37,797	2.0%	3,904	2.8%
Hispanic or Latino (of any race)	554,609	29.1%	48,433	35.1%

Data Note: Numbers should come from the cells in the “Hispanic or Latino and Race” section and not from the “Race” section. This will remove Hispanic residents from the other race groups and provide a more accurate picture of the jurisdiction’s demographics.

Chart: Race and Ethnicity



Source: 2014-2018 American Community Survey 5-Year Estimates (B03002)

Table: Disability Characteristics

	Broward County		Miramar	
	With a Disability	Without a Disability	With a Disability	Without a Disability
Population Age 16 and Over	195,466	1,341,197	8,321	100,483
Employed	21.5%	67.7%	23.1%	68.3%
Not in Labor Force	74.8%	27.8%	72.7%	27.9%
Median Earnings	\$22,429	\$32,105	\$26,201	\$36,035
Below the Poverty Level	19.3%	11.2%	27.0%	17.6%

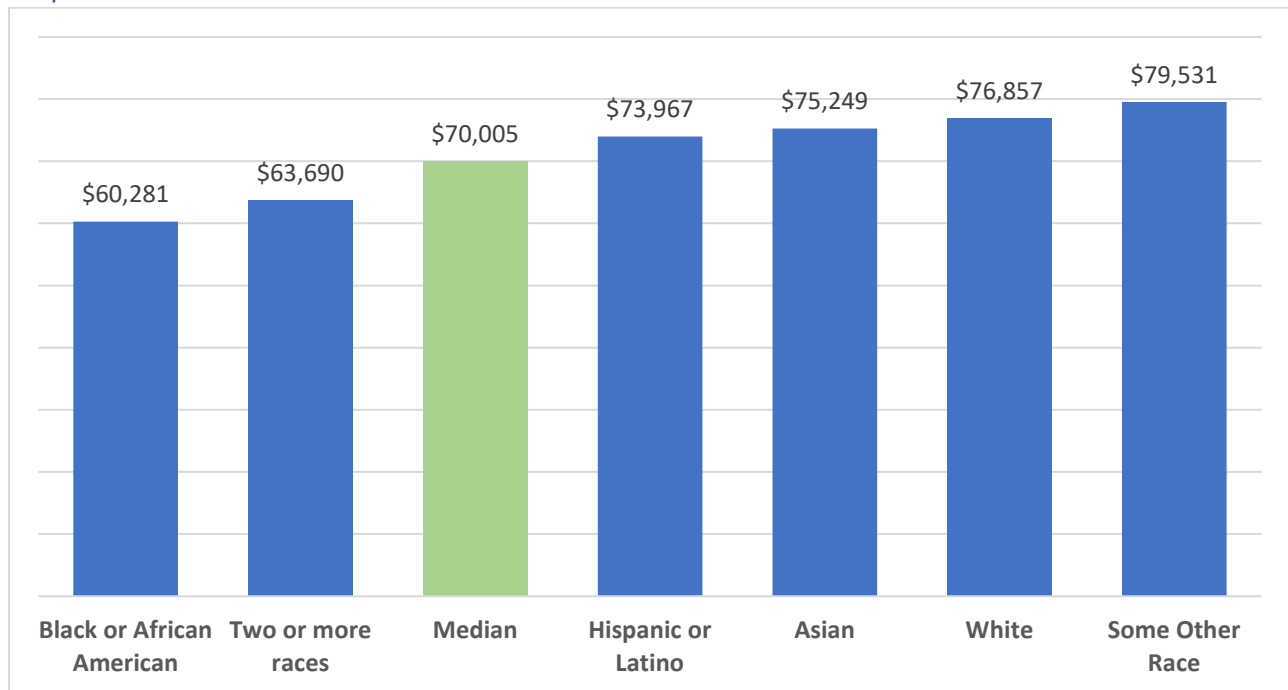
Source: 2014-2018 ACS 5-Yr Estimates (S1811)

Table: Comparison of Veterans and Non-Veterans

	Veterans	Non-Veterans
Population Over 18 Years Old	2,898	102,133
Median Income	\$45,794	\$31,585
Labor Force Participation Rate	94.5%	78.6%
Unemployment Rate	6.8%	5.3%
Below Poverty in the Past 12 Months	226	9,610
With Any Disability	497	7,663

Source: 2014-2018 ACS 5-Yr Estimates (S2101)

Graph: Income and Race



Data Source: 2014-2018 American Community Survey 5-Yr Estimates (S1903)

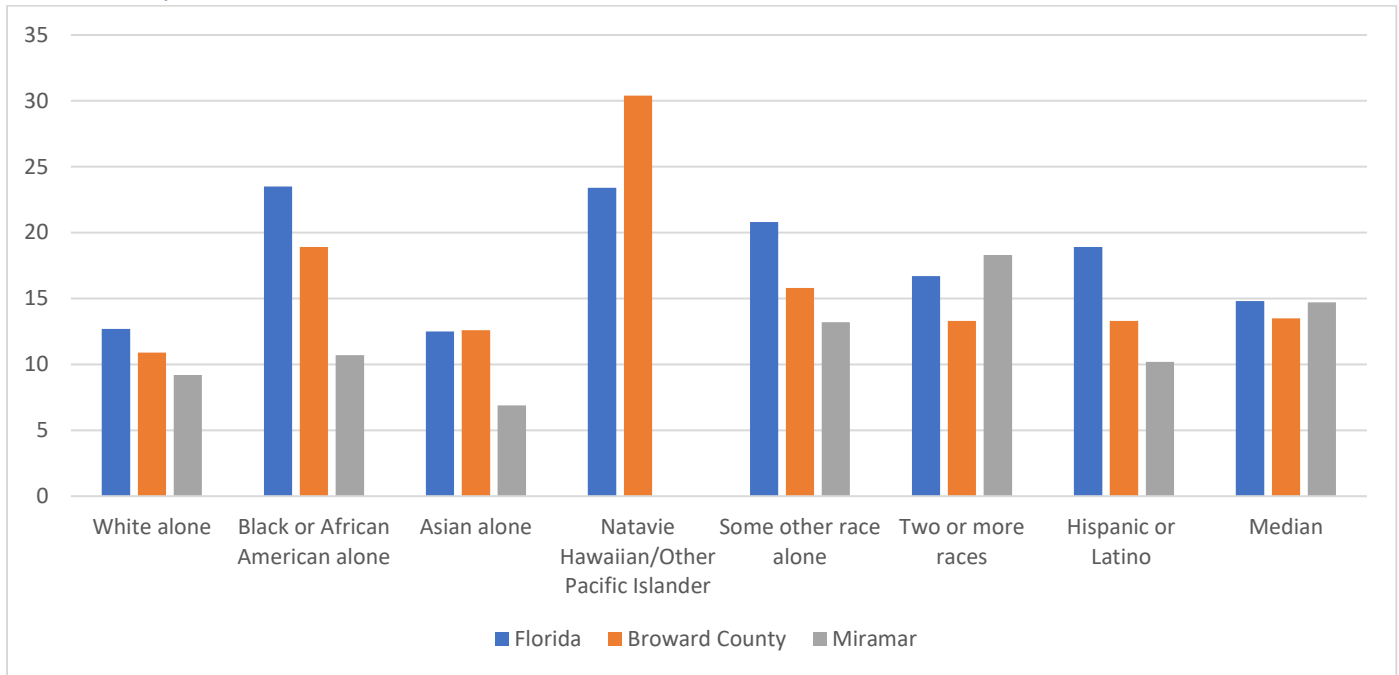
Note: Groups with a small sample size and large margin of error were removed from this visualization.

Table: Monthly Housing Costs

	Homeowners with a Mortgage		Homeowners without a Mortgage		Renters	
	Number	Percentage	Number	Percentage	Number	Percentage
Less than 20%	5,775	29.40%	5,885	75.4%	1,576	13.8%
20.0 to 24.9%	2,966	15.10%	407	5.2%	1,453	12.70%
25 to 29.9%	2,589	13.20%	212	2.70%	1,227	10.70%
30 to 34.9%	1,673	8.50%	111	1.4%	1,803	15.80%
35% or more	6,671	33.90%	1,193	15.30%	5,359	46.90%
Total Cost Burdened	8,344	42.40%	1,304	16.70%	7,162	62.70%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Chart: Poverty and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1701)

Table: Commuting Methods

	Florida	Broward County	Miramar
Total Workers (16 Years and Older)	9,140,393	931,338	69,616
Car, truck, or van	88.6%	88.9%	95.1%
Drove alone	79.4%	79.9%	88.5%
Carpooled	9.2%	8.9%	6.6%
Public transportation (excluding taxicab)	1.9%	2.6%	1.6%
Walked	1.4%	1.2%	0.1%
Bicycle	0.6%	0.6%	0.2%
Taxicab, motorcycle, or other means	1.6%	1.6%	0.9%
Worked at home	5.8%	5.0%	2.2%
Source: 2014-2018 ACS 5-Yr Estimates (S0801)			

Table: Commute Time

	2010	2018	% Change
Workers 16 Years and Older (did not work at home)	52,244	68,084	30.3%
Less than 10 minutes	5.2%	4.4%	-15.4%
10 to 29 minutes	39.2%	49%	25%
30 to 59 minutes	47%	42.3%	-10%
60 or more minutes	9.0%	8.7%	-3.3%
Mean travel time to work (minutes)	30.9	29.9	-3.2%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (S0801)			

Housing Profile

Table: Property Type in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
1-unit, detached structure	24,233	63.5%	29,382	66.5%
1-unit, attached structure	5,097	13.4%	4,823	10.9%
2 units	608	1.6%	482	1.1%
3 or 4 units	762	2.0%	609	1.4%
5-9 units	923	2.4%	1,688	3.8%
10-19 units	2,152	5.6%	2,619	5.9%
20 or more units	3,708	9.7%	3,072	6.9%
Mobile Home	657	1.7%	1,530	3.5%
Boat, RV, Van, Etc.	0	0.0%	0	0.0%
Total	25,865	100%	26,799	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Unit Size

	2010		2018	
	Number	Percentage	Number	Percentage
No bedroom	309	0.8%	496	1.1%
1 bedroom	2,067	5.4%	2,398	5.4%
2 bedrooms	8,439	22.1%	11,037	25.0%
3 bedrooms	15,522	40.7%	17,653	39.9%
4 bedrooms	8,395	22.0%	9,418	21.3%
5 or more bedrooms	3,408	8.9%	3,203	7.2%
Total	38,140	100%	44,205	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Year Unit Built

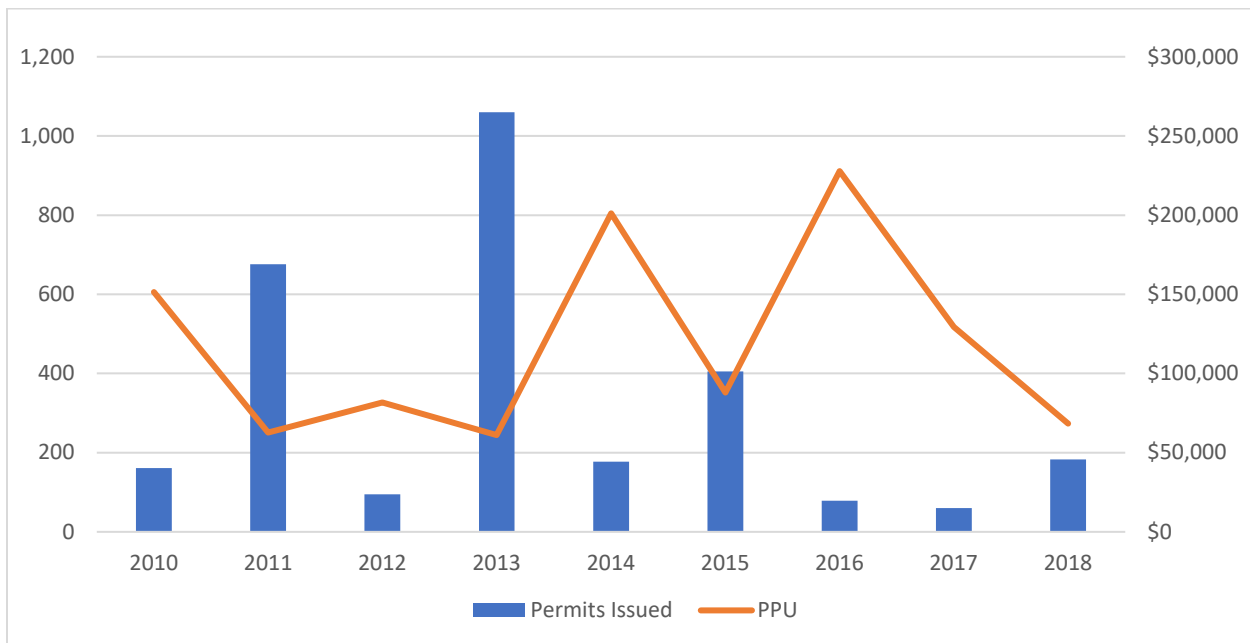
	Florida		Broward County		Miramar	
	Number	Percentage	Number	Percentage	Number	Percentage
Built 2010 or Later	412,422	4.4%	20,597	2.5%	1667	3.8%
Built 2000 to 2009	1,841,784	19.7%	87,192	10.6%	15,522	35.1%
Built 1990 to 1999	1,601,928	17.1%	133,067	16.2%	11,270	25.5%
Built 1980 to 1989	1,907,366	20.4%	151,729	18.5%	4,254	9.6%
Built 1970 to 1979	1,671,892	17.9%	218,272	26.6%	3,804	8.6%
Built 1960 to 1969	856,245	9.2%	121,051	14.7%	5,059	11.4%
Built 1950 to 1959	662,846	7.1%	73,811	9.0%	2,446	5.5%
Built 1940 to 1949	192,250	2.1%	9,284	1.1%	136	0.3%
Built 1939 or earlier	201,956	2.2%	6,085	0.7%	47	0.1%
Total	9,348,689	100%	821,088	100%	44,205	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

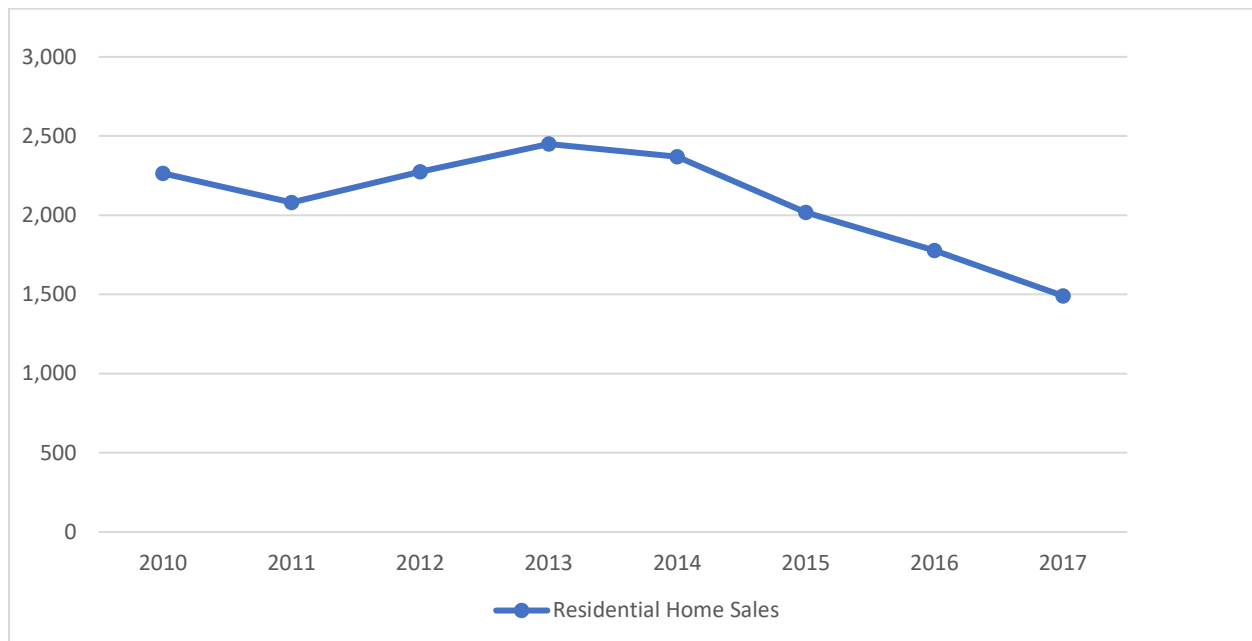
Table: Housing Occupancy in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Total Housing Units	38,140		44,205	
Occupied Housing Units	34,254	89.8%	39,759	89.9%
Owner Occupied Units	26,025	76.0%	27,695	69.7%
Renter Occupied Units	8,229	24.0%	12,064	30.3%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

Graph: Price Per Unit and Construction Permits Issued



Graph: Housing Sales by Year



Source: PolicyMap & Zillow

Table: Housing Costs in 2010 and 2018

	2010	2018	% Change
Median Home Value	\$297,000	\$279,900	-5.8%
Median Contract Rent	\$1,251	\$1,328	6.2%

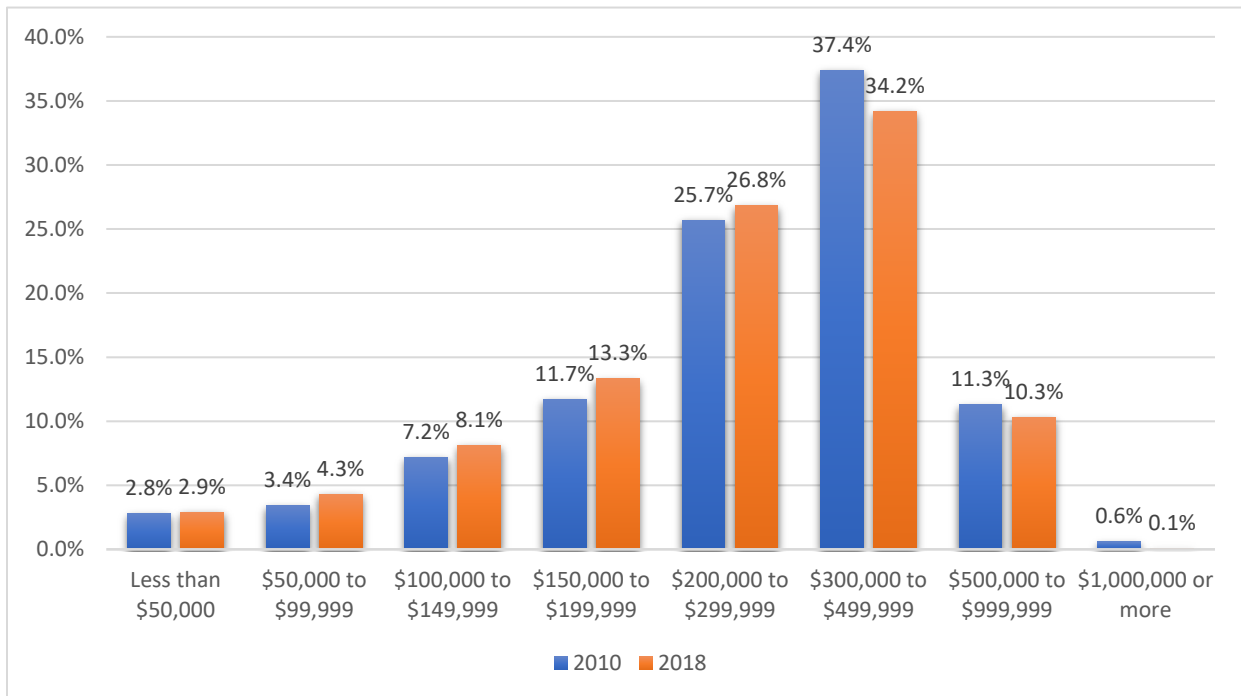
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04, B25058)

Table: Home Value in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$50,000	720	2.8%	813	2.9%
\$50,000 to \$99,999	883	3.4%	1,200	4.3%
\$100,000 to \$149,999	1,877	7.2%	2,238	8.1%
\$150,000 to \$199,999	3,055	11.7%	3,680	13.3%
\$200,000 to \$299,999	6,683	25.7%	7,423	26.8%
\$300,000 to \$499,999	9,731	37.4%	9,483	34.2%
\$500,000 to \$999,999	2,929	11.3%	2,844	10.3%
\$1,000,000 or more	147	0.6%	14	0.1%
Total Units	26,025	100%	27,695	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Median Home Value by Price Range



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Rent

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$500	141	1.8%	43	0.4%
\$500 to \$999	1525	19.50%	1,619	13.7%
\$1,000 to \$1,499	2,663	34.1%	4,729	40.1%
\$1,500 or more	3,471	44.5%	5404	45.7%
Total Units	7,800	100%	11,795	100%
No rent paid	429	(X)	269	(X)

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Note: Median Rent is calculated based solely on those renters actually paying rent.

Pembroke Pines – Data Tables

Community Profile

Table: Age – 2010 to 2018

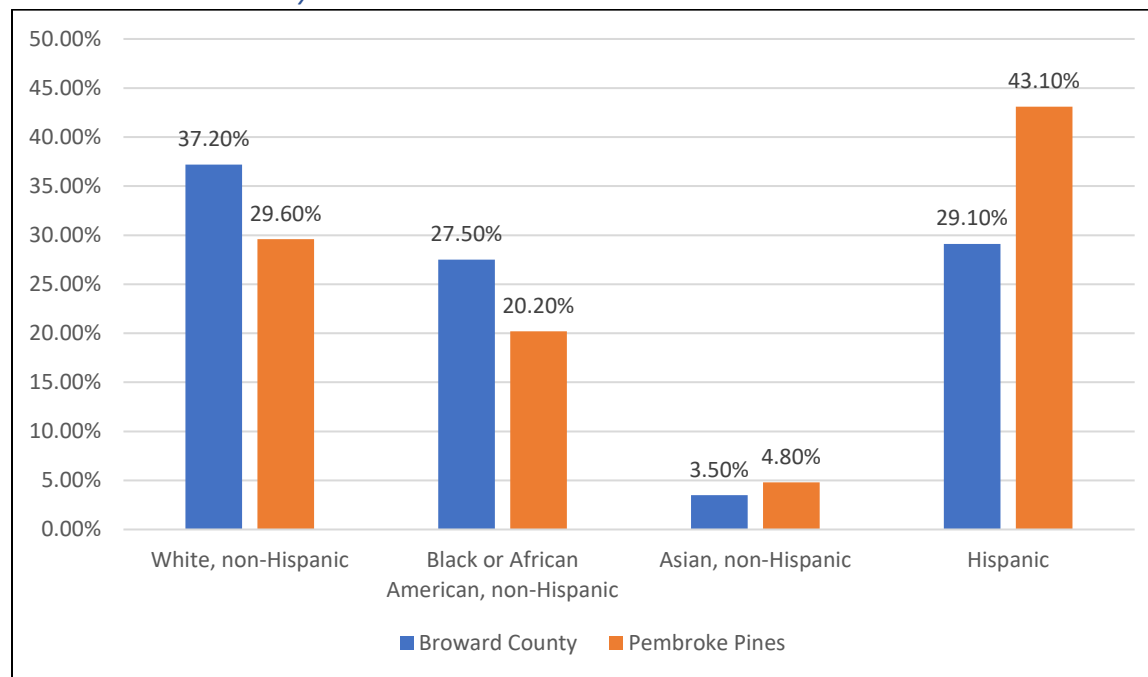
Age Cohort	2010		2018	
	Number	Percent	Number	Percent
Under 5 years	8,277	5.4%	9,619	5.7%
5 to 9 years	9,999	6.6%	8,571	5.1%
10 to 14 years	11,291	7.4%	10,511	6.2%
15 to 19 years	10,353	6.8%	10,264	6.1%
20 to 24 years	8,232	5.4%	11,200	6.7%
25 to 34 years	18,960	12.4%	21,613	12.8%
35 to 44 years	24,438	16.0%	22,852	13.6%
45 to 54 years	22,916	15.0%	24,548	14.6%
55 to 59 years	8,436	5.5%	10,628	6.3%
60 to 64 years	6,810	4.5%	9,953	5.9%
65 to 74 years	10,368	6.8%	15,154	9.0%
75 to 84 years	8,257	5.4%	9,256	5.5%
85 years and over	4,029	2.6%	4,091	2.4%
Median Age	38.9	(X)	40.5	(X)
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP05)				

Table: Race and Ethnicity

	Broward County		Pembroke Pines	
	Number	Percentage	Number	Percentage
White alone	1,354,542	70.9%	49,836	29.6%
Black or African American alone	524,739	27.5%	34,026	20.2%
American Indian and Alaska Native alone	3,188	0.2%	574	0.3%
Asian alone	67,313	3.5%	8,133	4.8%
Native Hawaiian/Other Pac Islander alone	946	0.0%	81	0.0%
Some other race alone	10,121	0.5%	974	0.6%
Two or more races	37,797	2.0%	2,079	1.2%
Hispanic or Latino (of any race)	554,609	29.1%	72,557	43.1%

Data Note: Numbers should come from the cells in the “Hispanic or Latino and Race” section and not from the “Race” section. This will remove Hispanic residents from the other race groups and provide a more accurate picture of the jurisdiction’s demographics.

Chart: Race and Ethnicity



Source: 2014-2018 American Community Survey 5-Year Estimates (B03002)

Table: Disability Characteristics

	Broward County		Pembroke Pines	
	With a Disability	Without a Disability	With a Disability	Without a Disability
Population Age 16 and Over	195,466	1,341,197	15,441	121,145
Employed	21.5%	67.7%	17.5%	66.5%
Not in Labor Force	74.8%	27.8%	78.2%	29.9%
Median Earnings	22,429	32,105	26,789	39,501
Below the Poverty Level	19.3%	11.2%	27.0%	17.6%

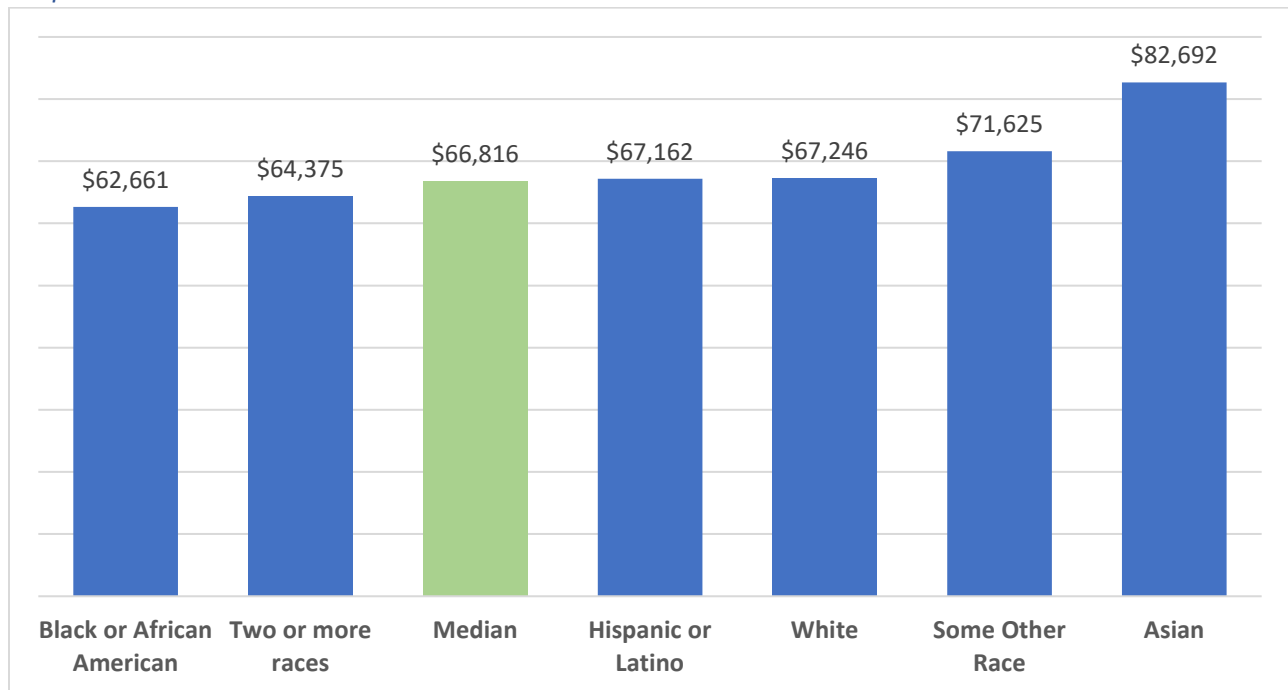
Source: 2014-2018 ACS 5-Yr Estimates (S1811)

Table: Comparison of Veterans and Non-Veterans

	Veterans	Non-Veterans
Population Over 18 Years Old	6,049	127,145
Median Income	\$51,595	\$31,826
Labor Force Participation Rate	83.4%	79.5%
Unemployment Rate	0.8%	5.7%
Below Poverty in the Past 12 Months	230	12,480
With Any Disability	1,420	13,792

Source: 2014-2018 ACS 5-Yr Estimates (S2101)

Graph: Income and Race



Source: 2014-2018 ACS 5-Yr Estimates (\$1903)

Data note 1: Hispanic or Latino (+/- 33,403), Asian (+/- 26,047) and “Some other race” (+/- 47,971) households made up a small number of households and have a high margin of error and should be viewed with caution.

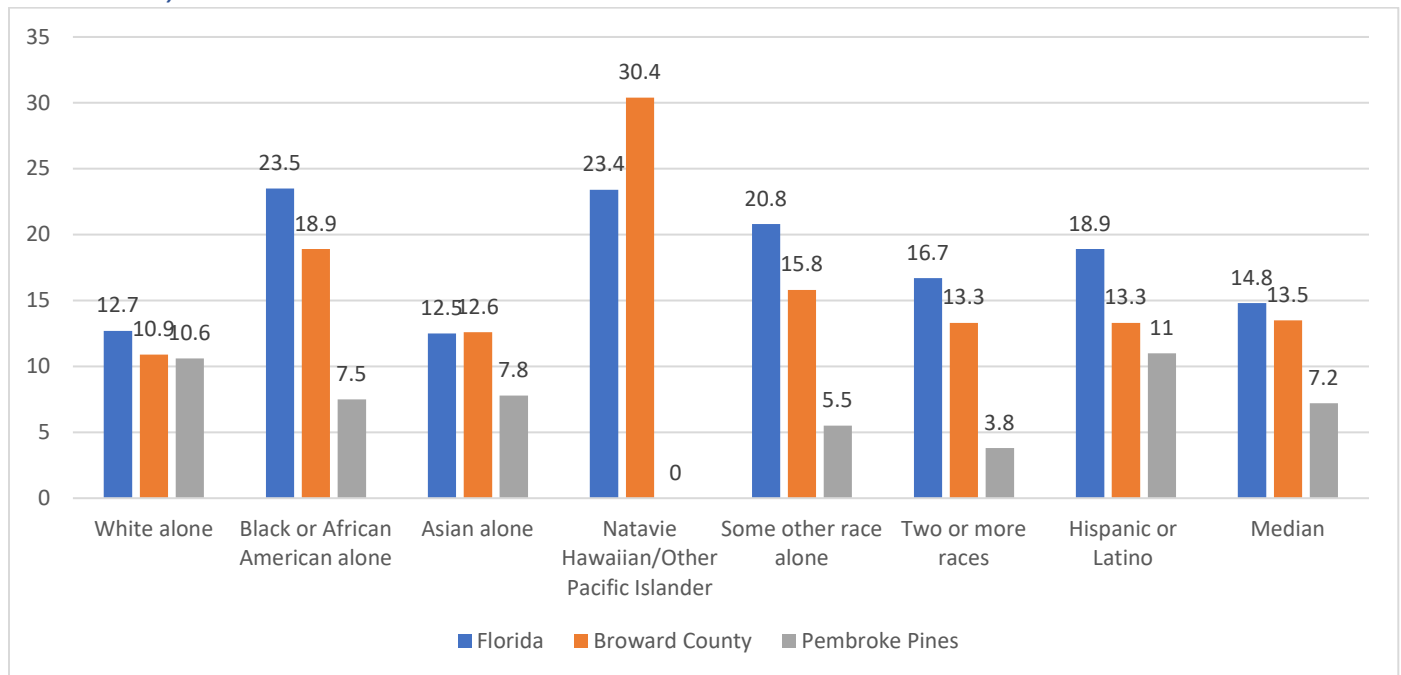
Data note 2: No data available for Native American/Alaska Natives, Hawaiian/Other Pacific Islanders, and Two or more races.

Table: Monthly Housing Costs

	Homeowners with a Mortgage		Homeowners without a Mortgage		Renters	
	Number	Percentage	Number	Percentage	Number	Percentage
Less than 20%	8,815	33.8%	8,116	58.1%	2,078	13.7%
20.0 to 24.9%	4,330	16.6%	920	6.6%	2,123	13.9%
25 to 29.9%	3,131	12.0%	993	7.10%	2,207	14.5%
30 to 34.9%	2,204	8.5%	667	4.8%	1,745	11.4%
35% or more	7,602	29.1%	3,247	23.3%	7,102	46.6%
Total Cost Burdened	9,806	37.6%	3,914	28.1%	8,847	58.0%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Chart: Poverty and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1701)

Table: Commuting Methods

	Florida	Broward County	Pembroke Pines
Total Workers (16 Years and Older)	9,140,393	931,338	82,077
Car, truck, or van	88.6%	88.9%	92.8%
Drove alone	79.4%	79.9%	85.9%
Carpooled	9.2%	8.9%	6.9%
Public transportation (excluding taxicab)	1.9%	2.6%	1.1%
Walked	1.4%	1.2%	0.3%
Bicycle	0.6%	0.6%	0.1%
Taxicab, motorcycle, or other means	1.6%	1.6%	0.9%
Worked at home	5.8%	5.0%	4.7%
Source: 2014-2018 ACS 5-Yr Estimates (S0801)			

Table: Commute Time

	2010	2018	% Change
Workers 16 Years and Older (did not work at home)	69,364	78,198	12.7%
Less than 10 minutes	6.6%	4.6%	-30.3%
10 to 29 minutes	40.8%	45.2%	10.8%
30 to 59 minutes	44%	43.1%	-2.4%
60 or more minutes	9.1%	11.6%	-27.5%
Mean travel time to work (minutes)	30.1	31.6	-4.9%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (S0801)			

Housing Profile

Table: Property Type in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
1-unit, detached structure	29,154	48.2%	31,064	48.7%
1-unit, attached structure	8,218	13.6%	9,382	14.7%
2 units	216	0.4%	436	0.7%
3 or 4 units	1,377	2.3%	1,694	2.7%
5-9 units	2,944	4.9%	2,993	4.7%
10-19 units	3,837	6.3%	3,615	5.7%
20 or more units	14,121	23.3%	13,454	21.1%
Mobile Home	621	1.0%	1,127	1.8%
Boat, RV, Van, Etc.	0	0.0%	6	0.0%
Total	60,488	100%	63,771	100%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

Table: Unit Size

	2010		2018	
	Number	Percentage	Number	Percentage
No bedroom	131	0.2%	975	1.5%
1 bedroom	6,574	10.9%	6,351	10.0%
2 bedrooms	19,369	32.0%	21,883	34.3%
3 bedrooms	21,659	35.8%	21,265	33.3%
4 bedrooms	10,612	17.5%	11,046	17.3%
5 or more bedrooms	2,143	3.5%	2,251	3.5%
Total	60,488	100%	63,771	100%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

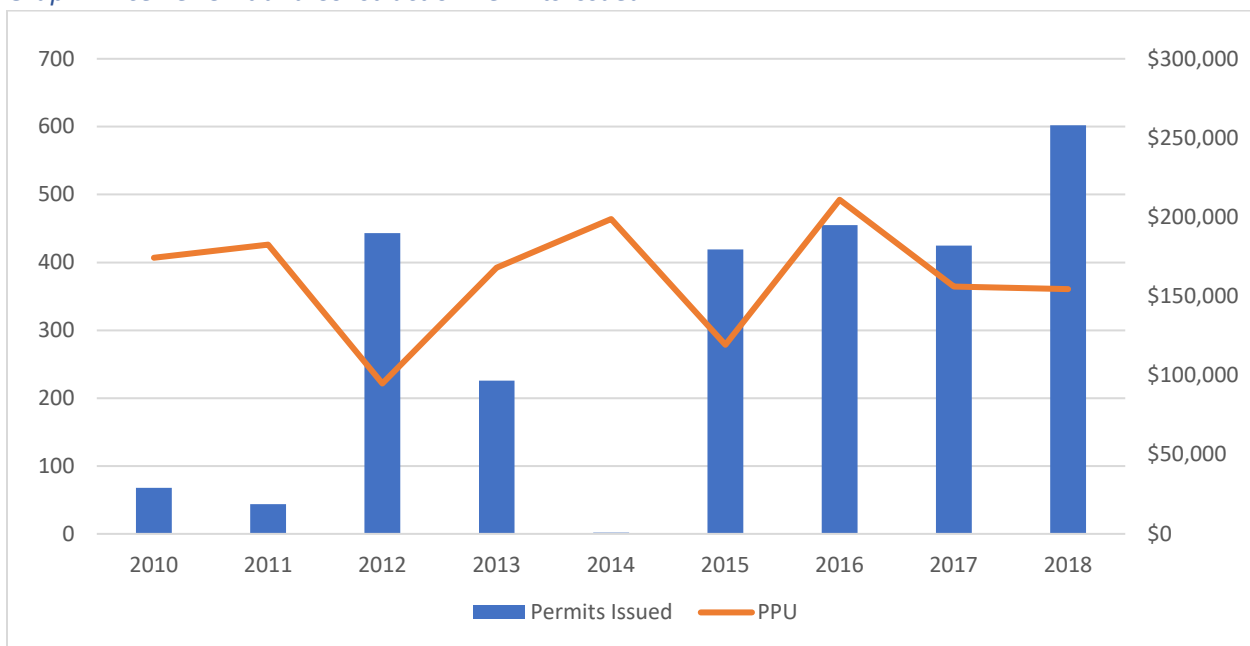
Table: Year Unit Built

	Florida		Broward County		Pembroke Pines	
	Number	Percentage	Number	Percentage	Number	Percentage
Built 2010 or Later	412,422	4.4%	20,597	2.5%	1,666	2.7%
Built 2000 to 2009	1,841,784	19.7%	87,192	10.6%	7,974	12.5%
Built 1990 to 1999	1,601,928	17.1%	133,067	16.2%	25,772	40.4%
Built 1980 to 1989	1,907,366	20.4%	151,729	18.5%	12,985	20.4%
Built 1970 to 1979	1,671,892	17.9%	218,272	26.6%	10,247	16.1%
Built 1960 to 1969	856,245	9.2%	121,051	14.7%	3,768	5.9%
Built 1950 to 1959	662,846	7.1%	73,811	9.0%	1,078	1.7%
Built 1940 to 1949	192,250	2.1%	9,284	1.1%	220	0.3%
Built 1939 or earlier	201,956	2.2%	6,085	0.7%	61	0.1%
Total	9,348,689	100%	821,088	100%	63,771	100%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)						

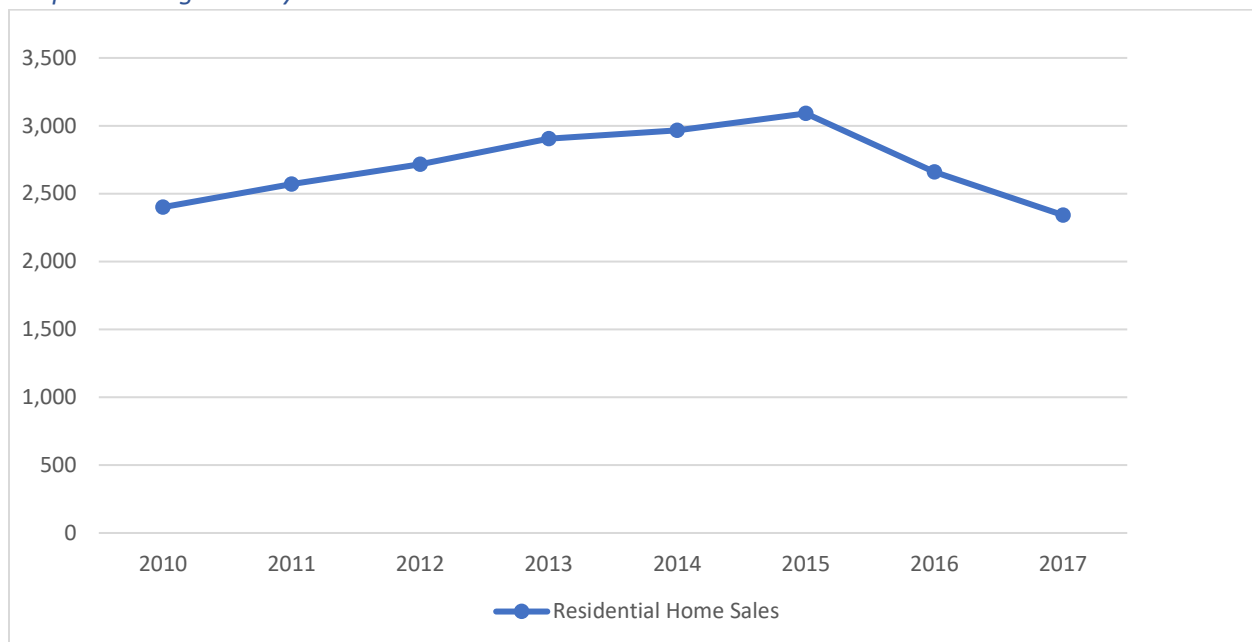
Table: Housing Occupancy in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Total Housing Units	60,488		63,771	
Occupied Housing Units	54,264	89.7%	56,788	89%
Owner Occupied Units	42,739	78.8%	40,742	71.7%
Renter Occupied Units	11,525	21.2%	16,046	28.3%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

Graph: Price Per Unit and Construction Permits Issued



Graph: Housing Sales by Year



Source: PolicyMap & Zillow

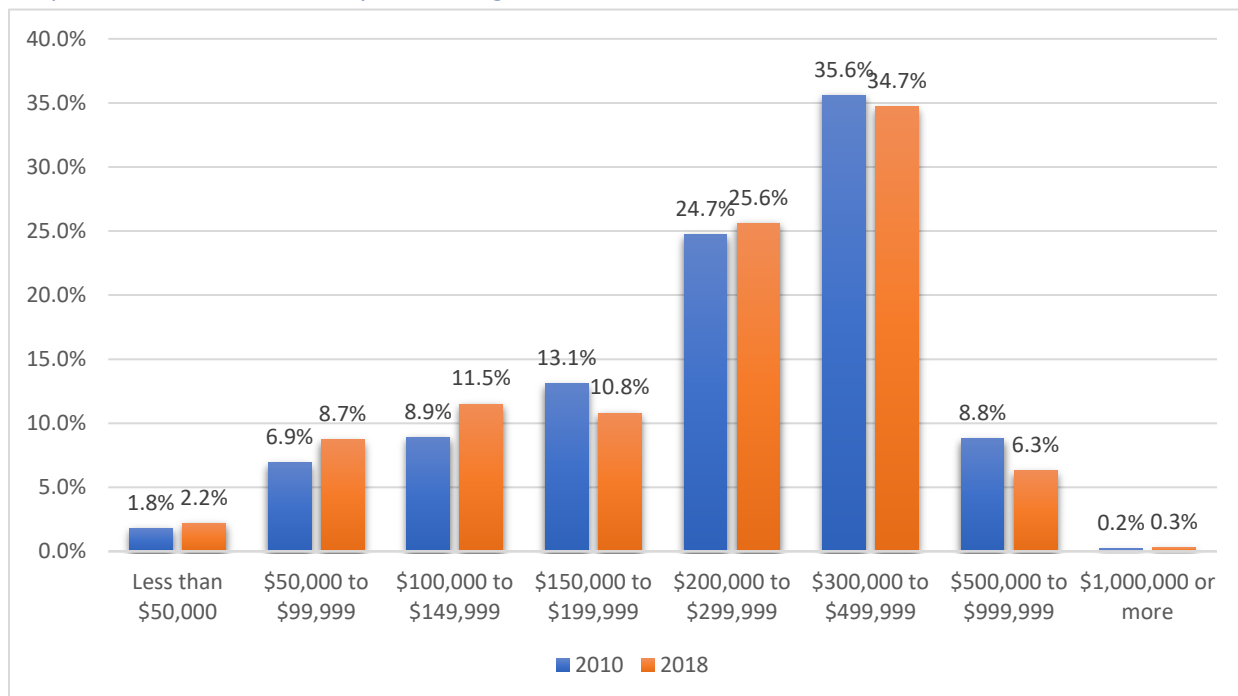
Table: Housing Costs in 2010 and 2018

	2010	2018	% Change
Median Home Value	\$277,600	\$264,700	-4.6%
Median Contract Rent	\$1,211	\$1,379	13.9%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04, B25058)			

Table: Home Value in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$50,000	770	1.8%	895	2.2%
\$50,000 to \$99,999	2,929	6.9%	3,535	8.7%
\$100,000 to \$149,999	3,822	8.9%	4,677	11.5%
\$150,000 to \$199,999	5,603	13.1%	4,397	10.8%
\$200,000 to \$299,999	10,545	24.7%	10,414	25.6%
\$300,000 to \$499,999	15,230	35.6%	14,145	34.7%
\$500,000 to \$999,999	3,765	8.8%	2,561	6.3%
\$1,000,000 or more	75	0.2%	118	0.3%
Total Units	42,739	100%	40,742	100%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

Graph: Median Home Value by Price Range



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Rent

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$500	346	3.2%	467	3.0%
\$500 to \$999	1992	18.20%	1,284	8.1%
\$1,000 to \$1,499	4,902	44.7%	6,178	39.2%
\$1,500 or more	3,719	33.9%	7829	49.6%
Total Units	10,959	100%	15,758	100%
No rent paid	566	(X)	288	(X)

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Note: Median Rent is calculated based solely on those renters actually paying rent.

Plantation – Data Tables

Community Profile

Table: Age – 2010 to 2018

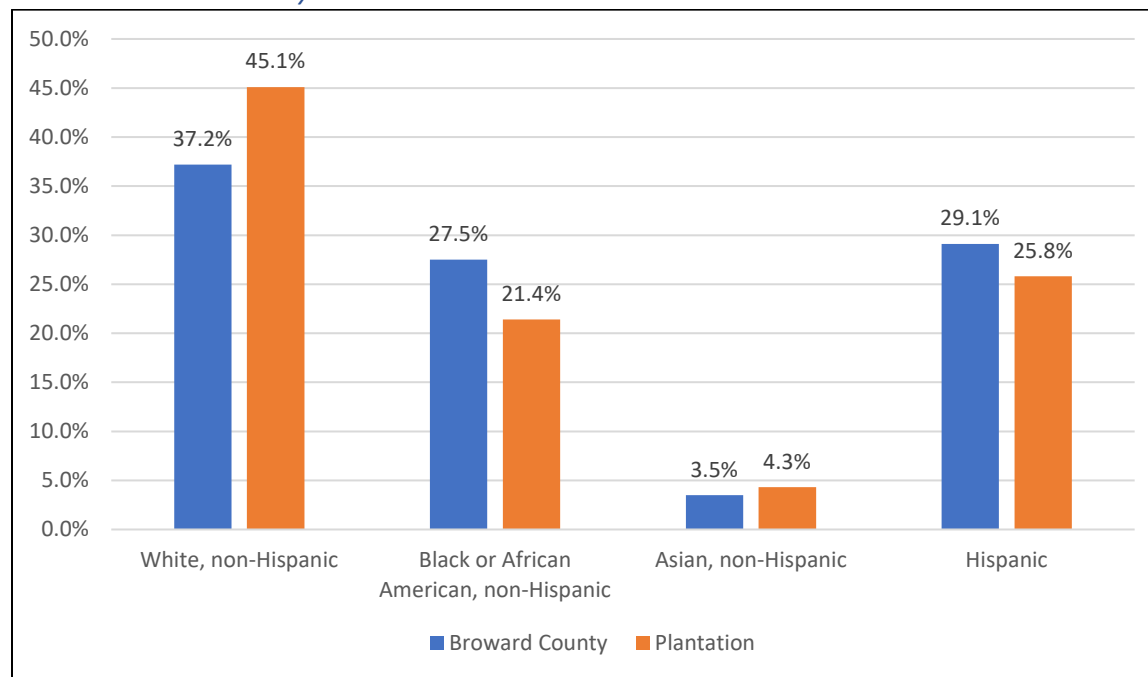
Age Cohort	2010		2018	
	Number	Percent	Number	Percent
Under 5 years	5,366	6.3%	5,976	6.4%
5 to 9 years	4,462	5.2%	5,869	6.3%
10 to 14 years	5,136	6.0%	4,512	4.9%
15 to 19 years	5,796	6.8%	4,602	5.0%
20 to 24 years	4,509	5.3%	4,905	5.3%
25 to 34 years	13,275	15.6%	15,135	16.3%
35 to 44 years	12,012	14.1%	11,440	12.3%
45 to 54 years	12,445	14.6%	13,150	14.2%
55 to 59 years	5,795	6.8%	6,015	6.5%
60 to 64 years	5,025	5.9%	6,480	7.0%
65 to 74 years	5,379	6.3%	8,605	9.3%
75 to 84 years	3,721	4.4%	4,237	4.6%
85 years and over	2,175	2.6%	1,849	2.0%
Median Age	38.5	(X)	39.4	(X)
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP05)				

Table: Race and Ethnicity

	Broward County		Plantation	
	Number	Percentage	Number	Percentage
White alone	1,354,542	70.9%	41,857	45.1%
Black or African American alone	524,739	27.5%	19,889	21.4%
American Indian and Alaska Native alone	3,188	0.2%	43	0.0%
Asian alone	67,313	3.5%	3,986	4.3%
Native Hawaiian/Other Pac Islander alone	946	0.0%	17	0.0%
Some other race alone	10,121	0.5%	369	0.4%
Two or more races	37,797	2.0%	2,722	2.9%
Hispanic or Latino (of any race)	554,609	29.1%	23,892	25.8%

Data Note: Numbers should come from the cells in the “Hispanic or Latino and Race” section and not from the “Race” section. This will remove Hispanic residents from the other race groups and provide a more accurate picture of the jurisdiction’s demographics.

Chart: Race and Ethnicity



Source: 2014-2018 American Community Survey 5-Year Estimates (B03002)

Table: Disability Characteristics

	Broward County		Plantation	
	With a Disability	Without a Disability	With a Disability	Without a Disability
Population Age 16 and Over	195,466	1,341,197	8,380	66,999
Employed	21.5%	67.7%	21.1%	69.4%
Not in Labor Force	74.8%	27.8%	76.6%	26.8%
Median Earnings	22,429	32,105	22,770	39,760
Below the Poverty Level	19.3%	11.2%	10.8%	8.3%

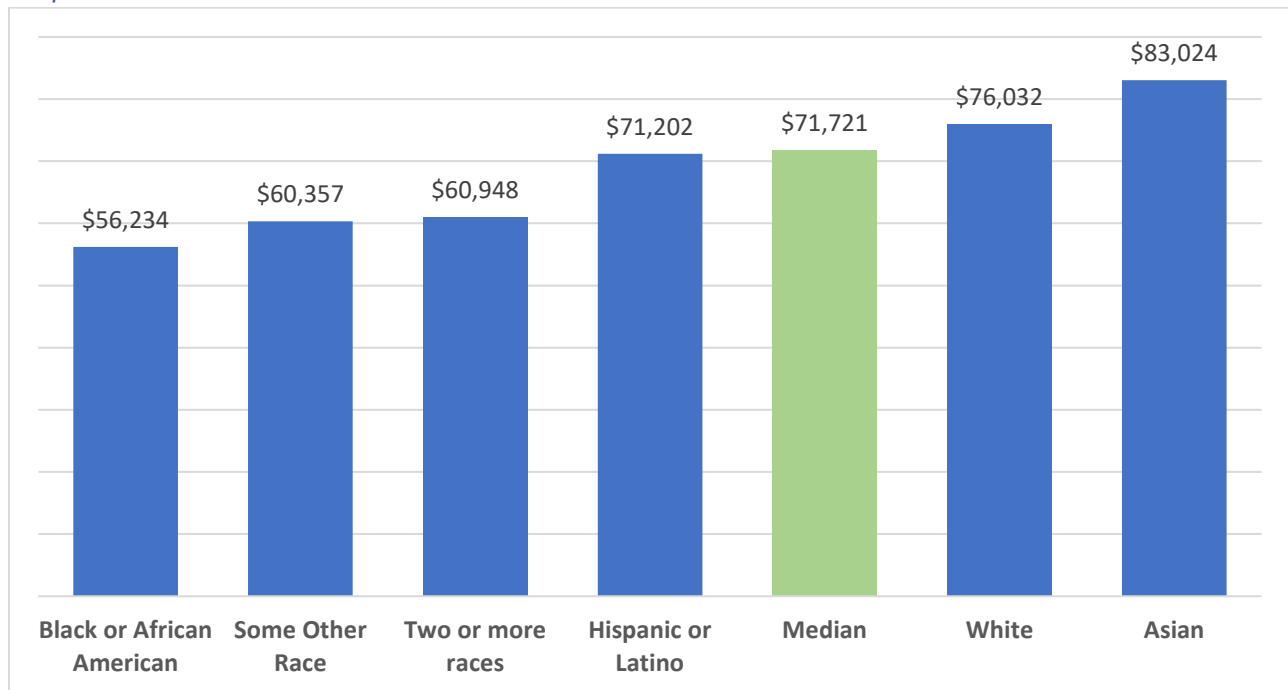
Source: 2014-2018 ACS 5-Yr Estimates (S1811)

Table: Comparison of Veterans and Non-Veterans

	Veterans	Non-Veterans
Population Over 18 Years Old	3,711	69,759
Median Income	\$41,137	\$34,870
Labor Force Participation Rate	78.8%	80.2%
Unemployment Rate	2.2%	5.6%
Below Poverty in the Past 12 Months	203	6,022
With Any Disability	996	7,282

Source: 2014-2018 ACS 5-Yr Estimates (S2101)

Graph: Income and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1903)

Data note 1: Hispanic or Latino (+/- 33,403), Asian (+/- 26,047) and “Some other race” (+/- 47,971) households made up a small number of households and have a high margin of error and should be viewed with caution.

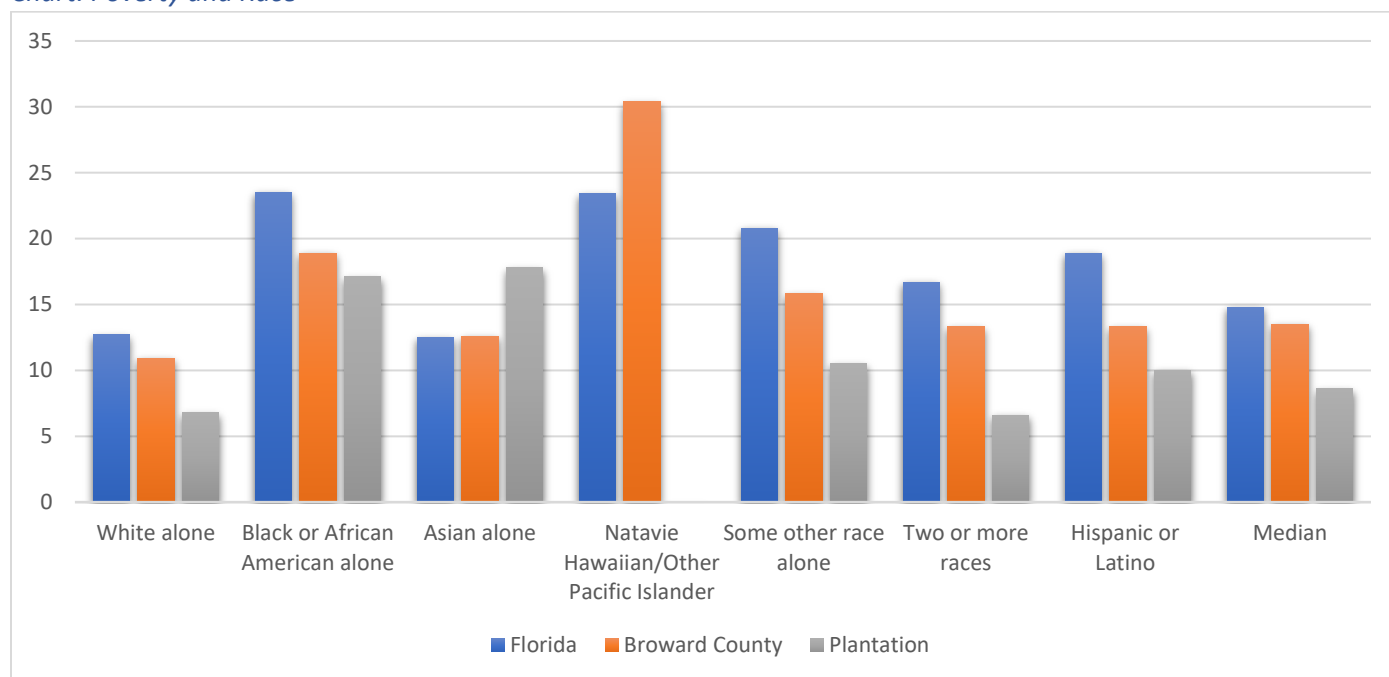
Data note 2: No data available for Native American/Alaska Natives, Hawaiian/Other Pacific Islanders, and Two or more races.

Table: Monthly Housing Costs

	Homeowners with a Mortgage		Homeowners without a Mortgage		Renters	
	Number	Percentage	Number	Percentage	Number	Percentage
Less than 20%	4,538	33.4%	4,692	67.2%	2,208	18.5%
20.0 to 24.9%	2,091	15.4%	639	9.1%	1,507	12.6%
25 to 29.9%	1,607	11.8%	503	7.2%	1,720	14.3%
30 to 34.9%	1,311	9.7%	255	3.7%	1,132	9.4%
35% or more	4,031	29.7%	896	12.8%	5,430	45.3%
Total Cost Burdened	5,342	39.4%	1,151	16.5%	6,562	54.7%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Chart: Poverty and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1701)

The necessity of the following race and ethnicity will vary depending on the jurisdiction. It is only necessary to provide maps for groups that have a significant population in the jurisdiction.

Table: Commuting Methods

	Florida	Broward County	Plantation
Total Workers (16 Years and Older)	9,140,393	931,338	47,284
Car, truck, or van	88.6%	88.9%	90.4%
Drove alone	79.4%	79.9%	81.6%
Carpooled	9.2%	8.9%	8.8%
Public transportation (excluding taxicab)	1.9%	2.6%	1.4%
Walked	1.4%	1.2%	0.5%
Bicycle	0.6%	0.6%	0.1%
Taxicab, motorcycle, or other means	1.6%	1.6%	1.0%
Worked at home	5.8%	5.0%	6.5%
Source: 2014-2018 ACS 5-Yr Estimates (S0801)			

Table: Commute Time

	2010	2018	% Change
Workers 16 Years and Older (did not work at home)	42,454	44,195	4.1%
Less than 10 minutes	9.8%	8.2%	-16.3%
10 to 29 minutes	52.0%	59.5%	14.4%
30 to 59 minutes	32%	33.4%	4.4%
60 or more minutes	5.9%	7.0%	18.6%
Mean travel time to work (minutes)	25.2	27.2	7.9%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (S0801)			

Housing Profile

Table: Property Type in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
1-unit, detached structure	18,785	50.0%	17,452	46.3%
1-unit, attached structure	3,380	9.0%	4,232	11.2%
2 units	448	1.2%	631	1.7%
3 or 4 units	1,807	4.8%	1,389	3.7%
5-9 units	2,487	6.6%	1,898	5.0%
10-19 units	2,812	7.5%	3,415	9.1%
20 or more units	7,310	19.5%	8,394	22.2%
Mobile Home	496	1.3%	226	0.6%
Boat, RV, Van, Etc.	48	0.1%	94	0.2%
Total	37,573	100%	37,731	100%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

Table: Unit Size

	2010		2018	
	Number	Percentage	Number	Percentage
No bedroom	301	0.8%	972	2.6%
1 bedroom	4,992	13.3%	4,881	12.9%
2 bedrooms	11,638	31.0%	12,188	32.3%
3 bedrooms	11,355	30.2%	11,321	30.0%
4 bedrooms	7,870	20.9%	6,961	18.4%
5 or more bedrooms	1,417	3.8%	1,408	3.7%
Total	37,573	100%	37,731	100%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

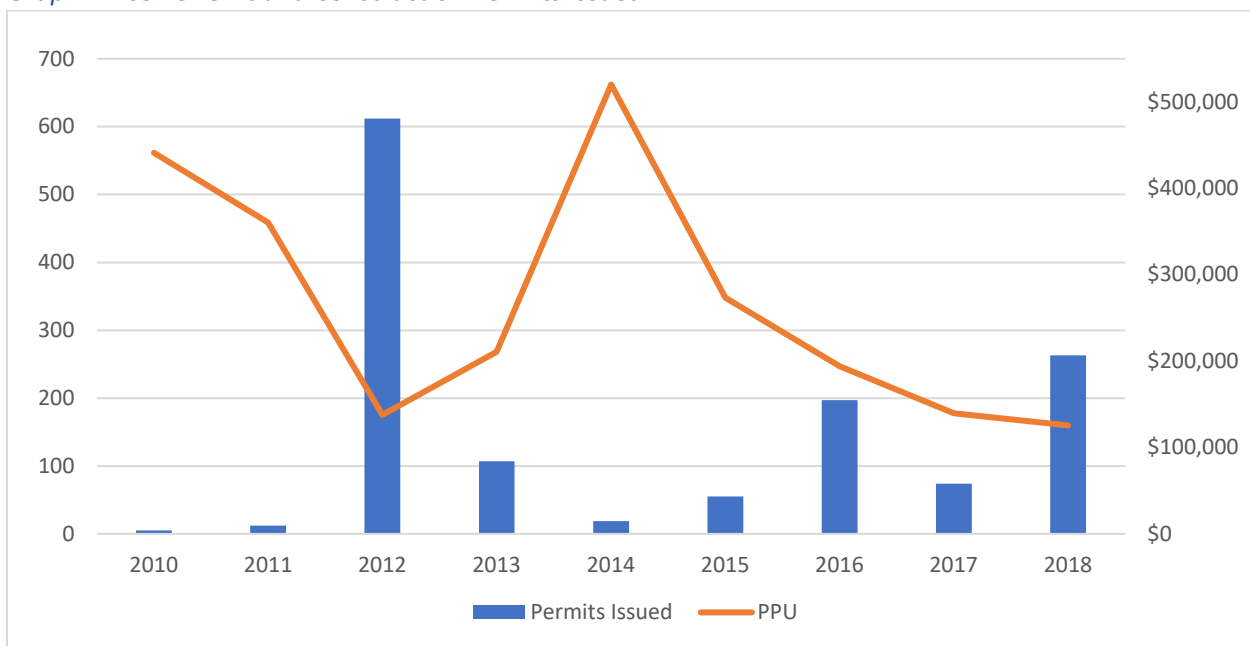
Table: Year Unit Built

	Florida		Broward County		Plantation	
	Number	Percentage	Number	Percentage	Number	Percentage
Built 2010 or Later	412,422	4.4%	20,597	2.5%	969	2.6%
Built 2000 to 2009	1,841,784	19.7%	87,192	10.6%	2,329	6.2%
Built 1990 to 1999	1,601,928	17.1%	133,067	16.2%	7,727	20.5%
Built 1980 to 1989	1,907,366	20.4%	151,729	18.5%	9,484	25.1%
Built 1970 to 1979	1,671,892	17.9%	218,272	26.6%	10,576	28.0%
Built 1960 to 1969	856,245	9.2%	121,051	14.7%	4,510	12.0%
Built 1950 to 1959	662,846	7.1%	73,811	9.0%	1,850	4.9%
Built 1940 to 1949	192,250	2.1%	9,284	1.1%	182	0.5%
Built 1939 or earlier	201,956	2.2%	6,085	0.7%	104	0.3%
Total	9,348,689	100%	821,088	100%	37,731	100%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)						

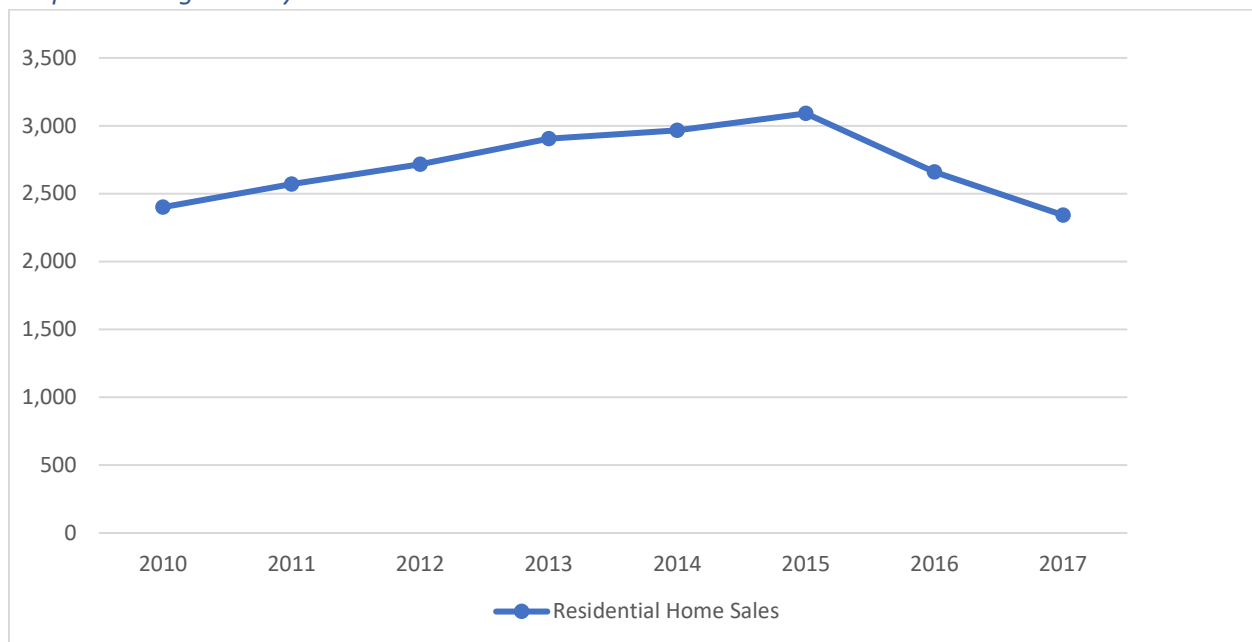
Table: Housing Occupancy in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Total Housing Units	37,573		37,731	
Occupied Housing Units	34,211	91%	33,610	89%
Owner Occupied Units	24,814	72.5%	20,916	62.2%
Renter Occupied Units	9,397	27.5%	12,694	37.8%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

Graph: Price Per Unit and Construction Permits Issued



Graph: Housing Sales by Year



Source: PolicyMap & Zillow

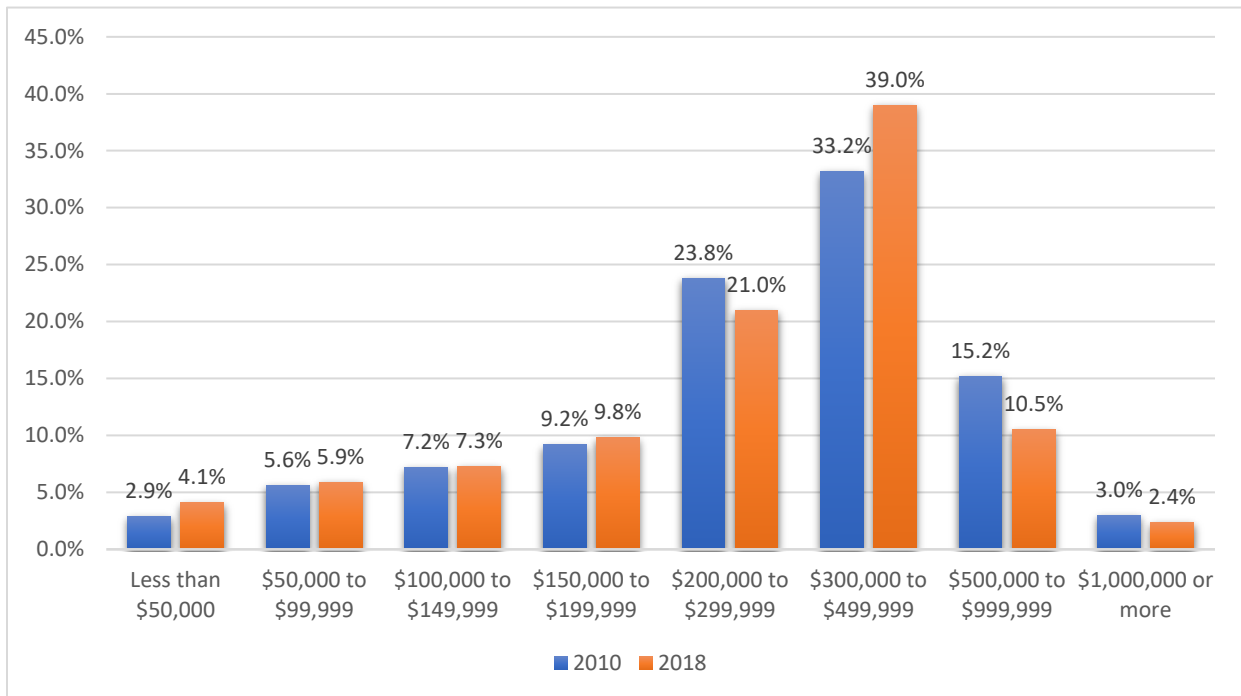
Table: Housing Costs in 2010 and 2018

	2010	2018	% Change
Median Home Value	\$307,000	\$308,800	0.59%%
Median Contract Rent	\$1,155	\$1,444	25%%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04, B25058)			

Table: Home Value in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$50,000	708	2.9%	859	4.1%
\$50,000 to \$99,999	1,378	5.6%	1,224	5.9%
\$100,000 to \$149,999	1,777	7.2%	1,533	7.3%
\$150,000 to \$199,999	2,281	9.2%	2,055	9.8%
\$200,000 to \$299,999	5,915	23.8%	4,382	21.0%
\$300,000 to \$499,999	8,250	33.2%	8,159	39.0%
\$500,000 to \$999,999	3,762	15.2%	2,193	10.5%
\$1,000,000 or more	743	3.0%	511	2.4%
Total Units	24,814	100%	20,916	100%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

Graph: Median Home Value by Price Range



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Rent

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$500	30	0.40%	64	0.5%
\$500 to \$999	1341	14.70%	892	7.3%
\$1,000 to \$1,499	5,191	56.8%	4,223	34.4%
\$1,500 or more	2,579	28.2%	7086	57.7%
Total Units	9,141	100%	12,265	100%
No rent paid	256	(X)	429	(X)

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Note: Median Rent is calculated based solely on those renters actually paying rent.

Sunrise – Data Tables

Community Profile

Table: Age – 2010 to 2018

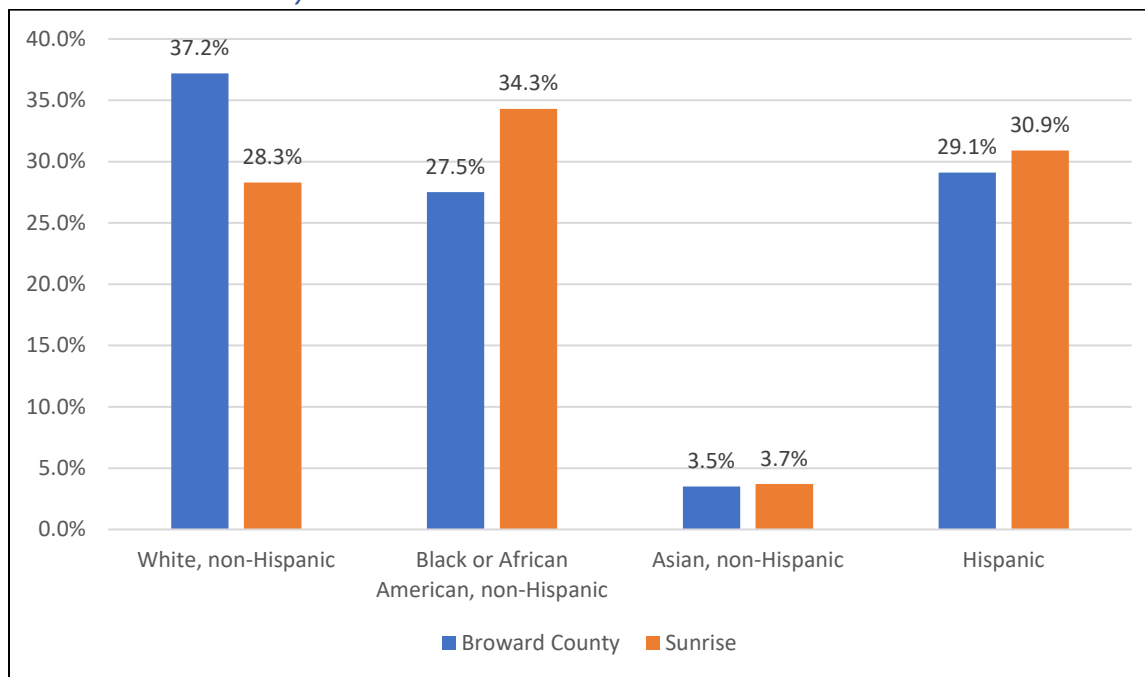
Age Cohort	2010		2018	
	Number	Percent	Number	Percent
Under 5 years	5,140	6.0%	5,648	6.1%
5 to 9 years	5,734	6.7%	5,520	5.9%
10 to 14 years	5,520	6.5%	5,524	5.9%
15 to 19 years	5,751	6.8%	5,712	6.1%
20 to 24 years	5,437	6.4%	5,792	6.2%
25 to 34 years	11,809	13.9%	13,892	14.9%
35 to 44 years	12,506	14.7%	12,335	13.2%
45 to 54 years	13,000	15.3%	11,475	12.3%
55 to 59 years	4,263	5.0%	6,382	6.8%
60 to 64 years	3,650	4.3%	5,585	6.0%
65 to 74 years	5,306	6.2%	8,401	9.0%
75 to 84 years	4,308	5.1%	4,507	4.8%
85 years and over	2,650	3.1%	2,426	2.6%
Median Age	37.7	(X)	38.3	(X)
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP05)				

Table: Race and Ethnicity

	Broward County		Sunrise	
	Number	Percentage	Number	Percentage
White alone	1,354,542	70.9%	26,365	28.3%
Black or African American alone	524,739	27.5%	31,931	34.3%
American Indian and Alaska Native alone	3,188	0.2%	108	0.1%
Asian alone	67,313	3.5%	3,419	3.7%
Native Hawaiian/Other Pac Islander alone	946	0.0%	17	0.0%
Some other race alone	10,121	0.5%	847	0.9%
Two or more races	37,797	2.0%	1,701	1.8%
Hispanic or Latino (of any race)	554,609	29.1%	28,811	30.9%

Data Note: Numbers should come from the cells in the “Hispanic or Latino and Race” section and not from the “Race” section. This will remove Hispanic residents from the other race groups and provide a more accurate picture of the jurisdiction’s demographics.

Chart: Race and Ethnicity



Source: 2014-2018 American Community Survey 5-Year Estimates (B03002)

Table: Disability Characteristics

	Broward County		Sunrise	
	With a Disability	Without a Disability	With a Disability	Without a Disability
Population Age 16 and Over	195,466	1,341,197	10,305	64,538
Employed	21.5%	67.7%	21.8%	68.0%
Not in Labor Force	74.8%	27.8%	75.7%	27.3%
Median Earnings	\$22,429	\$32,105	\$21,521	\$32,045
Below the Poverty Level	19.3%	11.2%	14.1%	10.9%

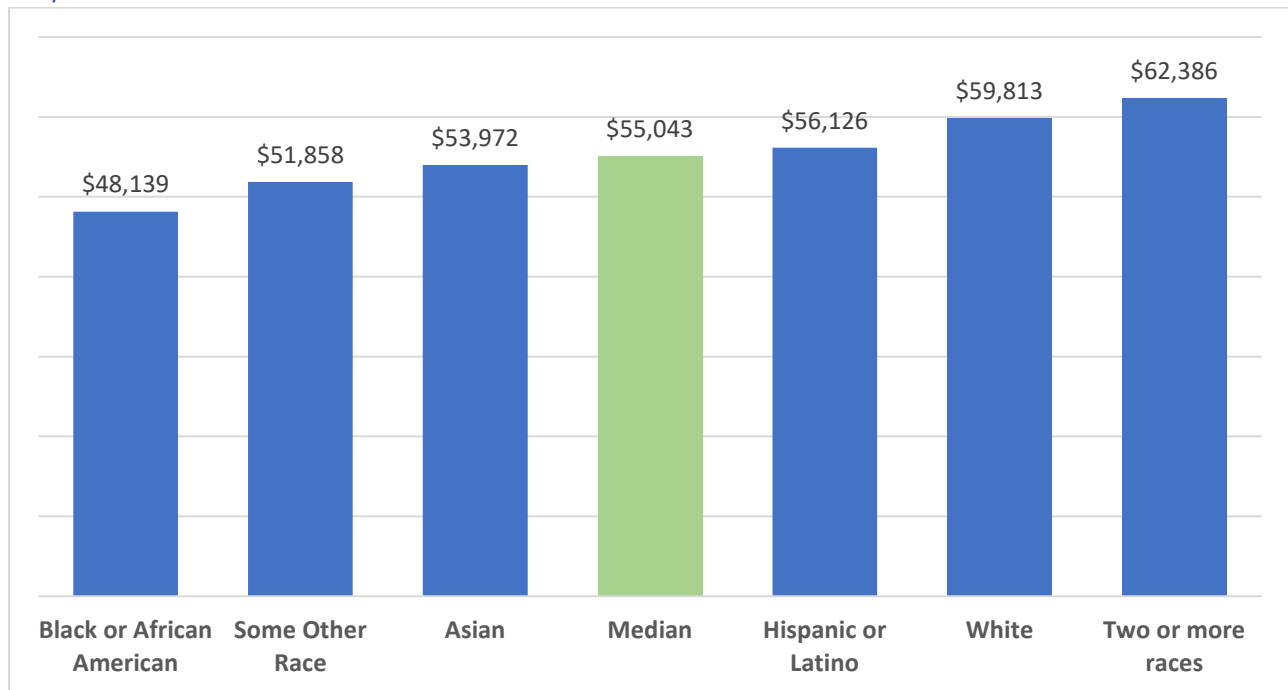
Source: 2014-2018 ACS 5-Yr Estimates (S1811)

Table: Comparison of Veterans and Non-Veterans

	Veterans	Non-Veterans
Population Over 18 Years Old	3,446	69,527
Median Income	\$33,384	\$27,046
Labor Force Participation Rate	89.1%	80.1%
Unemployment Rate	6.5%	6.8%
Below Poverty in the Past 12 Months	346	7,601
With Any Disability	962	9,288

Source: 2014-2018 ACS 5-Yr Estimates (S2101)

Graph: Income and Race



Source: 2014-2018 ACS 5-Yr Estimates (\$1903)

Data note 1: Hispanic or Latino (+/- 33,403), Asian (+/- 26,047) and “Some other race” (+/- 47,971) households made up a small number of households and have a high margin of error and should be viewed with caution.

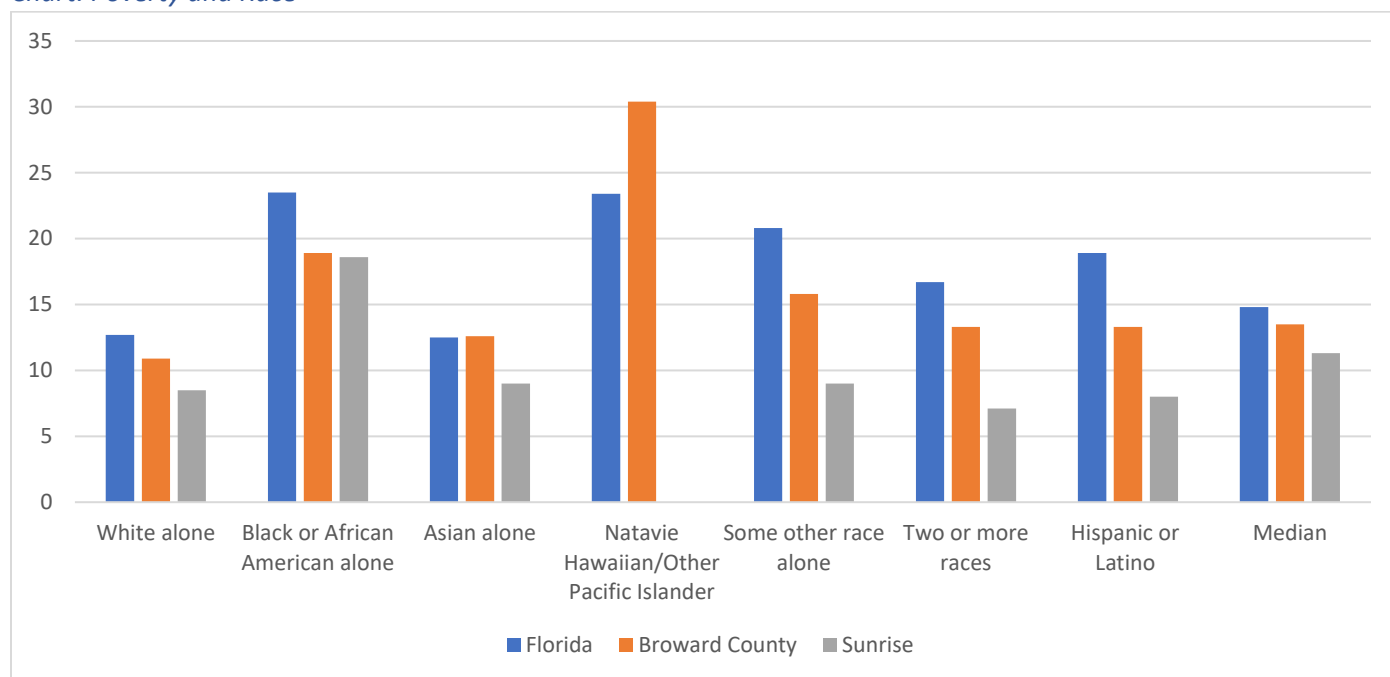
Data note 2: No data available for Native American/Alaska Natives, Hawaiian/Other Pacific Islanders, and Two or more races.

Table: Monthly Housing Costs

	Homeowners with a Mortgage		Homeowners without a Mortgage		Renters	
	Number	Percentage	Number	Percentage	Number	Percentage
Less than 20%	4,161	31.9%	4,472	57.4%	1,829	17.3%
20.0 to 24.9%	1,855	14.2%	718	9.2%	1,499	14.2%
25 to 29.9%	1,297	10.0%	616	7.9%	1,089	10.3%
30 to 34.9%	1,213	9.3%	470	6.0%	1,243	11.8%
35% or more	4,505	34.6%	1,517	19.5%	4,875	46.3%
Total Cost Burdened	5,718	43.9%	1,987	25.5%	6,118	58.1%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Chart: Poverty and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1701)

The necessity of the following race and ethnicity will vary depending on the jurisdiction. It is only necessary to provide maps for groups that have a significant population in the jurisdiction.

Table: Commuting Methods

	Florida	Broward County	Sunrise
Total Workers (16 Years and Older)	9,140,393	931,338	45,473
Car, truck, or van	88.6%	88.9%	90.1%
Drove alone	79.4%	79.9%	81.9%
Carpooled	9.2%	8.9%	8.2%
Public transportation (excluding taxicab)	1.9%	2.6%	3.1%
Walked	1.4%	1.2%	0.9%
Bicycle	0.6%	0.6%	0.2%
Taxicab, motorcycle, or other means	1.6%	1.6%	1.1%
Worked at home	5.8%	5.0%	4.6%
Source: 2014-2018 ACS 5-Yr Estimates (S0801)			

Table: Commute Time

	2010	2018	% Change
Workers 16 Years and Older (did not work at home)	40,763	43,394	6.5%
Less than 10 minutes	7.2%	5.4%	-25%
10 to 29 minutes	45.9%	56.2%	22.4%
30 to 59 minutes	39%	34.8%	-10.8%
60 or more minutes	7.7%	9.0%	16.9%
Mean travel time to work (minutes)	28	28.5	1.9%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (S0801)			

Housing Profile

Table: Property Type in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
1-unit, detached structure	14,619	40.0%	13,617	36.4%
1-unit, attached structure	4,671	12.8%	4,334	11.6%
2 units	412	1.1%	290	0.8%
3 or 4 units	1,021	2.8%	1,510	4.0%
5-9 units	2,195	6.0%	1,814	4.9%
10-19 units	2,105	5.8%	3,270	8.7%
20 or more units	11,397	31.2%	12,307	32.9%
Mobile Home	100	0.3%	242	0.6%
Boat, RV, Van, Etc.	0	0.0%	10	0.0%
Total	36,520	100%	37,394	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Unit Size

	2010		2018	
	Number	Percentage	Number	Percentage
No bedroom	429	1.2%	830	2.2%
1 bedroom	4,584	12.6%	5,029	13.4%
2 bedrooms	15,078	41.3%	15,793	42.2%
3 bedrooms	12,616	34.5%	12,537	33.5%
4 bedrooms	3,441	9.4%	2,865	7.7%
5 or more bedrooms	372	1.0%	340	0.9%
Total	36,520	100%	37,394	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Year Unit Built

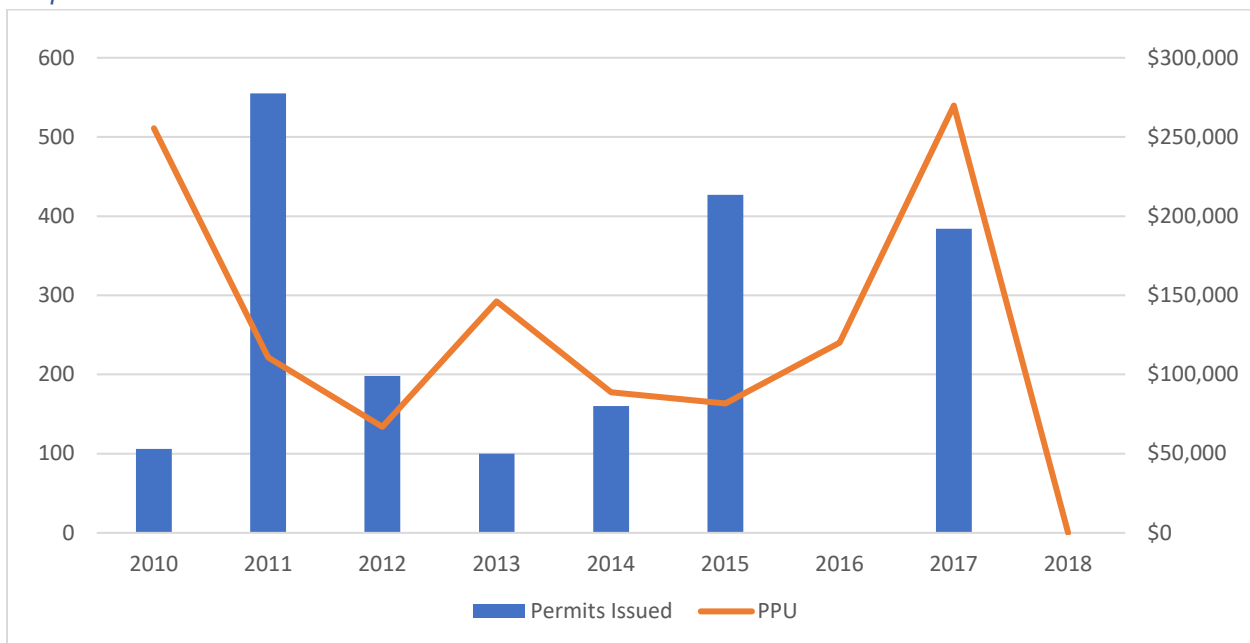
	Florida		Broward County		Sunrise	
	Number	Percentage	Number	Percentage	Number	Percentage
Built 2010 or Later	412,422	4.4%	20,597	2.5%	1,183	3.2%
Built 2000 to 2009	1,841,784	19.7%	87,192	10.6%	2,878	7.7%
Built 1990 to 1999	1,601,928	17.1%	133,067	16.2%	5,996	16.0%
Built 1980 to 1989	1,907,366	20.4%	151,729	18.5%	11,435	30.6%
Built 1970 to 1979	1,671,892	17.9%	218,272	26.6%	12,574	33.6%
Built 1960 to 1969	856,245	9.2%	121,051	14.7%	2,460	6.6%
Built 1950 to 1959	662,846	7.1%	73,811	9.0%	575	1.5%
Built 1940 to 1949	192,250	2.1%	9,284	1.1%	238	0.6%
Built 1939 or earlier	201,956	2.2%	6,085	0.7%	55	0.1%
Total	9,348,689	100%	821,088	100%	37,394	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

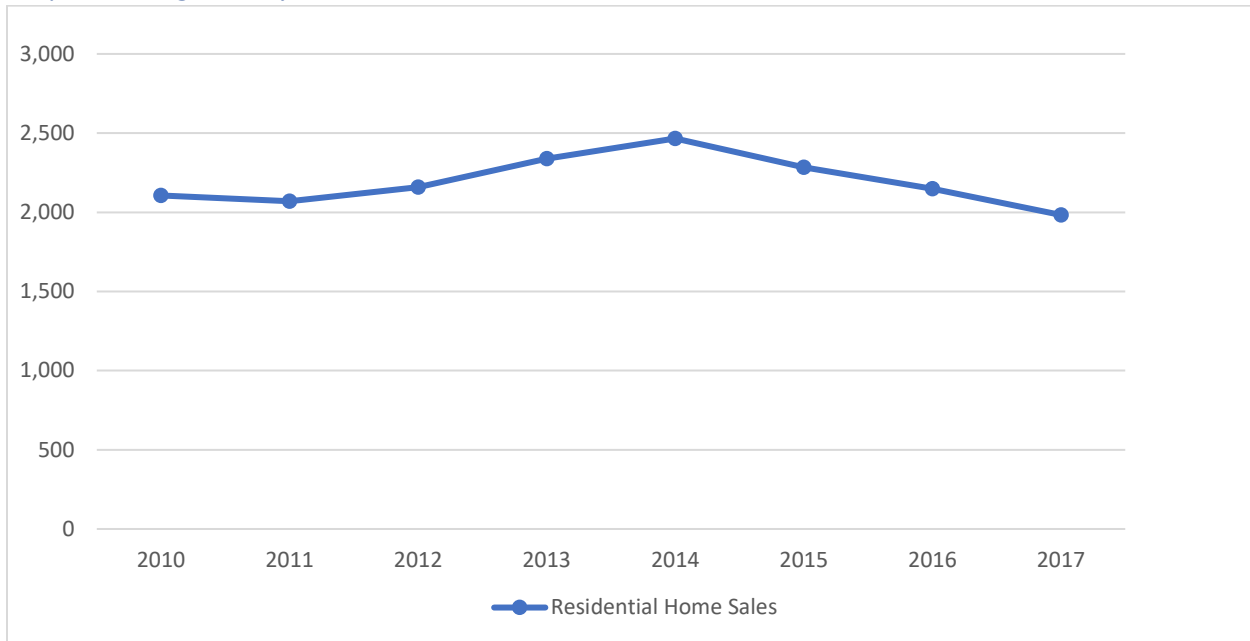
Table: Housing Occupancy in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Total Housing Units	36,520		37,394	
Occupied Housing Units	31,906	87.4%	31,909	85.3%
Owner Occupied Units	24,207	75.9%	20,947	65.6%
Renter Occupied Units	7,699	24.1%	10,962	34.4%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

Graph: Price Per Unit and Construction Permits Issued



Graph: Housing Sales by Year



Source: PolicyMap & Zillow

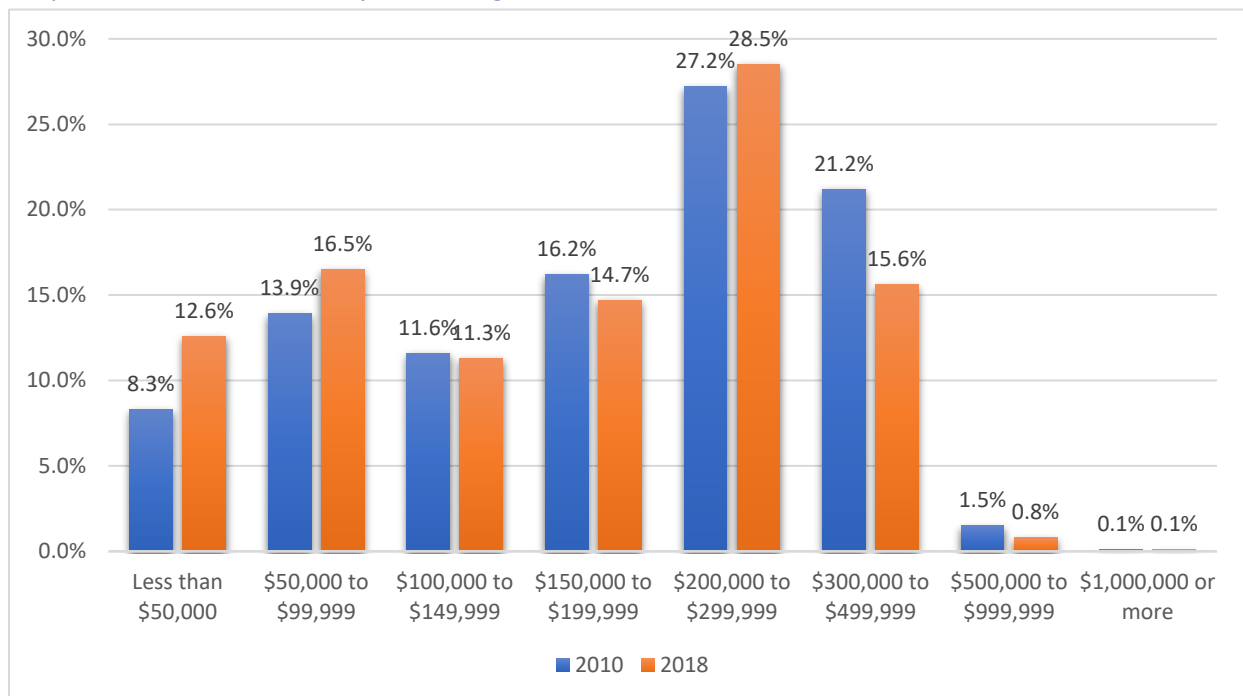
Table: Housing Costs in 2010 and 2018

	2010	2018	% Change
Median Home Value	\$199,900	\$179,200	-10.4%
Median Contract Rent	\$1,125	\$1,335	18.7%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04, B25058)			

Table: Home Value in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$50,000	2,008	8.3%	2,637	12.6%
\$50,000 to \$99,999	3,375	13.9%	3,461	16.5%
\$100,000 to \$149,999	2,799	11.6%	2,373	11.3%
\$150,000 to \$199,999	3,928	16.2%	3,072	14.7%
\$200,000 to \$299,999	6,586	27.2%	5,968	28.5%
\$300,000 to \$499,999	5,134	21.2%	3,261	15.6%
\$500,000 to \$999,999	359	1.5%	163	0.8%
\$1,000,000 or more	18	0.1%	12	0.1%
Total Units	24,207	100%	20,947	100%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

Graph: Median Home Value by Price Range



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Rent

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$500	260	3.6%	461	4.3%
\$500 to \$999	1380	18.8%	711	6.6%
\$1,000 to \$1,499	3,742	51.0%	4,118	38.5%
\$1,500 or more	1,956	26.7%	5410	50.6%
Total Units	7,338	100%	10,700	100%
No rent paid	361	(X)	262	(X)

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Note: Median Rent is calculated based solely on those renters actually paying rent.

Tamarac – Data Tables

Community Profile

Table: Age – 2010 to 2018

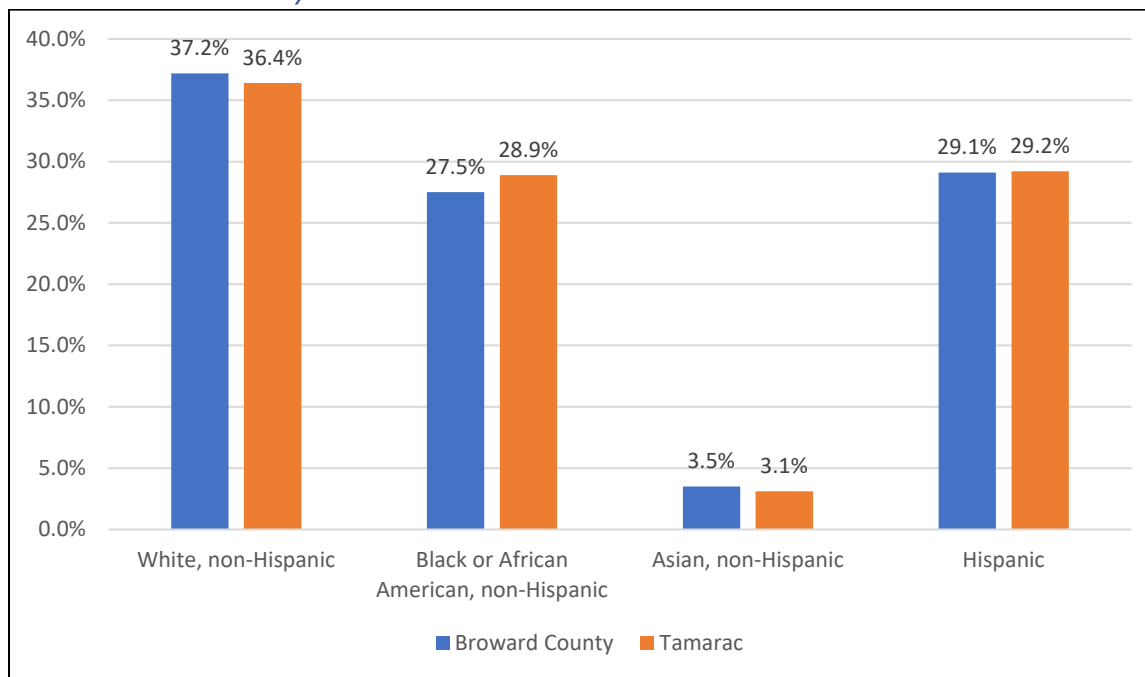
Age Cohort	2010		2018	
	Number	Percent	Number	Percent
Under 5 years	3,149	5.3%	3,501	5.4%
5 to 9 years	2,314	3.9%	2,346	3.6%
10 to 14 years	2,770	4.6%	3,312	5.1%
15 to 19 years	2,889	4.8%	3,093	4.8%
20 to 24 years	2,283	3.8%	3,274	5.1%
25 to 34 years	7,849	13.1%	7,193	11.1%
35 to 44 years	7,171	12.0%	7,832	12.1%
45 to 54 years	7,068	11.8%	8,163	12.6%
55 to 59 years	3,461	5.8%	4,506	7.0%
60 to 64 years	4,289	7.2%	4,951	7.6%
65 to 74 years	5,914	9.9%	8,217	12.7%
75 to 84 years	6,482	10.8%	4,631	7.2%
85 years and over	4,157	7.0%	3,729	5.8%
Median Age	47.6	(X)	47.3	(X)
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP05)				

Table: Race and Ethnicity

	Broward County		Tamarac	
	Number	Percentage	Number	Percentage
White alone	1,354,542	70.9%	23,577	36.4%
Black or African American alone	524,739	27.5%	18,684	28.9%
American Indian and Alaska Native alone	3,188	0.2%	26	0.0%
Asian alone	67,313	3.5%	2,028	3.1%
Native Hawaiian/Other Pac Islander alone	946	0.0%	13	0.0%
Some other race alone	10,121	0.5%	363	0.6%
Two or more races	37,797	2.0%	1,147	1.8%
Hispanic or Latino (of any race)	554,609	29.1%	18,910	29.2%

Data Note: Numbers should come from the cells in the “Hispanic or Latino and Race” section and not from the “Race” section. This will remove Hispanic residents from the other race groups and provide a more accurate picture of the jurisdiction’s demographics.

Chart: Race and Ethnicity



Source: 2014-2018 American Community Survey 5-Year Estimates (B03002)

Table: Disability Characteristics

	Broward County		Tamarac	
	With a Disability	Without a Disability	With a Disability	Without a Disability
Population Age 16 and Over	195,466	1,341,197	54,858	9,532
Employed	21.5%	67.7%	58.4%	19.6%
Not in Labor Force	74.8%	27.8%	38.4%	77.7%
Median Earnings	\$22,429	\$32,105	\$31,000	\$19,957
Below the Poverty Level	19.3%	11.2%	9.6%	15.7%

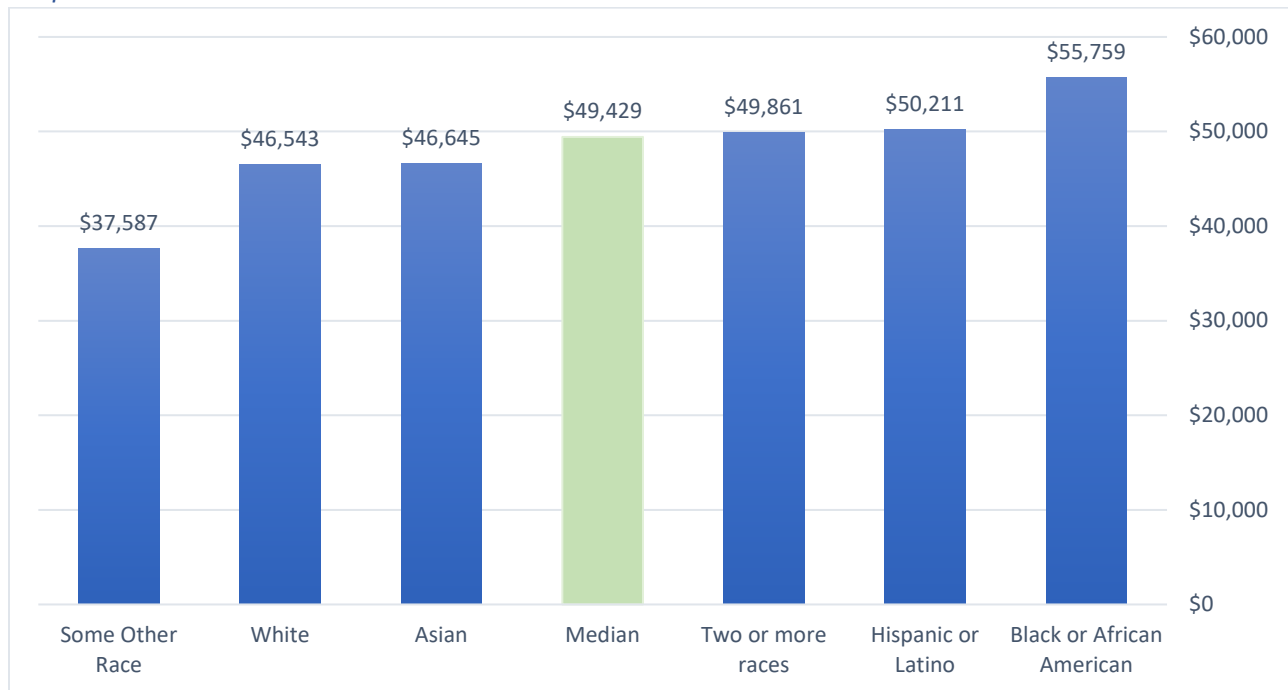
Source: 2014-2018 ACS 5-Yr Estimates (S1811)

Table: Comparison of Veterans and Non-Veterans

	Veterans	Non-Veterans
Population Over 18 Years Old	3,823	49,892
Median Income	\$34,290	\$26,761
Labor Force Participation Rate	80.5%	81.9%
Unemployment Rate	7.8%	5.0%
Below Poverty in the Past 12 Months	213	4,972
With Any Disability	1,205	8,199

Source: 2014-2018 ACS 5-Yr Estimates (S2101)

Graph: Income and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1903)

Data note 1: Hispanic or Latino (+/- 33,403), Asian (+/- 26,047) and “Some other race” (+/- 47,971) households made up a small number of households and have a high margin of error and should be viewed with caution.

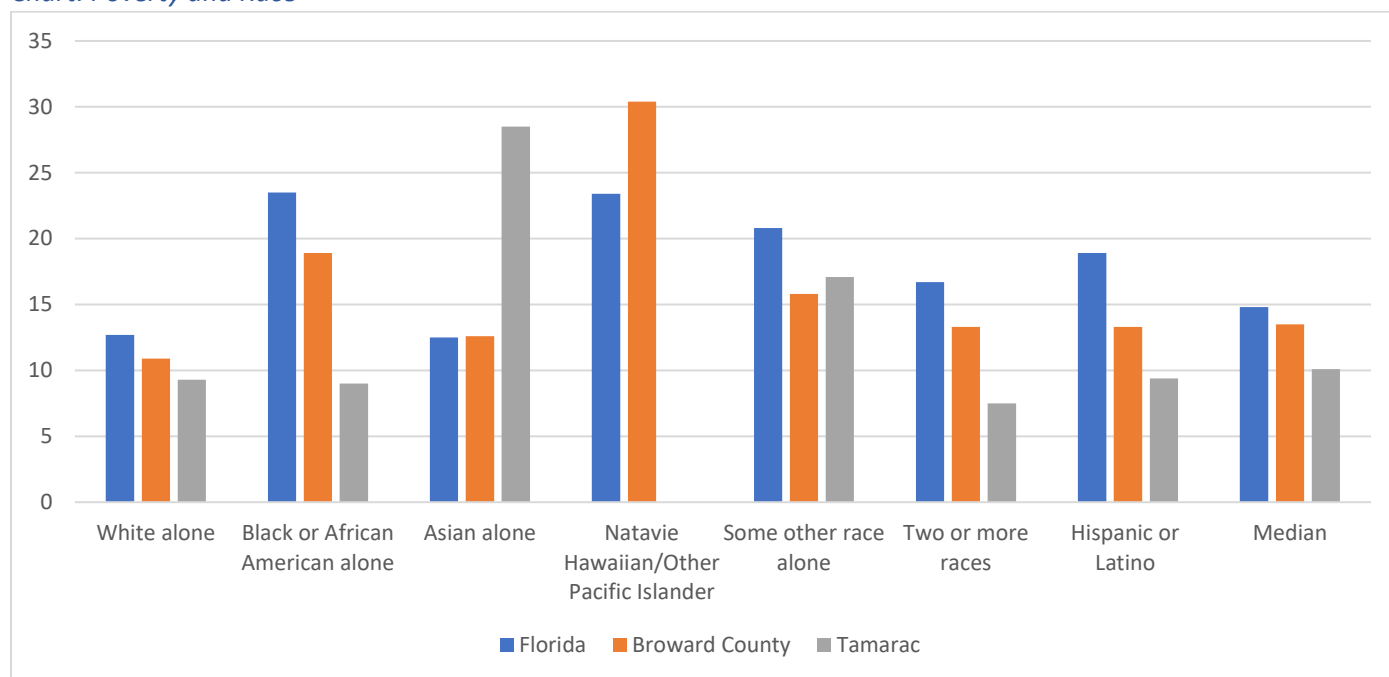
Data note 2: No data available for Native American/Alaska Natives, Hawaiian/Other Pacific Islanders, and Two or more races.

Table: Monthly Housing Costs

	Homeowners with a Mortgage		Homeowners without a Mortgage		Renters	
	Number	Percentage	Number	Percentage	Number	Percentage
Less than 20%	3,135	28.9%	4,462	55.9%	1,176	16.5%
20.0 to 24.9%	1,604	14.8%	699	8.8%	742	10.5%
25 to 29.9%	1,553	14.3%	500	6.3%	967	13.6%
30 to 34.9%	1,079	10.0%	558	7.0%	766	10.8%
35% or more	3,462	32.0%	1,766	22.1%	3,448	48.6%
Total Cost Burdened	4,541	42.0%	2,324	29.1%	4,214	59.4%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Chart: Poverty and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1701)

The necessity of the following race and ethnicity will vary depending on the jurisdiction. It is only necessary to provide maps for groups that have a significant population in the jurisdiction.

Table: Commuting Methods

	Florida	Broward County	Tamarac
Total Workers (16 Years and Older)	9,140,393	931,338	31,449
Car, truck, or van	88.6%	88.9%	91.6%
Drove alone	79.4%	79.9%	83.2%
Carpooled	9.2%	8.9%	8.5%
Public transportation (excluding taxicab)	1.9%	2.6%	3.0%
Walked	1.4%	1.2%	0.5%
Bicycle	0.6%	0.6%	0.4%
Taxicab, motorcycle, or other means	1.6%	1.6%	0.9%
Worked at home	5.8%	5.0%	3.6%
Source: 2014-2018 ACS 5-Yr Estimates (S0801)			

Table: Commute Time

	2010	2018	% Change
Workers 16 Years and Older (did not work at home)	25,378	30,315	19.5%
Less than 10 minutes	7.2%	6.0%	-16.7%
10 to 29 minutes	44.7%	51.5%	15.2%
30 to 59 minutes	42%	37.6%	-10.5%
60 or more minutes	6.6%	10.8%	63.6%
Mean travel time to work (minutes)	27.8	30	7.9%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (S0801)			

Housing Profile

Table: Property Type in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
1-unit, detached structure	11,725	36.4%	12,406	39.9%
1-unit, attached structure	4,883	15.2%	4,219	13.6%
2 units	298	0.9%	269	0.9%
3 or 4 units	717	2.2%	626	2.0%
5-9 units	1,836	5.7%	2,144	6.9%
10-19 units	1,874	5.8%	2,401	7.7%
20 or more units	10,836	33.7%	8,998	28.9%
Mobile Home	12	0.0%	21	0.1%
Boat, RV, Van, Etc.	0	0.0%	0	0.0%
Total	32,181	100%	31,084	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Unit Size

	2010		2018	
	Number	Percentage	Number	Percentage
No bedroom	110	0.3%	366	1.2%
1 bedroom	3,586	11.1%	2,838	9.1%
2 bedrooms	21,120	65.6%	20,035	64.5%
3 bedrooms	6,072	18.9%	6,826	22.0%
4 bedrooms	1,161	3.6%	917	3.0%
5 or more bedrooms	132	0.4%	102	0.3%
Total	32,181	100%	31,084	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Year Unit Built

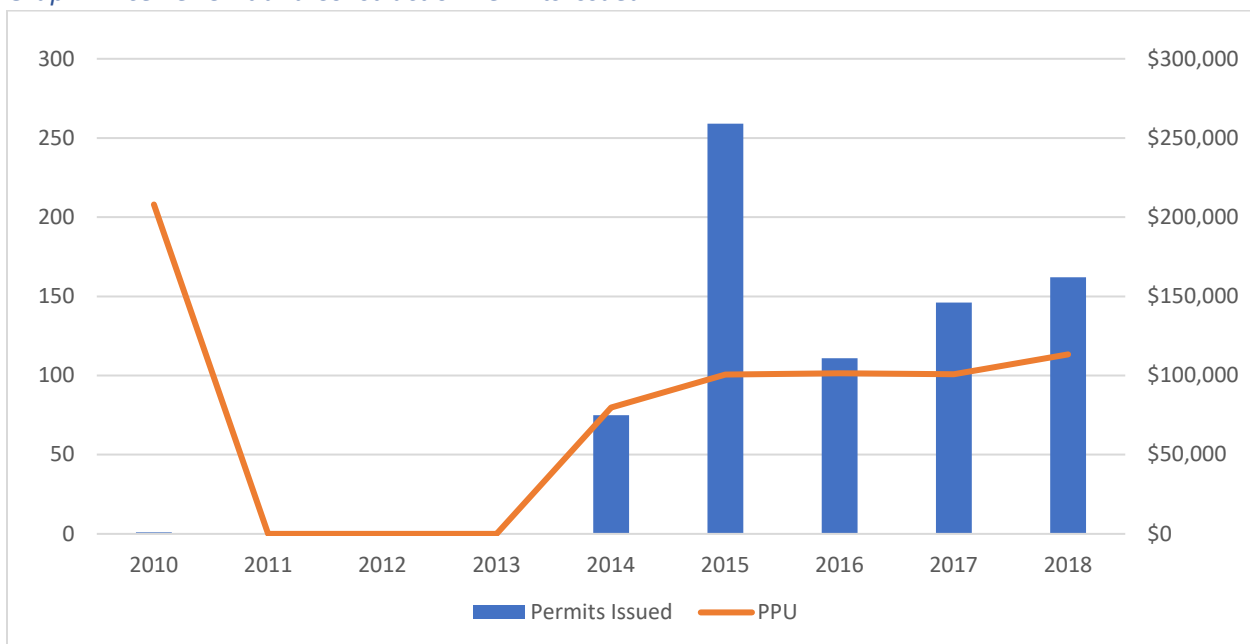
	Florida		Broward County		Tamarac	
	Number	Percentage	Number	Percentage	Number	Percentage
Built 2010 or Later	412,422	4.4%	20,597	2.5%	80	0.3%
Built 2000 to 2009	1,841,784	19.7%	87,192	10.6%	2,564	8.2%
Built 1990 to 1999	1,601,928	17.1%	133,067	16.2%	4,711	15.2%
Built 1980 to 1989	1,907,366	20.4%	151,729	18.5%	7,953	25.6%
Built 1970 to 1979	1,671,892	17.9%	218,272	26.6%	11,931	38.4%
Built 1960 to 1969	856,245	9.2%	121,051	14.7%	2,841	9.1%
Built 1950 to 1959	662,846	7.1%	73,811	9.0%	698	2.2%
Built 1940 to 1949	192,250	2.1%	9,284	1.1%	77	0.2%
Built 1939 or earlier	201,956	2.2%	6,085	0.7%	229	0.7%
Total	9,348,689	100%	821,088	100%	31,084	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

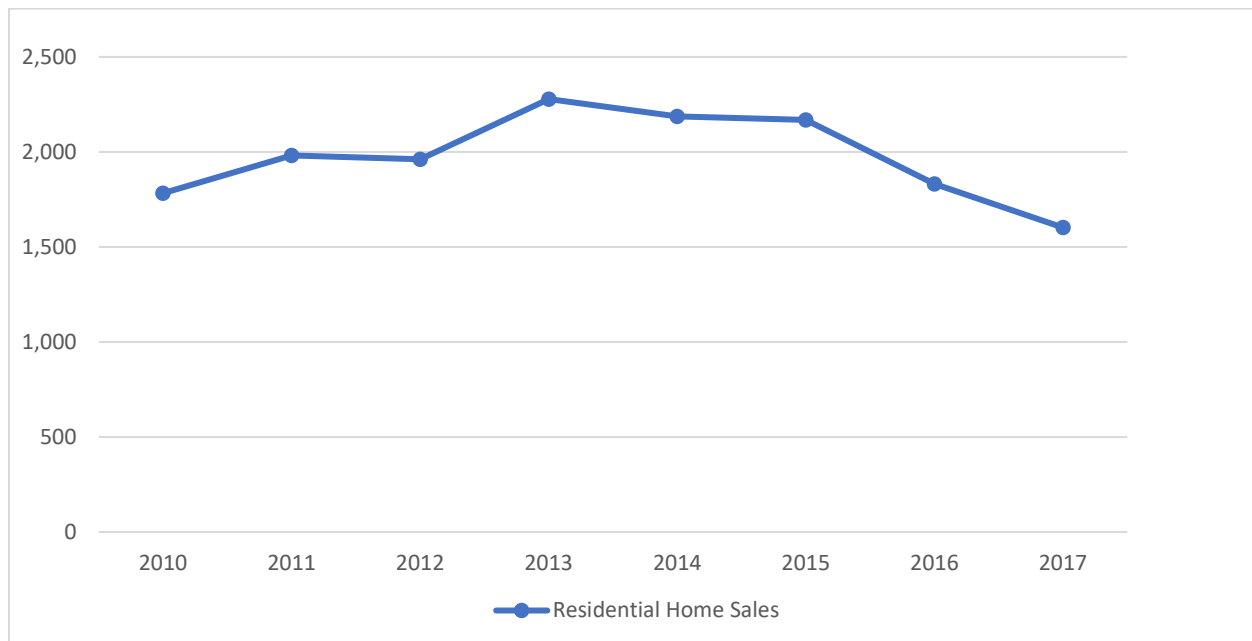
Table: Housing Occupancy in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Total Housing Units	32,181		31,084	
Occupied Housing Units	27,833	86.5%	26,787	86.2%
Owner Occupied Units	22,466	80.7%	19,223	71.8%
Renter Occupied Units	5,367	19.3%	7,564	28.2%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

Graph: Price Per Unit and Construction Permits Issued



Graph: Housing Sales by Year



Source: PolicyMap & Zillow

Table: Housing Costs in 2010 and 2018

	2010	2018	% Change
Median Home Value	\$175,200	\$156,200	-10.8%
Median Contract Rent	\$1,036	\$1,214	17.2%

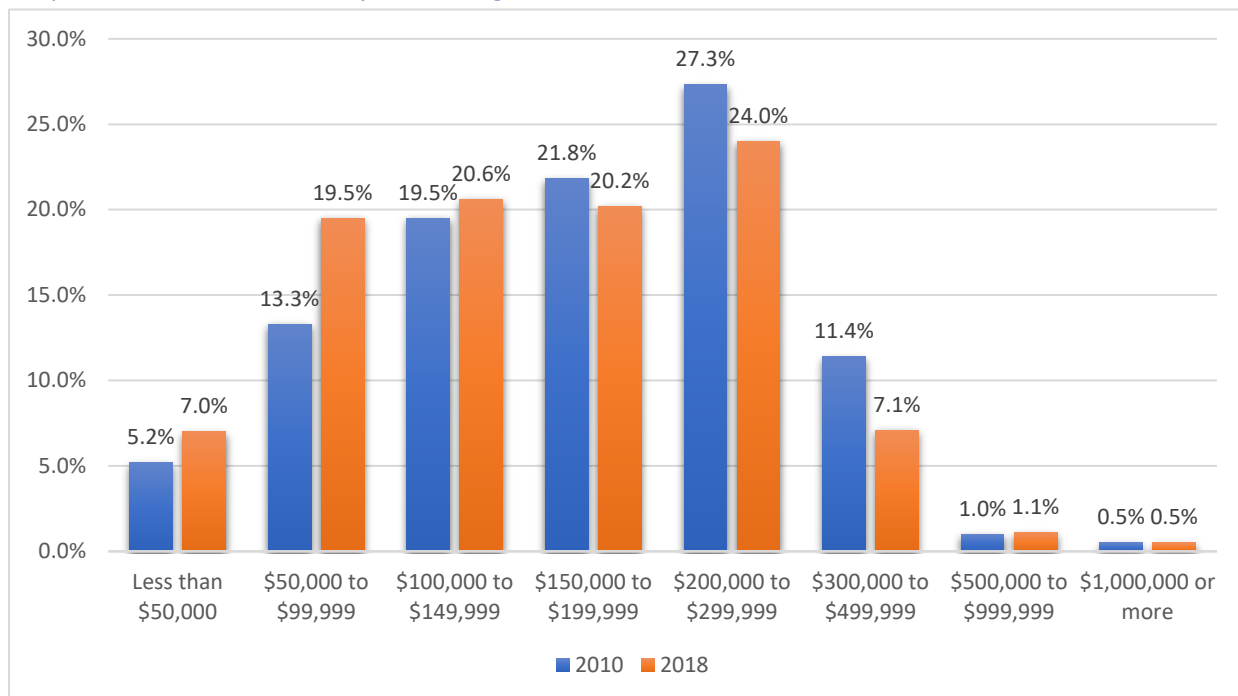
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04, B25058)

Table: Home Value in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$50,000	1,173	5.2%	1,347	7.0%
\$50,000 to \$99,999	2,986	13.3%	3,744	19.5%
\$100,000 to \$149,999	4,372	19.5%	3,961	20.6%
\$150,000 to \$199,999	4,891	21.8%	3,886	20.2%
\$200,000 to \$299,999	6,136	27.3%	4,609	24.0%
\$300,000 to \$499,999	2,571	11.4%	1,367	7.1%
\$500,000 to \$999,999	226	1.0%	210	1.1%
\$1,000,000 or more	111	0.5%	99	0.5%
Total Units	22,466	100%	19,223	100%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Median Home Value by Price Range



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Rent

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$500	144	2.9%	59	0.8%
\$500 to \$999	1293	26.1%	897	12.6%
\$1,000 to \$1,499	2,428	49.0%	3,822	53.5%
\$1,500 or more	1,092	22.0%	2362	33.0%
Total Units	4,957	100%	7,140	100%
No rent paid	410	(X)	424	(X)

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Note: Median Rent is calculated based solely on those renters actually paying rent.

Broward County

Appendix B - Four-Factor Analysis for Limited English Proficiency Persons

HUD Entitlement Programs:

CDBG and HOME

Purpose: In compliance with Executive Order 13166, Broward County has developed the following Four-Factor Analysis and Language Action Plan (LAP) for Limited English Proficiency (LEP) persons living in the County.

History: Under Federal law Title VI of the Civil Rights Act of 1964, discrimination was made illegal in programs that received federal financial assistance. In particular for LEP persons, it protects individuals on the basis of their race, color, or national origin. In certain situations, failure to ensure that persons who have LEP can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against race/ethnicity and national origin discrimination.

Persons who, as a result of their race/ethnicity and national origin, do not speak English as their primary language and have limited ability to speak/read/write, or understand English may be entitled to language assistance under Title VI in order to receive County services, benefits, and/or participate in sponsored programs.

Four-Factor Analysis: There is no specific method for ensuring compliance but undertaking a four-factor analysis, adoption of a Language Access Plan (LAP) for vital materials and making necessary translation will be considered "strong evidence" of compliance.

Factor 1: Determine the number or proportion of LEP persons in the eligible service population. HUD provides the following guidance for what documents should be provided and when:

Size of Language Group	Recommended Provision of Written Language Assistance
1,000 or more LEP persons in eligible population	Translate vital documents
>5% of eligible population and more than 50 are LEP persons	Translate vital documents
>5% of eligible population and 50 or less are LEP persons	Translated written notice of right to receive free oral interpretation of documents
5% or less of eligible population and less than 1,000 are LEP persons	No written translation required

Factor 2: The frequency with which LEP persons come in contact with the program

Factor 3: The nature and importance of the program, activity, or service

Factor 4: The resources available and costs to the recipient

Examples of language assistance includes but is not limited to oral interpretation, bilingual staff, telephone service lines interpreter, written translation services, notices to staff and recipients about the availability of LEP services, or referrals to community liaisons. When the four-factor analysis is complete the jurisdiction should produce a Language Access Plan and follow thru with the plan.

Factor 1: Size of LEP Population

Overall, Broward County has a significant limited English proficiency population that may require translation services. In 2018, an estimated 289,349 individuals spoke English less than “very well.” The most common primary language spoken by LEP residents is Spanish. Given the large Hispanic population (over 25%) it is unsurprising that Spanish speaking households are very prevalent. Approximately 187,252 LEP residents speak Spanish, which is 65% of the LEP population. Additionally, 81,727 LEP residents primarily speak Indo-European languages, 14,288 speak Asian and Pacific Island Languages, and 6,082 speak other languages.

Due to the importance of HUD programs and the universal availability of some programs the entire jurisdiction was analyzed. Additional four-factor analyses should be conducted on a program basis with a more limited geographic range.

TABLE: Primary Language and Limited English-Speaking Households					
Language	Primary Language Spoken at Home		Limited English-Speaking Households		
	#	%	#	% of Total Households	% of Prim. Home Lang.
Population 5 years and over	1,797,580	--	289,349	16.1%	--
Spanish	467,357	26.0%	187,252	10.4%	40.1%
Other Indo-European	209,000	11.6%	81,727	4.6%	39.1%
Asian and Pacific Island	30,351	1.7%	14,288	0.1%	27.1%
Other	25,261	1.4%	6,082	<0.1%	24.1%
Source: 2014-2018 American Community Survey 5-Year Estimates (S1601)					

Factor 2: Frequency of Contact

Housing services require ongoing communication and needs to be available throughout the year. Depending on the program specifics, procedures will vary as detailed in the LAP. Race and Ethnicity beneficiaries are reported in the County’s annual Consolidated Annual Performance Report to HUD. In the following table, it shows the composition of households or individuals assisted in Broward County by entitlement program. Hispanic residents make up over half of CDBG participants and nearly one-quarter of HOME program participants.

Racial and Ethnic Composition of Households/Individuals Assisted (2018 CAPER)

	CDBG		HOME	
	#	%	#	%
White	968	81.6%	78	31.2%
Black or African American	208	17.5%	170	68.0%
Asian	11	1.0%	2	0.8%
American Indian or American Native	0	0%	0	0.0%
Native Hawaiian or Other Pacific Islander	0	0%	0	0.0%
Total	1,187	--	250	--
Hispanic	602	50.7%	60	24.0%
Not Hispanic	585	49.3%	190	76.0%

Factor 3: Nature and Importance of the Program

Per the “Department of Housing and Urban Development Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons”, HUD programs play a critical role in the community and should rank high on the critical/non-critical continuum. The importance will vary depending on each program, but the housing department as a whole is critical.

Factor 4: Available Resources

Given the limited resources available, it is imperative that a cost/benefit analysis is done when considering translation efforts for each program. It is difficult to gauge whether a community’s participation (or lack thereof) is due to failed outreach efforts or if they generally do not have a need. However, efforts can be made to show compliance with Title VI.

In general, all documents should be available in Spanish and it would be incredibly beneficial if a staff member could also serve as a point of contact for the Spanish LEP community. The remainder LEP populations should be targeted on a project-by-project basis. The jurisdiction should also reach out to community leaders who may be able to provide translation services. Regardless, every language mentioned above should be made aware of their right to a free oral translation of documents upon request.

Conclusion:

To assist in showing strong evidence for compliance with Title VI’s prohibition against discrimination, Broward County shall produce a thorough Language Access Plan. This plan should provide guidance for the creation of translated documents on a program-by-program basis and

for the division as a whole. Particular care should be taken to ensure documents are prepared ahead of time for any disaster relief to minimize delays in service for households harmed by hurricanes or similar natural disasters

Language Access Plan:

As a result of the Four-Factor Analysis, Broward County has determined persons with limited English proficiency who primarily speak Spanish are in-need of language assistance. For this purpose, the County has identified the following types of language assistance to be provided as needed throughout HUD entitlement programs CDBG and HOME:

- All public notices and published citizen participation advertisements will include a statement that services and program materials are available in Spanish upon request.
- All citizen participation notices will include a statement that translators will be available at public meetings upon prior request.
- If needed, a translator may be retained to provide oral translation at public meetings and hearings, and also during the implementation of the project activities (as needed for housing and public services).

Additionally, individual projects shall take into account the LEP populations living within the project area to ensure assistance is provided for LEP residents speaking languages other than Spanish.

Adopted: _____

Chief Elected Official

Date

PUBLIC NOTICE 2020-050
City of Deerfield Beach
Community Development Block Grant Program (CDBG)
Consolidated Plan FY 2020-2024
Annual Action Plan FY 2020-2021

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 2020/2021, the City anticipates receiving an allocation of approximately \$690,707. 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.

In order to receive these funds HUD requires the City to develop and submit a five-year Consolidated Plan every five years that is implemented in annual increments as Annual Action Plans. The Annual Action Plan identifies the proposed projects for federal funding for FY 2020/2021 and shows the linkage between projects and the specific objectives developed to address the priority needs identified in the Consolidated Plan.

The City of Deerfield Beach Community Development Department is soliciting public input for the preparation of the FY 2020/2021 Annual Action Plan and the FY 2020/2024 Consolidated Plan. All interested agencies, organizations, and persons are invited to submit input on the Plans to the Community Development Department at 325 NW 2nd Avenue, Deerfield Beach, FL at 954-480-4464 or jsalas@deerfield-beach.com.

YEAR	PROPOSED ACTIVITY NAME	AMOUNT
2020-2021	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.	\$100,000
2020-2021	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.	\$252,566
2020-2021	Oveta McKeithen Recreational Complex Playground- The project at Oveta McKeithen Recreational Complex, 445 SW 2 nd Street, will include an interactive playground, new shock-absorbing safety surfacing and a shade canopy.	\$150,000
2020-2021	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
2020-2021	Adult Day Care Program- The adult day care services 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
2020-2021	Seniors Health and Wellness Program- The 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
2020-2021	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.	\$138,141
	TOTAL	\$690,707

Public Comment

The 30-day public comment period will commence May 18, 2020 and end June 15, 2020. A draft copy of 2020/2024 Consolidated Plan and FY 2020/2021 Action Plan are located on the city's website at <http://www.deerfield-beach.com/1769/Approved-Docs>. Citizens are encouraged to comment on both FY 2020/2024 Consolidated Plan and FY 2020/2021 proposed Annual Action Plan and the activities.

The public hearing at the City Commission meeting will be held on **June 16, 2020, at 7:00 P.M.** 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).

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 hours (3 business days) prior to the hearing 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. 2020-431

Agenda Date: 6/16/2020

Status: PUBLIC HEARING

In Control: City Commission

Title

P.N. 2020-051: 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 ("CDBG") Action Plan to the United States Department of Housing and Urban Development to incorporate the allocation of CDBG Coronavirus Funds; 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.

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.

In this instance, the substantial change to the action plan was triggered by #1 in the above list. Federal regulations governing the City of Deerfield Beach Fiscal Year 2015-2020 Consolidated Plan require a participating jurisdiction to provide citizens with reasonable notice of and an opportunity to comment on an amendment to the FY 2019/2020 Action Plan. The public comment period was extended five (5) days as a result of the COVID-19 Pandemic, from June 8, 2020; with no public comments. 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.

Current Activity

On March 27, 2020, the City of Deerfield Beach was allocated \$406,320 CDBG-CV funds, this allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act").

This proposed amendment will enable the City to receive and administer a special allocation from the U.S. Department of Housing & Urban Development (HUD) to be used to prevent, prepare for and respond to COVID-19.

Funds are available for activities that benefit low to moderate income households; up to 80% AMI. Below is a summary of the eligible projects the City will undertake utilizing the CDBG-CV funds.

Rental Assistance - \$175,056

The City's Rental Assistance program provide emergency financial assistance to families impacted by COVID-19. Assistance will be provided for up to 2 months from April 1, 2020 and onward. Applicants are eligible to receive up to \$5,000 of grant assistance.

Micro-Enterprise Grant Assistance Program - \$75,000

The City's Micro-Enterprise Grant Assistance program provide financial assistance to eligible small business (5 or fewer employees) located within city limits to sustain during the COVID-19 pandemic. The funds are to help small business meet basic obligations such as: business lease or mortgage payments, utilities payments, monthly debt payments, business payroll and business inventory expenses to remain viable or to encourage businesses to maintain their labor force. Funds will be awarded as a grant. Applicants are eligible to receive up to \$5,000 of grant assistance.

Utilities Assistance - \$75,000

The City's Utilities Assistance program provide emergency financial assistance to families impacted by COVID-19. Assistance will be provided for up to 2 months from April 1, 2020 and onward. Funds will be awarded as a grant. Applicants are eligible to receive up to \$1,000 of grant assistance.

Planning and Administration - \$81,264

Costs associated with administering the CDBG-CV programs all required documents. These programs will be administered in partnership with Community Development, Economic Development and Deerfield Beach Family Empowerment (DBFE) aka. Deerfield Beach Housing Authority. City staff is recommending an amendment to the CDBG to include COVID-19 funds. DBFE will receive \$60,900 of the planning and administration cost and the balance of \$20,364 would remain for the city's administrative cost which includes a portion of salaries. There is a separate agenda item requesting an amendment to DBFE's contract to include COVID-19 funds and programs.

In addition to the CDBG-CV funding, the City will utilize a portion of its SHIP 2020/2021 allocation for rental assistance, mortgage assistance and utility assistance. See table below.

Program	Amount
Rental Assistance	\$200,000
Mortgage Assistance	\$100,000
Utility Assistance	\$75,000

This Action Plan amendment is the City's application to HUD to receive funds. Once approved a grant agreement will be provided for execution, the funds will be then available to begin the program.

Recommendation

Staff recommends City Commission approval of the proposed amendment to FY 2019–2020 CDBG Annual Action Plan to incorporate the City special allocation of CDBG-CV funds.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

FY2019/2020 ANNUAL ACTION PLAN



Amendment # 2

**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

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).

Amendment 2

The City of Deerfield Beach under the provisions of the CARES Act held a 5-day public comment period from June 8, 2020 to June 12, 2020. The Plan could be downloaded and viewed from the City's website at <http://www.deerfield-beach.com/1769/Approved-Docs>.

A virtual Commission Meeting was held at 7:00 p.m. on June 16, 2020, utilizing communications media technology, in accordance with Governor DeSantis's Executive Order 20-69, with elected officials and City staff participating through video conferencing to approve the amendment to FY 2019/2020 Annual Action Plan to reflect the CDBG-CV funds.

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	
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	
6	<u>5-day Public Comment Period</u>	<u>Broad Community Outreach</u>	<u>The City of Deerfield Beach under the provision of the CARES Act held a 5-day public comment period from June 8, 2020 to June 12, 2020. The plan was available for view on the City's website</u>	<u>All comments were accepted</u>	<u>All comments were accepted</u>	
7	<u>Public Hearing</u>	<u>Broad Community Outreach</u>	<u>A virtual public hearing was held June 16, 2020 to inform the public of the amendment to the FY2019 Annual Action Plan.</u>	<u>All comments were accepted</u>	<u>All comments were accepted</u>	

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, Lauderdale, 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.

Amendment 2 -CDBG-CV

On March 27, 2020 the Federal Coronavirus Aid, Relief and Economic Security Act (CARES) was signed into law to assist communities in their efforts to prevent, prepare for and respond to the Coronavirus (COVID-19) pandemic. The CARES Act included supplemental formula allocations to HUD's CPD programs, including CDBG for the City of Deerfield Beach. The additional CDBG CARES Act funds allocated to the City was \$406,320 with provisions that suspends the 15% cap on public services and allows HUD to waive further program requirements if necessary.

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 HOME Consortium	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
<u>Other</u> <u>CDBG-CV</u>	<u>Public-federal</u>	<u>Admin & Planning, Economic Development and Housing</u>	<u>406,320</u>	<u>0</u>		<u>406,320</u>	<u>0</u>	<u>CARES Act Amendment funds allocated to the City of Deerfield Beach was \$406,320</u>

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) &€

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 CDBG-CV \$250,056	Homeowner Housing Rehabilitated: 4 Household Housing Unit <u>CDBG-CV- Rental & Utilities Assistance:62 Households Assisted</u>
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 CDBG-CV \$75,000	Economic Development Activities: provide assistance to small businesses impacted by the COVID-19 Pandemic. Businesses Benefit: 15 businesses <u>CDBG-CV Business 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 CDBG-CV \$81,264	Oversee the administration, development and implementation of the program <u>CDBG-CV Oversee the administration and implementation of the programs and reporting</u> -
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Goals Summary Information

Table 7 – Goals Summary

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	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>CDBG-CV funds will help to assist small businesses with direct financial assistance 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
8	<u>CV- Administration CARES Act Amendment</u>
9	<u>CV-Economic Development CARES Act Amendment</u>
10	<u>CV-Housing Payment Programs CARES Act Amendment</u>

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	Citywide
	Goals Supported	Economic Opportunity
	Needs Addressed	Economic Opportunity
	Funding	CDBG: \$75,000
	Description	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.
	Estimate the number business that will benefit from the proposed activities	15
	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.

CDBG-CV

1	Project Name	<u>CV-Administration CARES Act Amendment</u>
	Target Area	<u>Citywide</u>
	Goals Supported	<u>Housing</u> <u>Economic Development</u>
	Needs Addressed	<u>Maintaining Affordable Housing & Support Economic Development</u>
	Funding	<u>CDBG: \$81,264</u>
	Description	<u>Administration of the CDBG Cares Act Funds in the City.</u>
	Estimate the number and type of families that will benefit from the proposed activities	<u>N/A Administration of the CDBG Cares Act Funds in the City.</u>
	Planned Activities	<u>Administration of the CDBG Cares Act Funds in the City.</u>
2	Project Name	<u>CV-Economic Development CARES Act Amendment</u>
	Target Area	<u>Citywide</u>
	Goals Supported	<u>Economic Development</u>
	Needs Addressed	<u>Support Economic Development</u>
	Funding	<u>CDBG-CV: \$75,000</u>
	Description	<u>CDBG-CV funds will assist 15 small business with direct financial assistance to sustain during COVID-19 pandemic.</u>
	Estimate the number and type of families that will benefit from the proposed activities	<u>An estimate of 15 small businesses will be assisted.</u>
	Planned Activities	<u>Planned activities will include direct financial assistance to small businesses in the City to sustain COVID-19 pandemic.</u>
3	Project Name	<u>CV-Housing Payments Program CARES Act Amendment</u>
	Target Area	<u>Citywide</u>
	Goals Supported	<u>Housing</u>
	Needs Addressed	<u>Maintain adequate supply of affordable housing</u>
	Funding	<u>CDBG: \$250,056</u>
	Description	<u>CDBG-CV funds will help assist with housing payment assistance for eligible applicants for a maximum of 2 months.</u>
	Estimate the number and type of families that will benefit from the proposed activities	<u>Approximately 56 low to moderate income households will benefit for Housing Payments Program.</u>
	Planned Activities	<u>Housing Payments Program</u>

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

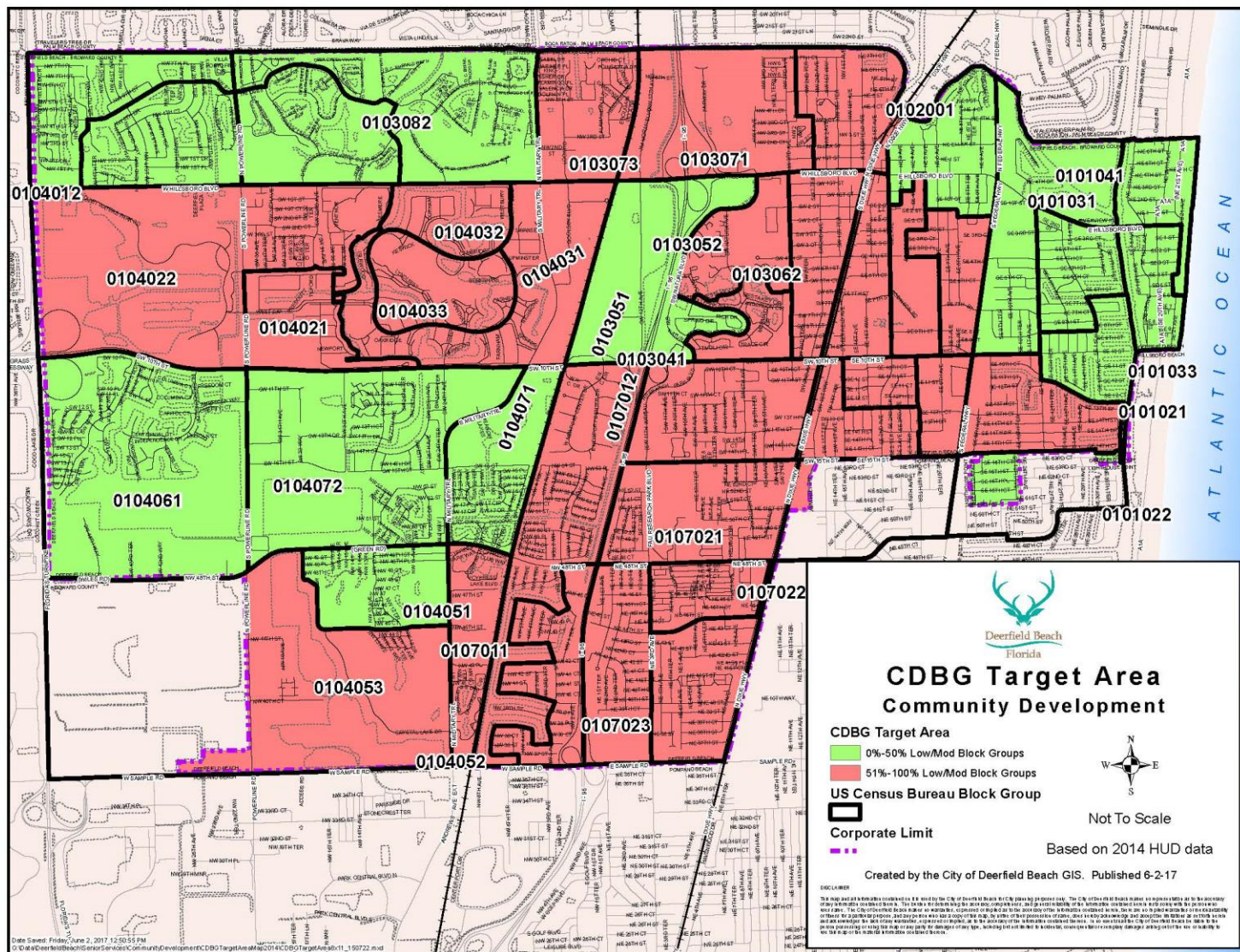
The City of Deerfield Beach is located in northeastern Broward County, Florida, just south of the Palm Beach County line. The City shares borders with Boca Raton in Palm Beach County (to the north) and the cities of Pompano Beach, Lighthouse Point, Hillsboro Beach and Coconut Creek in Broward County.

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 2

On March 27, 2020 the Federal Coronavirus Aid, Relief and Economic Security Act (CARES) was signed into law to assist communities in their efforts to prevent, prepare for and respond to the Coronavirus (COVID-19) pandemic. The CARES Act included supplemental formula allocations to HUD's CPD programs, including CDBG for the City of Deerfield Beach. The additional CDBG CARES Act funds allocated to the City was \$406,320 with provisions that suspends the 15% cap on public services and allows HUD to waive further program requirements if necessary.

The City of Deerfield Beach under the provisions of the CARES Act held a 5-day public comment period from June 8, 2020 to June 12, 2020. The Plan could be downloaded and viewed from the City's website at <http://www.deerfield-beach.com/1769/Approved-Docs>.

A virtual Commission Meeting was held at 7:00 p.m. on June 16, 2020, utilizing communications media technology, in accordance with Governor DeSantis's Executive Order 20-69, with elected officials and City staff participating through video conferencing to approve the amendment to FY 2019/2020 Annual Action Plan to reflect the CDBG-CV funds.

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 Facade 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

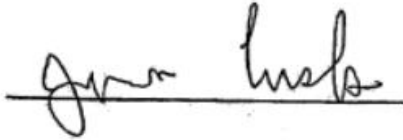
1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG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

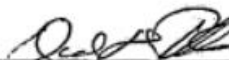
DEERFIELD PUBLISHING/ OBSERVER

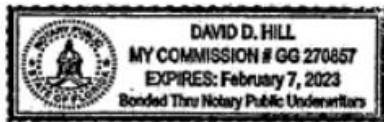
**STATE OF FLORIDA
BROWARD COUNTY**

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)

Notary Public State of Florida
Marcia Ingrid Smith
My Commission FF 940120
Expires 12/31/2019

(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

31

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			

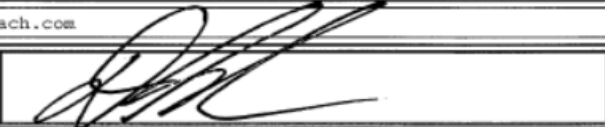
Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant: 22	* b. Program/Project:
Attach an additional list of Program/Project Congressional Districts if needed. Add Attachment Delete Attachment View Attachment	
17. Proposed Project:	
* a. Start Date: 10/01/2019	* b. 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.

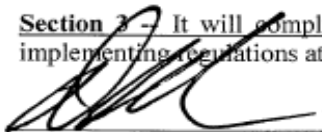
Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

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;

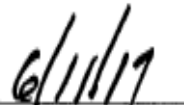
Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

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

Interim City Manager
Title

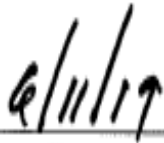
OPTIONAL CERTIFICATION CDBG

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

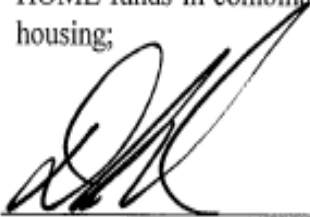
The HOME participating jurisdiction certifies that:

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

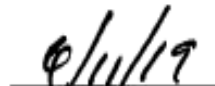
The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

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.

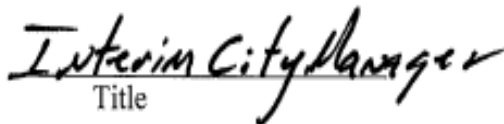
Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;



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.

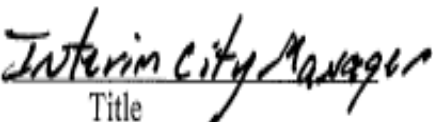
Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other 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:

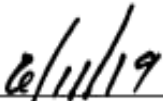
Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

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").

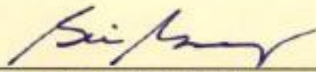
NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

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.

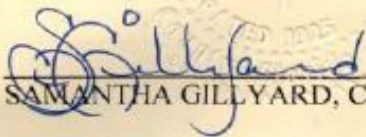
Section 3. This Resolution shall become effective immediately upon its adoption.

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



BILL GANZ, MAYOR

ATTEST:



SAMANTHA GILLYARD, CMC, CITY CLERK

**PUBLIC NOTICE 2020-051
CITY OF DEERFIELD BEACH, FLORIDA
PROPOSED AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FY 19/20 TO
INCORPORATE
COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS AID, RELIEF AND
ECONOMIC SECURITY (CARES) ACT FUNDS (CDBG-CV)**

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 and 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 extended five (5) days as a result of the COVID-19 pandemic from the date of publication of this 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

On March 27, 2020, the city of Deerfield Beach was allocated \$406,320 CDBG-COVID-19 funds, this allocation was authorized by the Coronavirus Aid, Relief and Economic Security Act (CARES Act).

This proposed amendment will enable the City of Deerfield Beach to receive and administer a special allocation of Housing & Urban Development (HUD) to be used to prevent, prepare for and respond to COVID-19.

Funds are available for activities that benefit low to moderate income households; up to 80% AMI. Below is a summary of the eligible projects the City will undertake utilizing the CDBG-CV funds.

Micro-Enterprise Grant Assistance Program - \$75,000

The City's Micro-Enterprise Grant Assistance program provide financial assistance to eligible small business (5 or fewer employees) located within city limits to sustain during the COVID-19 pandemic. The funds are to help small business meet basic obligations such as: business lease or mortgage payments, utilities payments, monthly debt payments, business payroll and business inventory expenses to remain viable or to encourage businesses to maintain their labor force.

Rental Assistance - \$175,056

The city's Rental Assistance program provide emergency financial assistance to families impacted by the COVID-19. Assistance will be provided for up to 2 months from April 1, 2020 and onward. Funds will be awarded as a grant.

Utilities Assistance - \$75,000

The City's Utilities Assistance program provide emergency financial assistance to families impacted by the COVID-19. Assistance will be provided for up to 2 months from April 1, 2020 and onward. Funds will be awarded as a grant.

Planning and Administration - \$81,264

Cost associated with administering the CDBG-CV programs all required documents. These programs will be administered in partnership with Community Development, Economic Development and Deerfield Beach Housing Authority.

SUBSTANTIAL CHANGES TO ACTIVITIES IN THE ACTION PLAN

The five-day public comment period will commence June 8, 2020, and end June 12, 2020. Citizens are encouraged to review and comment on the proposed amendment during the five-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, June 16, 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 June 16, 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. 2020-410

Agenda Date: 6/16/2020

Status: PUBLIC HEARING - SECOND
READING

In Control: City Commission

Title

P.H. 2020-053: ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES CHAPTER 66 "TRAFFIC AND VEHICLES." ARTICLE II "STOPPING, STANDING, PARKING," DIVISION 4 " PARKING AREAS," SECTION 66-76 "PARKING AREAS REGULATED" TO PROVIDE FOR REGULATED PARKING ON THE WEST SIDE OF N.E 20TH AVENUE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On March 3, 2015, the City Commission approved a site plan for a new hotel to be located at 1997 N.E 2nd Street (the "Project"). While the Project took several years to be completed, it was finally given a Certificate of Occupancy on September 12, 2019. A condition of the development of the Project was to provide the city with four (4) new parallel parking spaces along the western side of N.E 20th Avenue. These Parking spaces will be designated as metered spaces with new signage to be installed in the right-of-way indicating the spaces are metered. The metered rate is pursuant to Section 66-77:

(2) Anyone parking at the parking spaces in the area identified as parking area D in Section 66-76 must pay a fee at the following rates during the time which the motor vehicle is parked in parking area D:

- a. \$2.00 per hour Monday 6:00 a.m. through Friday 3:59 p.m.
- b. \$3.00 per hour Friday 4:00 p.m. through Sunday midnight.

Current Activity

The proposed amendment to Section 66-76 of the City Code includes a new sentence under Section 66-76(5)(h), which now regulates the western right-of -way for N.E 20th Avenue. Additionally, the language "on public right-of-way" was added to 66-76(5)(g) to be consistent with other sentences in this code section.

Recommendation

Approval of this Ordinance on first reading.

ORDINANCE NO. 2020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES CHAPTER 66 “TRAFFIC AND VEHICLES,” ARTICLE II “STOPPING, STANDING, PARKING,” DIVISION 4 “PARKING AREAS,” SECTION 66-76 “PARKING AREAS REGULATED” TO PROVIDE FOR REGULATED PARKING ON THE WEST SIDE OF N.E. 20TH AVENUE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE

WHEREAS, the City has the police power to regulate and control traffic within the City, including the power to charge a reasonable fee as part of the regulation; and

WHEREAS, Section 66-76 provides for parking areas that are regulated by the City; and

WHEREAS, the City desires to include the west side of N.E. 20th Avenue as a parking area regulated by the City; and

WHEREAS, the City Commission has determined that it is in the best interests of the citizens and general public to amend Section 66-76 to include the west side of N.E. 20th Avenue.

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

Section 1. The above “WHEREAS” clauses are true and correct and are incorporated herein.

Section 2. Section 66-76 “Parking areas regulated” of the City Code is hereby amended to read as follows¹:

Chapter 66 – TRAFFIC AND VEHICLES

ARTICLE II. – Stopping, Standing, Parking

Division 4. – PARKING AREAS

Sec. 66-76 – Parking prohibited on certain streets and commercial vehicle parking restrictions.

- (a) *Intent.* It is well settled as a matter of law that the City of Deerfield Beach has the police power to regulate and control traffic within the city, and this power to regulate includes the power to charge a reasonable fee as part of the regulation. It is well settled that an ordinance providing

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough~~.

for the establishment and operation of a parking meter system of traffic control is a valid and enforceable exercise of municipal police power. Parking meters operate per se to regulate traffic, and the payment of the meter fee is a regulatory fee as an integral part of the City's system of traffic control.

- (b) *Parking areas:* This division shall regulate parking in the following parking areas within the city:

(5) Parking Area D:

g. East side of N.E. 20th Avenue: on public right-of-way.

h. West side of N.E. 20th Avenue on public right-of-way.

Section 3. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

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

Section 5. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 6. That this Ordinance shall be effective immediately upon adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2020.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

ARCHITECT'S SEAL:

OWNER:

SILSAR NORTH
SITE
N.E. 20TH AVENUE
DEERFIELD BEACH, FLORIDA 33441
GROUND FLOOR PLAN

JOB: 1422
DATE: 12.09.2014
SCALE: AS NOTED
DRAWN: K.M.
CHECK: J.H.

REVISIONS

NOTE:
• WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS.
• CONTRACTORS SHALL VERIFY, AND BE RESPONSIBLE FOR, ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS.
• SHOP DETAILS MUST BE SUBMITTED TO THIS OFFICE FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION.

A-2.0 OF 15

- GUY ANCHOR
BACK FLOW PREVENTOR
BOLLARD
CABLE TELE. SERV.
CATCH BASIN
CONC. LIGHT POLE
DOUBLE DETECTOR VALVE
ELECTRIC SERV.
FIRE HYDRANT
GAS VALVE
GREASE TRAP
METAL LIGHT POLE
MAILBOX
DRAINAGE MANHOLE
IRON ROD AND CAP
CHAIN LINK FENCE
SIAMESE CONNECTOR
- SANITARY MANHOLE
TELEPHONE MANHOLE
SIGN
SANITARY VALVE
TELEPHONE BOX
TRAFFIC SIGNAL BOX
WATER METER
WOOD POWER POLE
WATER VALVE
YARD DRAIN
PERMANENT REFERENCE MONUMENT
IRRIGATION VALVE
TRANSFORMER
HANDICAP SPACE

- EXISTING CONDITION SPACE
PROPOSED CONDITION SPACE
PROPOSED UNCONDITION SPACE
EXISTING VERTICAL CIRCULATION
PROPOSED VERTICAL CIRCULATION
EXISTING TREE
LANDSCAPE

N-1:
FBC ACCESSIBILITY-TABLE 208.2-1 HANDICAP REQUIRED PER 24 SPACES, 2 HANDICAP SPACES PROVIDED (33 SPACES TOTAL)

LEGAL DESCRIPTION FOR B-1

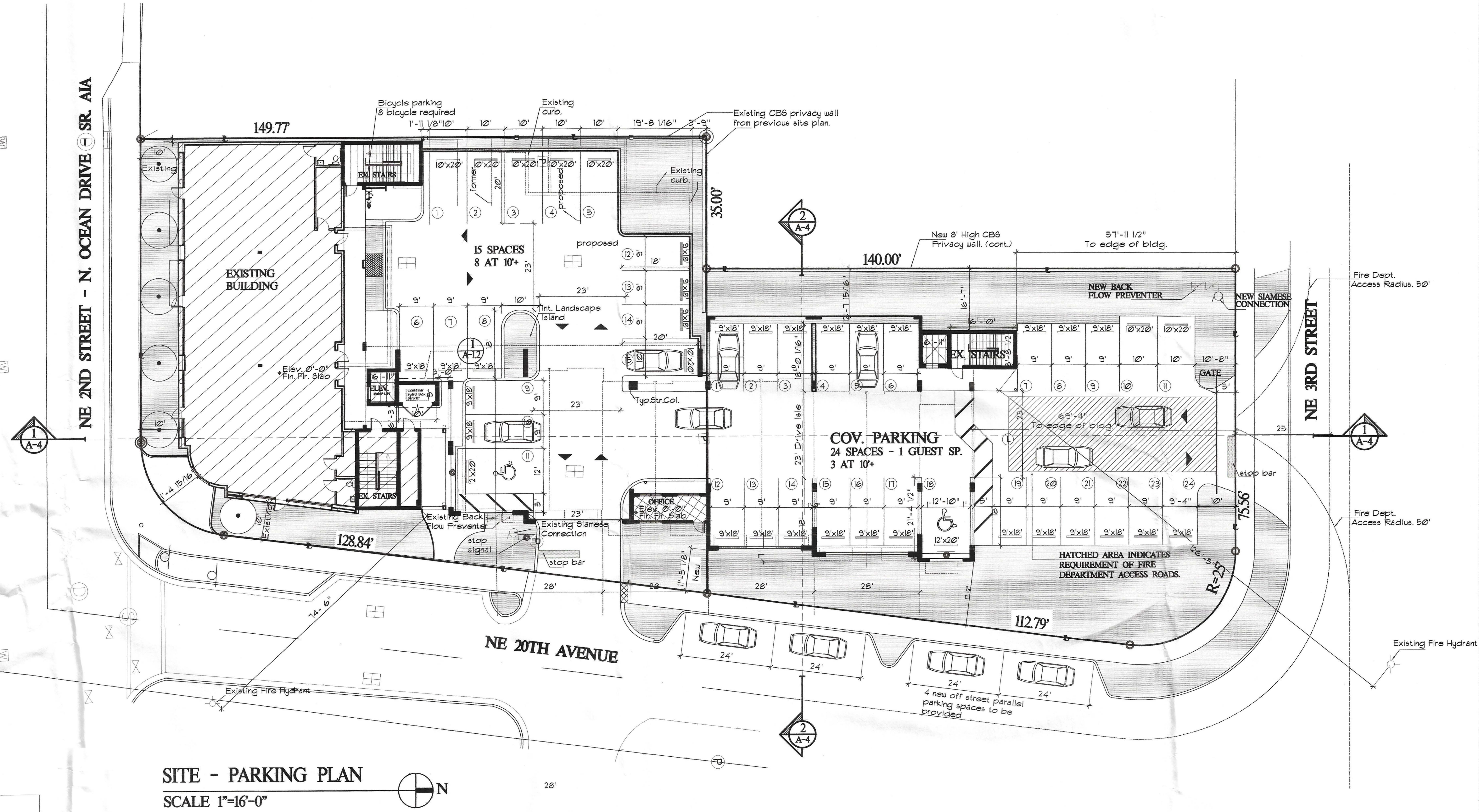
LOT 34 LESS THE WEST 25 FEET AND ALL OF LOT 35 IN BLOCK 11, IN PLAT BOOK 3 AT PAGE 34 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

SAID LAND CONTAINS 0.383 ACRES MORE OR LESS

N-1:
FBC ACCESSIBILITY-TABLE 208.2-1 HANDICAP REQUIRED PER 24 SPACES, 2 HANDICAP SPACES PROVIDED (32 SPACES TOTAL)

LEGAL DESCRIPTION RM-25

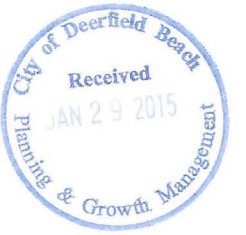
LOT 1, AND LOT 2, LESS THE WEST 10 FEET, BLOCK 11, OCEAN VUE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 34, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA



SITE - PARKING PLAN

SCALE 1"=16'-0"

THE BUILDING WILL BE PROVIDED OF A KNOX BOX AND KNOX KEY REQUIRES FOR ACCES TO BUILDING AND GATES
THE BUILDING WILL HAVE FIRE SPRINKLER SYSTEM AND FIRE ALARM SYSTEM



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

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, June 16, 2020** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida and utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting) to consider the following:

P.H. 2020-053: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES CHAPTER 66 "TRAFFIC AND VEHICLES," ARTICLE II "STOPPING, STANDING, PARKING," DIVISION 4 "PARKING AREAS," SECTION 66-76 "PARKING AREAS REGULATED" TO PROVIDE FOR REGULATED PARKING ON THE WEST SIDE OF N.E. 20TH AVENUE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

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

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

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

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

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Friday, June 5, 2020



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-427

Agenda Date: 6/16/2020

Status: PUBLIC HEARING - SECOND
READING

In Control: City Commission

Title

P.H. 2020-054: ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING SECTION 30-28 OF ARTICLE II "CIVIL EMERGENCIES" OF CHAPTER 30 "EMERGENCY SERVICES" OF THE CITY CODE TO PROVIDE FOR ADDITIONAL EXTENSIONS OF A STATE OF LOCAL EMERGENCY; PROVIDING FOR CONFLICTS, SEVERABILITY, PUBLICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida due to Novel Coronavirus Disease 2019 ("COVID-19"). On March 13, 2020, the Mayor issued Executive Order 2020-01, declaring a state of local emergency in the City of Deerfield Beach.

Section 30-28 of the City Code provides that the maximum period of any state of local emergency declared by the Mayor shall be 7 days, but the City Commission may extend the state of local emergency for an additional period of up to 30 days with no further extensions provided for in the City Code.

On March 17, 2020, the City Commission adopted Resolution 2020/336, extending the state of local emergency until April 17, 2020.

On April 7, 2020, pursuant to Section 3.17 of the City Charter, the City Commission adopted an emergency ordinance allowing the City Commission to further extend the state of local emergency for additional 30 day periods (the "Emergency Ordinance"). On April 7, 2020, the City Commission adopted a resolution extending the State of Local Emergency in the City through May 17, 2020. On May 12, 2020, the City Commission further extended the State of Local Emergency through June 17, 2020.

Section 3.17 of the City Charter provides that an emergency ordinance shall automatically be repealed as of the 61st day from the date on which it was adopted, unless adopted under regular procedures.

Current Activity

The State and County currently remain under a state of emergency and the City's state of local emergency is set to expire on June 17, 2020. The Emergency Ordinance is set to expire on June 8, 2020, after which time the City Commission could not further extend the State of Local Emergency (beyond June 17, 2020) unless a City Code change providing for further extensions is enacted. In order to further extend the City's state of local emergency, an amendment to Section 30-28 of the City Code is required to allow for additional 30-day extensions of a state of local emergency.

Recommendation

Staff recommends approval.

ORDINANCE NO. 2020/

**AN ORDINANCE OF THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, AMENDING SECTION 30-28
OF ARTICLE II “CIVIL EMERGENCIES” OF CHAPTER 30
“EMERGENCY SERVICES” OF THE CITY CODE TO
PROVIDE FOR ADDITIONAL EXTENSIONS OF A STATE
OF LOCAL EMERGENCY; PROVIDING FOR CONFLICTS,
SEVERABILITY, PUBLICATION, AND AN EFFECTIVE
DATE**

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida due to Novel Coronavirus Disease 2019 (“COVID-19”); and

WHEREAS, on March 13, 2020, the Mayor issued Executive Order 2020-01, declaring a state of local emergency in the City of Deerfield Beach; and

WHEREAS, Section 30-28 of the City Code provides that the maximum period of any state of local emergency declared by the Mayor shall be 7 days, but the City Commission may extend the state of local emergency for an additional period of up to 30 days with no further extensions provided for in the City Code; and

WHEREAS, on March 17, 2020, the City Commission adopted Resolution 2020/336, extending the state of local emergency until April 17, 2020; and

WHEREAS, on April 7, 2020, pursuant to Section 3.17 of the City Charter, the City Commission adopted an emergency ordinance allowing the City Commission to further extend the state of local emergency for additional 30 day periods (the “Emergency Ordinance”); and

WHEREAS, on April 7, 2020, the City Commission adopted a resolution extending the State of Local Emergency in the City through May 17, 2020; and

WHEREAS, on May 12, 2020, the City Commission adopted a resolution extending the State of Local Emergency in the City through June 17, 2020; and

WHEREAS, Section 3.17 of the City Charter provides that an emergency ordinance shall automatically be repealed as of the 61st day from the date on which it was adopted, unless adopted under regular procedures; and

WHEREAS, the Emergency Ordinance is set to expire on June 8, 2020, after which time the City Commission could not further extend the State of Local Emergency (beyond June 17, 2020) unless a City Code change providing for further extensions is enacted; and

WHEREAS, the State and County currently remain under a state of emergency and the City’s state of local emergency is set to expire on June 17, 2020; and

WHEREAS, to further extend the City’s state of local emergency, an amendment to Section 30-28 of the City Code is required to allow for additional 30-day extensions of a state of local emergency; and

WHEREAS, the City Commission deems it in the best interest of the City to adopt this Ordinance to allow for further extensions of states of local emergency.

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

Section 1. The above “WHEREAS” clauses are true and correct and are incorporated herein.

Section 2. Chapter 30 “Emergency Services,” Article II “Civil Emergencies”, Section 30-28 “Authority to declare and extend a state of emergency; activation of disaster plans” is hereby amended to read as follows:¹

Chapter 30 – Emergency Services

ARTICLE II – CIVIL EMERGENCIES

Sec. 30-28. – Authority to declare and extend a state of emergency; activation of disaster plans.

A state of local emergency shall be declared by executive order of the mayor (or in his/her absence or unavailability the vice mayor) if the mayor finds that an emergency, as defined in F.S. § 252.34, has occurred in the city or that the threat thereof is imminent. All executive orders issued under this article shall indicate the nature of the emergency, the area or areas threatened, and the conditions which have brought the emergency about or which make possible its termination. The executive order shall be promptly disseminated by means calculated to bring its contents to the attention of the general public; and, unless the circumstances attendant upon the emergency prevent or impede such filing, the order shall be filed promptly with the city clerk's office. The maximum period of any state of local emergency declared by the mayor shall be seven days; ~~Thereafter~~, the city commission may extend the state of local emergency for an additional period of up to thirty (30) days each. A majority of the commission may terminate any state of emergency declared by the mayor or city commission at any time by a vote of four members of the commission. Emergency meetings of the city commission shall be convened as provided for in Section 3.15(5) of the City Charter and as otherwise permitted by state law.

Section 3. All sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions, or parts of resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough~~.

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

Section 5. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 6. That this Ordinance shall be effective immediately upon adoption.

PASSED ON THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

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

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, June 16, 2020** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida and utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting) to consider the following:

P.H. 2020-054: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING SECTION 30-28 OF ARTICLE II "CIVIL EMERGENCIES" OF CHAPTER 30 "EMERGENCY SERVICES" OF THE CITY CODE TO PROVIDE FOR ADDITIONAL EXTENSIONS OF A STATE OF LOCAL EMERGENCY; PROVIDING FOR CONFLICTS, SEVERABILITY, PUBLICATION, AND AN EFFECTIVE DATE.

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

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

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

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

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Friday, June 5, 2020



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-445

Agenda Date: 6/16/2020

Status: PUBLIC HEARING - SECOND
READING

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, extending the State of Local Emergency regarding COVID-19 until July 17, 2020; authorizing the City Manager to take appropriate actions; providing an effective date. *(Companion to Item #5; was not advertised as a Public Hearing - 2nd Reading.)*

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Novel Coronavirus Disease 2019 ("COVID-19") is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza.

On March 9, 2020, Governor DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida due to COVID-19.

Section 30-28 of the City of Deerfield Beach Code of Ordinances (the "City Code") empowers the Mayor to declare a state of local emergency by executive order if the Mayor finds that an emergency, as defined in Section 252.34, Fla. Stat., has occurred in the City or that the threat thereof is imminent. COVID-19 poses an imminent threat that may result in substantial injury or harm to the population.

On March 13, 2020, the Mayor issued an Executive Order declaring a State of Local Emergency in the City of Deerfield Beach (the "State of Local Emergency"). Pursuant to Section 30-28 of the City Code, the maximum period of any state of local emergency declared by the Mayor shall be 7 days, but the City Commission may extend the state of local emergency for additional periods of up to 30 days each. On March 17, 2020, the City Commission extended the State of Local Emergency until April 17, 2020.

On March 30, 2020, Governor DeSantis issued Executive Order 20-89, which ordered that Broward, Palm Beach, Miami-Dade and Monroe County restrict public access and facilities deemed non-essential pursuant to the Guidelines of Miami-Dade County Emergency Order 07-20, as amended.

There are confirmed cases of COVID-19 within the City's jurisdictional boundaries, the confirmed

cases within Broward County continue to increase daily, and the United States has more total reported confirmed cases than any other country.

The City Manager has issued Emergency Orders to deal with the emergency and mitigate the harm posed by COVID-19 as referenced therein and as further described in County, State, and Federal declarations concerning COVID-19.

On April 7, 2020, the City Commission adopted an emergency ordinance to provide for further extensions of the state of local emergency for periods of up to 30 days each (the “Emergency Ordinance”). Pursuant to Section 3.17 of the City Charter, the Emergency Ordinance providing for additional 30 days extensions of the State of Local Emergency is repealed as of the 61st day following the date on which it is adopted, unless reenacted under regular procedures, or if the emergency still exists, in the manner specified under Section 3.17 of the City Charter.

On April 7, 2020, the City Commission extended the State of Local Emergency until May 17, 2020. On April 28, 2020, the Broward County Administrator issued Emergency Order 20-08, providing for the limited reopening of certain parks, natural areas, boat ramps, marinas, golf courses, and certain pools and other amenities in Broward County.

On May 8, 2020, Governor DeSantis issued Executive Order 20-114 extending the State of Emergency in the State of Florida due to COVID-19 until July 8, 2020. On May 12, 2020, the City Commission extended the State of Local Emergency until June 17, 2020.

On May 14, 2020, Governor DeSantis issued Executive Order 20-122, permitting Broward County to participate in the Phase 1 reopening identified in Executive Order 20-112, Executive Order 20-120, and any future orders pertaining to Phase 1 or the phased reopening of Florida. On May 14, 2020, the Broward County Administrator issued Emergency Order 20-10, implementing certain measured steps to participate in the Phase 1 reopening of Broward County, including designating certain business activities as permitted activities and reopening additional portions of recreational amenities, subject to the requirements in EO 20-10.

On May 21, 2020, Broward County issued Emergency Order 20-12 (“County EO 20-12”), which was amended on May 22, 2020 by Emergency Order 20-13, outlining the establishments permitted to operate within Broward County and, as amended, providing for the reopening of beaches, commercial gyms and fitness centers, hotels and other lodging establishments, subject to the guidelines and conditions set forth in the County orders.

On May 29, 2020, Broward County issued Emergency Order 20-14, permitting certain additional activities on beaches and at parks, allowing certain additional establishments to operate and clarifying the guidelines and requirements for all establishments.

On June 3, 2020, Governor DeSantis issued Executive Order 20-139, implementing Phase 2 of the reopening/recovery (for counties other than Broward, Miami-Dade, and Palm Beach) providing for bars and other establishments licensed to sell alcohol for on premises consumption (excluding nightclubs) and entertainment establishments, including movie theaters, concert houses, auditoriums, playhouses, bowling alleys and arcades, to operate at 50% capacity.

Current Activity

On June 16, 2020, the City Commission adopted an Ordinance (the “Ordinance”) revising the City Code to provide for further extensions of the state of local emergency for periods of up to 30 days each, consistent with the Emergency Ordinance.

The City Commission's most recent extension of the State of Local Emergency is set to expire on June 17, 2020, unless further extended. The Governor has issued an Executive Order extended the State of Emergency in the State of Florida due to COVID-19 until July 8, 2020, which date may be further extended by the Governor. The enclosed Resolution extends the State of Local Emergency until July 17, 2020.

Due to the evolving nature of the COVID-19 emergency, continued CDC recommendations regarding social distancing and large gatherings, and the continued phased reopening of businesses, establishments and amenities, a further extension of the Local State of Emergency until July 17, 2020 is proposed.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, EXTENDING THE STATE OF LOCAL EMERGENCY REGARDING COVID-19 UNTIL JULY 17, 2020; AUTHORIZING THE CITY MANAGER TO TAKE APPROPRIATE ACTIONS; PROVIDING AN EFFECTIVE DATE

WHEREAS, Novel Coronavirus Disease 2019 (“COVID-19”) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida due to COVID-19; and

WHEREAS, Section 30-28 of the City of Deerfield Beach Code of Ordinances (the “City Code”) empowers the Mayor to declare a state of local emergency by executive order if the Mayor finds that an emergency, as defined in Section 252.34, Fla. Stat., has occurred in the City or that the threat thereof is imminent; and

WHEREAS, Section 252.34(4), Fla. Stat., defines an “emergency” to mean “any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property”; and

WHEREAS, COVID-19 poses an imminent threat that may result in substantial injury or harm to the population; and

WHEREAS, to reduce the spread of COVID-19, the United States Centers for Disease Control and Prevention (“CDC”) and the Florida State Department of Health recommend implementation of community mitigation strategies to increase containment of the virus, including cancellation of large gatherings and social distancing of at least six (6) feet between persons in smaller gatherings; and

WHEREAS, on March 13, 2020, the Mayor issued an Executive Order declaring a State of Local Emergency in the City of Deerfield Beach (the “State of Local Emergency”); and

WHEREAS, pursuant to Section 30-28 of the City Code, the maximum period of any state of local emergency declared by the Mayor shall be 7 days, but the City Commission may extend the state of local emergency for additional periods of up to 30 days each; and

WHEREAS, on March 17, 2020, the City Commission extended the State of Local Emergency until April 17, 2020; and

WHEREAS, on March 30, 2020, Governor DeSantis issued Executive Order 20-89, which ordered that Broward, Palm Beach, Miami-Dade and Monroe County restrict public access and facilities deemed non-essential pursuant to the Guidelines of Miami-Dade County Emergency Order 07-20, as amended; and

WHEREAS, the City is aware of confirmed cases of COVID-19 within its jurisdictional boundaries, the confirmed cases within Broward County continue to increase daily, and the United States has more total reported confirmed cases than any other country; and

WHEREAS, the City Manager has issued Emergency Orders to deal with the emergency and mitigate the harm posed by COVID-19 as referenced therein and as further described in County, State, and Federal declarations concerning COVID-19; and

WHEREAS, on March 27, 2020, the City Manager issued Emergency Order 2020-04, announcing a Safer at Home order for City residents; and

WHEREAS, on April 1, 2020, Governor DeSantis issued Executive Order 20-91, requiring all persons in Florida to limit their movements and personal interactions outside of their home to only those necessary to obtain or provide essential services or conduct essential activities; and

WHEREAS, on April 7, 2020, the City Commission adopted an emergency ordinance to provide for further extensions of the state of local emergency for periods of up to 30 days each (the “Emergency Ordinance”); and

WHEREAS, on April 7, 2020, the City Commission extended the State of Local Emergency until May 17, 2020; and

WHEREAS, pursuant to Section 3.17 of the City Charter, the Emergency Ordinance providing for additional 30 days extensions of the State of Local Emergency is repealed as of the 61st day following the date on which it is adopted, unless reenacted under regular procedures, or if the emergency still exists, in the manner specified under Section 3.17 of the City Charter; and

WHEREAS, on April 28, 2020, the Broward County Administrator issued Emergency Order 20-08, providing for the limited reopening of certain parks, natural areas, boat ramps, marinas, golf courses, and certain pools and other amenities in Broward County; and

WHEREAS, on May 8, 2020, Governor DeSantis issued Executive Order 20-114 extending the State of Emergency in the State of Florida due to COVID-19 until July 8, 2020; and

WHEREAS, on May 12, 2020, the City Commission extended the State of Local Emergency until June 17, 2020; and

WHEREAS, on May 14, 2020, Governor DeSantis issued Executive Order 20-122, permitting Broward County to participate in the Phase 1 reopening identified in Executive Order 20-112, Executive Order 20-120, and any future orders pertaining to Phase 1 or the phased reopening of Florida; and

WHEREAS, on May 14, 2020, the Broward County Administrator issued Emergency Order 20-10, implementing certain measured steps to participate in the Phase 1 reopening of Broward County, including designating certain business activities as permitted activities and reopening additional portions of recreational amenities, subject to the requirements in EO 20-10; and

WHEREAS, on May 15, 2020, Governor DeSantis issued Executive Order 20-123, providing for the “Full Phase One” reopening of certain businesses and establishments; and

WHEREAS, on May 21, 2020, Broward County issued Emergency Order 20-12 (“County EO 20-12”), which was amended on May 22, 2020 by Emergency Order 20-13, outlining the establishments permitted to operate within Broward County and, as amended, providing for the reopening of beaches, commercial gyms and fitness centers, hotels and other lodging establishments, subject to the guidelines and conditions set forth in the County orders; and

WHEREAS, on May 29, 2020, Broward County issued Emergency Order 20-14, permitting certain additional activities on beaches and at parks, allowing certain additional establishments to operate and clarifying the guidelines and requirements for all establishments; and

WHEREAS, on June 3, 2020, Governor DeSantis issued Executive Order 20-139, implementing Phase 2 of the reopening/recovery (for counties other than Broward, Miami-Dade, and Palm Beach) providing for bars and other establishments licensed to sell alcohol for on premises consumption (excluding nightclubs) and entertainment establishments, including movie theaters, concert houses, auditoriums, playhouses, bowling alleys and arcades, to operate at 50% capacity; and

WHEREAS, on June 16, 2020, the City Commission adopted an Ordinance (the “Ordinance”) revising the City Code to provide for further extensions of the state of local emergency for periods of up to 30 days each consistent with the Emergency Ordinance; and

WHEREAS, due to the evolving nature of the COVID-19 emergency, continued CDC recommendations regarding social distancing and large gatherings, and the continued phased reopening of businesses, establishments and amenities, the City Commission deems it in the best interest of the City to further extend the State of Local Emergency until July 17, 2020.

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

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

Section 2. Pursuant to Section 30-28 of the City Code and the Ordinance, the City Commission hereby extends the State of Local Emergency until July 17, 2020, unless terminated earlier by a vote of four members of the City Commission.

Section 3. The City Manager is hereby authorized to do all things necessary to prepare the City for the State of Local Emergency and to respond to the emergency, including but not limited to exercising the City Manager's emergency powers provided for in Section 30-29 of the City Code.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-453

Agenda Date: 6/16/2020

Status: BOARD APPOINTMENT

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Michelle Balaun as a regular member to the Planning and Zoning Board; providing for service without compensation; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Section 98-115 of the City's Land Development Code ("Section 98-115") provides for the City of Deerfield Beach Planning and Zoning Board ("Board") to consist of five (5) regular members and five (5) alternate members.

Section 98-115 provides that the Mayor and Commissioners shall each appoint one regular member and one alternate member to the Board, subject to approval by a majority of the City Commission.

Current Activity

Michelle Balaun has expressed interest in serving on the Planning & Zoning Board. Currently, the District 4 regular and alternate seat is vacant.

Commissioner Drosky has nominated Michelle Balaun to serve as a regular member.

Upon approval of this appointment, the Board will have a total of five (5) regular members with no vacancies, and three (3) alternates with two (2) vacancies.

RESOLUTION NO. 2020/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING MICHELLE BALAUN
AS A REGULAR MEMBER TO THE PLANNING AND ZONING BOARD;
PROVIDING FOR SERVICE WITHOUT COMPENSATION; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Section 98-115 of the City's Land Development Code ("Section 98-115") provides for the City of Deerfield Beach Planning and Zoning Board ("Board") to consist of five (5) regular members and five (5) alternate members; and

WHEREAS, Section 98-115 provides that the Mayor and Commissioners shall each appoint one regular member and one alternate member to the Board, subject to approval by a majority of the City Commission; and

WHEREAS, Section 98-115 provides that each appointed member serves at the pleasure of the City Commission for a term that expires on April 30th of the year that the term of the appointing Commissioner/Mayor expires.

**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. Michelle Balaun is hereby appointed by Commissioner Drosky and approved to serve as a regular member on the Planning & Zoning Board for a term ending on April 30, 2021.

Section 3. Ms. Balaun shall serve without compensation and is required to file a financial disclosure statement in accordance with Florida Statutes.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



**CITY OF DEERFIELD BEACH
RECEIVED**

JUN 1 2020

CITY CLERK'S OFFICE

Nominating Form

Application for Appointment to Board or Committee

Date: May 28, 2020

The attached application from Michelle Balaun for the

Planning & Zoning Board

has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☒ Regular Member
☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

 6-1-2020

Signature:

Date:

Appointing
Elected Official:

- ☐ Mayor Bill Ganz
☐ Vice Mayor Bernie Parness
☐ Commissioner Michael Hudak
☐ Commissioner Ben Preston
☒ Commissioner Todd Drosky

Please return to City Administration for processing.



City of Deerfield Beach Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Planning-Zoning

Are you willing to be considered for an alternate Board or Committee?

Yes



No



Name Michelle Balaun

Address 2287 Woodlands Way

City Deerfield Beach

State FL

Zip 33442

I reside in District # (can be found on back of your Voter Registration Card) ⁴

Year- Round Resident?

Yes



No



If No, how what months are you away?

Home Phone

Work/Mobile Phone 954-778-1886

E-mail mabalaun@gmail.com

**CITY OF DEERFIELD BEACH
RECEIVED**

Employer self

JUN 1 2020

Address

CITY CLERK'S OFFICE

Occupation (if retired, please indicate and list former occupation) Branding coach

Please list any governmental Advisory Boards or Committees on which you currently serve:

na

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

Academic: Degrees, Diplomas

Professional: Certification(s)

30 years of International and National experience in the textile industry.

Knowledge: Training, interest or experience

Interest in bringing aesthetics to the land use in my city.

Community Involvement: List organizations/positions

Organizations: Memberships

Toastmasters DTM

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

Signature:



Date: 5/27/2020

Print Name: Michelle Balaun

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

E-mail: web.clerk@deerfield-beach.com

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



PLANNING AND ZONING

Creating Authority:

City Charter-Section 312-Ordinance No 1179
Rules of Procedure set by Resolution No 1992/082
Ordinance No. 2011/018

Method of Appointment:

5 Regular/5 Alternates

Financial Disclosure:

Required

Compensation:

None

Liaison:

Eric Power, Director of Planning & Development Services, (954) 480-4206

Meeting Dates:

1st Thursday, 7:00 p.m. in the City Commission Chambers

Functions and Responsibilities:

To act in an advisory capacity to the Commission on questions relating to zoning and to conduct investigations and hold public hearings when the board deems necessary, on all matters or proposals to change zoning regulations, and report its findings and recommendations on such matters and proposals to the Commission.

To study an existing City plan, with the view to improving same so as to provide for the development, general improvement and probable future growth of the City, and from time to time make recommendations to the Commission for changes in the existing City plan so as to incorporate new developments or for the adoption of a new City plan.

To investigate and approve or disapprove all new plats to be presented to the Commission for approval to perform such other duties as may from time to time be assigned to such Board by the Commission (See City Charter, Section 312).

Name <i>Regular Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Thomas Plaut (Mayor)	3920 NW 4 th Court Deerfield Beach, FL 33442	428-9591 934-6991 (C)	NEW	2017/047	05/02/17	04/30/21
Bridgette Beckford (District 1)	309 NE 47 th Place Deerfield Beach, FL 33064	242-1899	NEW	2019/053	5/7/2019	04/30/23
Brian Bennett (District 2)	650 SW 14 th Place Deerfield Beach, FL 33441	274-9621	SELF	2019/041	05/01/19	04/30/23
Ronald Towers (District 3)	4067 Oakridge F Deerfield Beach, FL 33442	427-2515 561-901-6255 (C)	LEE	2018/041	03/06/18	04/30/21
VACANT (District 4)			BRUM			04/30/21

Name <i>Alternate Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Gail Davis (Mayor)	5380 NE 5 th Terrace Deerfield Beach, FL 33064	861-7584	NEW	2019/053	5/7/2019	04/30/21
John Gibilaro (District 1)	800 SE 20 th Ave., #101 Deerfield Beach, FL 33441	531-1950 516-680-8319 (C)	NEW	2019/053	5/7/2019	04/30/23
Kanthiah Easwara Chandran (District 2)	1931 Wildwood Lane N Deerfield Beach, FL 33442	561-247-8596	SELF	2019/069	05/21/19	04/30/23
VACANT (District 3)			LOBONO			04/30/21
VACANT (District 4)	Deerfield Beach, FL 33442		BRUM			04/30/21



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-426

Agenda Date: 6/16/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals #20-14-JW for Employee Benefits Broker Services to the Gehring Group, Inc. in an annual amount not to exceed \$105,000.00; authorizing execution of a contract with the Gehring Group, Inc. for a two-year term with three one-year renewal options; providing for severability and an effective date. (Funds from Account #606-0900-519-32-99 - Other Contractual Services & Account #606-0900-519-30-03 - Programming/Software)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$105,000

Account Name: Other Contractual Services

Account Number: 606-0900-519-32-99

Secondary Account Name: Programming/Software

Secondary Account Number: 606-0900-519-30-03

Background/History

The City contracted with The Gehring Group and BenTek on June 16, 2015 under ITN #2015-15/19. The initial contract went into effect on July 1, 2015 and expired on June 30, 2017. It was then renewed per the contract for three consecutive 1-year terms culminating on June 30, 2020. The scope of services for the contract encompassed 4 major components: General Employee Benefits Consulting Services, Online Enrollment System and Support, Employee Benefits RFP Services, and Employee Health and Wellness Consulting Services.

Current Activity

As the third and final contract renewal option ends on June 30, 2020, RFP 20-14-JW was advertised in the Sun Sentinel and electronically through the eProcurement Marketplace on March 27, 2020 to ensure benefits consulting services would continue uninterrupted. Three (3) addenda were issued: Addendum 1 to update Background Check Affidavit; Addendum 2 to respond to vendor questions; and Addendum 3 to update Attribute #13 (Convicted/Suspended/Discriminatory/Complaints Vendor Lists) to accommodate vendor response. The RFP was then closed on May 1, 2020 at 3:00pm per the advertised due date for proposals. Evaluation Committee Members, Krystal Marshall, Risk/Benefits Coordinator, Christine Beneby, Business Continuity Manager and Angelia Adediran,

Assistant City Manager, met on May 13, 2020 at 10:00am and independently reviewed and scored the four (4) submittals in accordance with the weighted criteria stated in the RFP. The Gehring Group, Inc. was ranked #1 and the evaluation committee members unanimously agreed to recommend they be awarded the contract.

Recommendation

Department of Human Resources recommends approval.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND AWARD OF REQUEST FOR PROPOSALS #20-14-JW FOR EMPLOYEE BENEFITS BROKER SERVICES TO THE GEHRING GROUP, INC. IN AN ANNUAL AMOUNT NOT TO EXCEED \$105,000.00; AUTHORIZING EXECUTION OF A CONTRACT WITH THE GEHRING GROUP, INC. FOR A TWO YEAR TERM WITH THREE ONE-YEAR RENEWAL OPTIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) desires to enter into a contract with a consultant for the provision of employee benefits broker services; and

WHEREAS, the City issued Request for Proposals No. 20-14-JW for Employee Benefits Broker Services (the “RFP”); and

WHEREAS, the RFP was advertised in the legal notices section of the Sun Sentinel on March 27, 2020, and the notice was also sent to one hundred thirty-four prospective respondents via the e-Procurement Marketplace; and

WHEREAS, six firms viewed the RFP documents; and

WHEREAS, on May 1, 2020 at 3:00 p.m., the due date and time for the responses, the Purchasing and Contract Division (the “Division”) unsealed the four proposals that were timely received, and reviewed the proposals to ensure they met the RFP requirements; and

WHEREAS, the evaluation committee independently reviewed and scored the responsive proposals in accordance with the weighted criteria stated in the RFP prior to the first evaluation committee meeting; and

WHEREAS, the evaluation meeting was held on May 13, 2020 to score the proposals based on the weighted criteria stated in the RFP; and

WHEREAS, following the initial ranking, the evaluation committee reached a unanimous decision to rank The Gehring Group, Inc. (“Gehring”) as the highest ranked firm; and

WHEREAS, the evaluation committee recommends that the City Commission approve the ranking and award of the RFP and contract to the number one ranked firm Gehring, and authorize execution of an agreement with Gehring for the provision of employee benefits broker services for a two year term with three optional one-year renewal periods (the “Agreement”).

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

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

Section 2. The City Commission hereby approves the award of the RFP to Gehring for employee benefits broker services.

Section 3. The City Manager is hereby authorized to execute the Agreement with Gehring, in an annual amount not to exceed \$105,000, consistent with the terms of the RFP, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Memorandum

TO: Amanda Robins, Chief Human Resources Officer, Human Resources

FROM: Jeremin Worlds, Senior Buyer

THRU: Ivelsa Guzman, Purchasing Manager

DATE: May 18, 2020

SUBJECT: **Employee Benefits Broker Services, RFP 20-14-JW**

The Purchasing and Contract Administration Division issued a Request for Proposal for Employee Benefits Broker Services, RFP 20-14-JW. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The RFP was advertised in the legal notices section of the Sun-Sentinel on March 27, 2020. The notice was sent to one hundred and thirty-four (134) prospective Offeror's via the e-Procurement Marketplace.
- Six (6) vendors viewed the documents of the RFP.
- Three (3) addenda was issued, addendum 1 to updated Background Check Affidavit, addendum 2 to respond to vendor questions, and addendum 3 issued to update Attribute #13 to accommodate vendor response.
- On May 1, 2020 at 3:00 p.m. EST, the due date and time, the Purchasing and Contract Administration Division closed and unsealed four (4) proposals received. The proposals were reviewed by the Purchasing and Contract Administration Division to ensure the proposals met the RFP requirements.
- Subsequently, each member of the evaluation committee appointed by the Assistant City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures, original RFP, addenda, submittals, and the evaluation sheets.
- Each evaluation committee member independently reviewed and scored the submittals in accordance with the weighted criteria stated in the RFP prior to the public evaluation meeting held on Wednesday, May 13, 2020, at 10:00 a.m. The Evaluation Committee consisted of: Krystal Marshall, Risk/Benefits Specialist, Human Resources; Christine Beneby, Business Continuity Manager, Information Technology Services; and Angelia Adediran, Assistant City Manager, Office of the City Manager.
- The proposals were evaluated based on the following weighted criteria:

<u>Criteria</u>	<u>Weight</u>
Proposal Fee	1
Experience/Qualifications/Past Performance of Firm	3
Experience /Qualifications of Principals/Staff	3
Experience of Working as a Broker/Consultant for gov't agencies	2
Conformity to Requested Online Enrollment/Administration System Feature	3
Dedicated Account Management/Onsite availability	2
References	2

- The proposals were ranked as follows:

Ranking	Krystal Marshall	Christine Beneby	Angelia Adediran	Total	Ranking
The Gehring Group, Inc. (Gehring Insurance Agency, Inc.)	131/ 1	145 / 1	145 / 1	3	1
Public Risk Insurance Agency (Risk Management Associates, Inc.)	119 / 2	142 / 2	98 / 2	6	2
Gallagher Benefits Services, Inc.	95 / 3	128 / 3	93 / 4	10	3
Gerlin Benefits Group, LLC	89 / 4	108/ 4	96 / 3	11	4

- Gerlin Benefits Group, LLC provided evidence for Disadvantage Business Enterprise Program stated in the RFP documents
- As required per City Ordinance Section 38-142, the Evaluation Scores for the Offeror was adjusted upward by five percent (5%).

Ranking	Krystal Marshall	Christine Beneby	Angelia Adediran	Total	Ranking
The Gehring Group, Inc. (Gehring Insurance Agency, Inc.)	131/ 1	145 / 1	145 / 1	3	1
Public Risk Insurance Agency (Risk Management Associates, Inc.)	119 / 2	142 / 2	98 / 3	7	2
Gerlin Benefits Group, LLC	93.45 / 4	113.4 / 4	100.8/ 2	10	3
Gallagher Benefits Services, Inc.	95 / 3	128 / 3	93 / 4	10	4

- Following the initial ranking, the evaluation committee concluded and was unanimous in their decision to make a recommendation to the City Commission to approve the ranking and award the contract to The Gehring Group, Inc. (Gehring Insurance Agency, Inc.).
- Reference checks conducted and revealed positive ratings.

In summary, The Gehring Group, Inc. (Gehring Insurance Agency, Inc.) is the number one (1) ranked Offeror. Therefore, Staff recommends the award of this contract to The Gehring Group, Inc. (Gehring Insurance Agency, Inc.).

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

Att. Tabulation Sheets, Tab Summary, Bid Summary, Recommended Offerors' Submittals, Vendor Reference – Check List and Performance Reference Surveys, Scope of Services

c: Krystal Marshall, Risk/Benefits Specialist, Human Resources

Event Number	20-14-JW Addendum 3	Organization	City of Deerfield Beach
Event Title	Employee Benefits Broker Services	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is soliciting the	Event Owner	Jeremin Worlds
Event Type	RFP	Email	jworlds@deerfield-beach.com
Issue Date	3/27/2020 04:43:15 PM (ET)	Phone	(954) 480-4415
Close Date	5/1/2020 03:00:00 PM (ET)	Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Public Risk Insurance Agency (Ri	Daytona Beach	FL	5/1/2020 12:12:28 PM (ET)	3	\$85,000.00
Gelin Benefits Group, LLC	Fort Lauderdale	FL	5/1/2020 02:10:18 PM (ET)	3	\$100,000.00
The Gehring Group, Inc. (Gehrin	Palm Beach Gardens	FL	5/1/2020 11:42:44 AM (ET)	3	\$105,000.00
Gallagher Benefit Services, Inc.	Boca Raton	FL	5/1/2020 09:35:43 AM (ET)	3	\$125,000.00

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

CITY OF DEERFIELD BEACH

BID DOCUMENTS

Project Name:

**Employee Benefits Consulting Services RFP
RFP#**



Owner:

City of Deerfield Beach
401 S. W. 4th Street
Deerfield Beach, Florida 33441

Date:

January 22, 2020

Purpose

The City of Deerfield Beach, Florida (the City) is actively seeking qualified and experienced firms to provide consulting services and benefits administration software for employee benefits programs offered by the City. The proposers will be expected to provide services related to, supporting the functioning of, and supporting the long-term viability of the employee benefits offerings at the City of Deerfield Beach. Services required by the proposer in support of the employee benefits offerings include (but are not limited to): services for employee benefits RFP's, assistance in benefit offering modernization, consultation regarding benefits plans design, annual open enrollment support, day to day new hire enrollment support, on-line employee enrollment (ongoing and open enrollment), PPACA, COBRA, HIPAA and other benefits and wellness-related regulatory compliance advice, and ongoing wellness plan development, implementation and design improvement assistance.

City Background Information

The City of Deerfield Beach is the most northeast community in Broward County. It borders Boca Raton and Palm Beach County to the north, the Atlantic Ocean to the East, the Florida Turnpike to the West and the City of Pompano Beach to the south. Incorporated in 1925, the City encompasses roughly 16.3 square miles of land and water.

The City is located on the coast of Southeast Florida. The City is home to more than 78,000 residents and prestigious employers. The City of Deerfield Beach provides services and a quality of life that help residents and employers alike enjoy the lifestyle of South Florida and prosper in an ever-growing international economy.

The City has approximately 335 full-time, benefit-eligible, active employees and approximately 195 non-active employees (retirees). The City's Department of Human Resources strives to provide employee benefit programs that best meet the needs of employees (active and non-active), their dependents, and the City, while also assisting all participants in utilizing their plans effectively. The City currently provides the following employee benefits programs:

- Self-funded group health and prescription drug plan (Cigna)
- Self-funded PPO dental plan (Cigna)
- Self-funded vision plan (EyeMed)
- Group basic and supplemental life (Cigna/Life Insurance Company of North America)
- Group long-term disability (Cigna/Life Insurance Company of North America)
- Employee Assistance Program (Cigna Behavioral Health)
- Health Reimbursement Arrangement (HRA) account administration (Cigna)
- Pre-paid legal services (LegalShield)
- Supplemental insurance such as accident, and short-term disability (AFLAC)
- Third-party Administration for Medical and Dependent Care Flexible Spending Accounts (Chard Snyder).
- Third-Party Administration for COBRA and FMLA services (Benefits Outsource, Inc and Sedgewick respectively).

The City's current benefit broker/agent of record is The Gehring Group and the current online benefits administration system is BenTek.

Scope of Services

While the consulting services being requested are under the broad umbrella of “Employee Benefits Consulting”, in addition to general consulting services, there are specific requirements for certain services which are explained in more detail in the following sections. Please review each section for the specific requirements for the requested service. Please note, lists of specific requirements may not be all-encompassing.

In addition, proposers need to be aware that the intent of this RFP is to contract with a **single** consultant with the expertise and resources to provide services addressing all of the “Employee Benefits Consulting” needs of the City of Deerfield Beach. In your responses, please indicate if you are utilizing a third-party contract to provide a service, or if the service will be provided by your company, a subsidiary or an affiliated entity. Please be clear in identifying and explaining the relationship of any additional entities contained in the proposal.

General Employee Benefits Consulting Services:

General Employee Benefits Consulting Services encompass a number of services required to be provided by the proposer in response to this RFP. Proposers must be prepared to offer a minimum of the following services):

- Review, on an ongoing basis, the existing employee benefit programs for competitiveness, appropriateness and overall acceptance by plan participants.
- Assist in benefit offering modernization efforts.
- Analyze existing coverage, identify and develop cost-saving alternative benefit strategies and plans. Provide innovative approaches to benefit challenges facing the City of Deerfield Beach and recommendations for benefit plan changes.
- Recommend appropriate premium rates and reserves, and the most economical funding methods to maintain the viability of each benefit plan while ensuring that quality and cost-effective benefits are provided by the plans. This includes evaluation of both fully insured and self-funded options, for both current plan year and upcoming plan years.
- Determine annual estimates of renewal rates and cost trends and assist City staff in preparation of budget figures.
- Complete annual 112.08 Filing of Actuarial Soundness for the City’s self-funded medical plan.
- Assist in the development of short and long-range goals and strategies, including making projections of potential savings.
- Serve and assist the City in negotiating benefits provider contract(s) resulting from the review and recommendations noted above including the use of available provider networks.
- Assist the City with plan design changes, plan implementation strategies, plan design and/or benefits communications relating to coverage.
- Provide periodic reports using carrier data on claims and fixed expenses, and relate those to total premium and expectations for renewal.
- Provide assistance to City staff, and employees, with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting.

- Attendance, as needed, at meetings with City staff, elected officials, and employees to facilitate and assist in the management of the City's employee benefits plans.
- Conduct on-site informational meetings for, attend enrollment assistance labs and assist with overall coordination of the annual Open Enrollment meetings and Employee Benefits Fair.
- Assist with ongoing plan administration and ensure that City benefit programs comply with State and Federal legislation such as PPACA, HIPAA, COBRA, IRS Section 125, ADA etc.
- Review and disseminate information to City staff, on an ongoing basis, regarding new or revised State and Federal legislation that impacts benefit programs.
- Assist City staff in ensuring compliance with all mandated reporting and posting/notice requirements for benefit plans.
- Development or assistance in creating and printing, as needed, various communication materials and tools including, but not limited to, Employee Benefits Guides for both Active and Non-Active employees, Open Enrollment annual meeting flyers, educational/instructional material regarding new hire orientation, qualifying events and wellness programs.
- Assist in the ongoing process of administering an employee wellness program, to improve employee health and reduce employee health-care costs, both in the short and long-term.
- Consistently maintain and allocate sufficient staffing resources to provide timely service for the City of Deerfield Beach's Employee Benefit broker/consulting service needs.
- Maintain staff that are qualified and available to provide specialized technical expertise in various disciplines as necessary.

Other Miscellaneous Employee Benefits Consulting Services:

The following are requisite services which the proposer is preferred to be able to offer to the City of Deerfield Beach as the Employee Benefits Consulting Agency:

- Complimentary attendance at any Education Summits hosted by Contractor.
- Client networking and roundtable discussion opportunities.
- Onsite and offsite training, seminars and education opportunities.
- Travel costs associated with servicing the City.
- Access to portal utilized by Contractor.
- Access to online HR Research tool(s) such as ThinkHR.

Online Enrollment System - General Enrollment and Open Enrollment Support:

As a component of the Employee Benefits Consulting engagement with the City of Deerfield Beach, proposers must be able to provide the City with access to an on-line, electronic based system for enrollments, qualifying event changes and employee education to assist employees in self-management of benefits and facilitate administrator maintenance of employee benefits enrollment. Proposers must also provide for cost of BenTek online enrollment and administration system, or provide for cost of a new online enrollment and administration system to include transitioning from the current system. The City currently utilizes Naviline personnel software from SunGard and is considering changing to a new platform in the next few years. Proposers should confirm the ability of their system to integrate with, upload information from and download information to the SunGard platform and list any additional platforms which are compatible for integration. Please clearly indicate any formal relationship that the proposed system has with SunGard.

Online Employee Enrollment Systems proposals should contain the following features and services:

- Online, paperless new hire, open enrollment and qualifying event capability.
- Online Benefits Guide, forms and documentation storage.
- Electronic document submission and user notification capability.
- Electronic user signature/acknowledgment tracking.
- Online Employee Benefits Resource Center.
- Electronic beneficiary updating capability.
- Admin ability to view user screens.
- ADA- friendly interface options.
- Web-based FTP for secure file transmission.
- Annual employee benefits cost statement for employees.
- Secure and HIPAA compliant interface.
- System must be able to upload enrollment information to all applicable carriers in a format acceptable to the carrier.
- Robust on-demand and customizable reporting. Proposer must be able to provide a detailed listing of all on-demand reports and samples of information contained in each.
- COBRA General Notice and Qualifying Event eligibility reporting.
- System must be seamless in the export of benefits costs and withholding amounts to Finance and the import of demographic, salary and other personnel information from Finance via the SunGard Naviline platform. **Confirmation of the system's ability to integrate with Naviline is required.** This confirmation may be in the form of a written finding from SunGard or written statement from a current client with the platform(s) in place.
- Proposer must provide a specific timeline for implementation along with a detailed outline of responsibilities for implementation of the system.

Employee Benefits RFP Services:

As a component of the Employee Benefits Consulting engagement with the City of Deerfield Beach, proposers must be able to provide services for the development, design and release of Requests for Proposal (RFP) for components of the City's employee benefits offerings. The proposer will be required to conduct the RFP process in compliance with City of Deerfield Beach purchasing guidelines. The proposer will be responsible for executing the process.

In addition to development, design and release, the proposer will also be required to receive proposals in response to the RFP's, review submissions for compliance with the stated requirements, compare the received proposals and present results and findings to Human Resources for presentation to City Management and City Evaluation Committees.

Employee Benefits related RFP's anticipated for the 2021 Calendar Year are:

- Group life, group accidental death and dismemberment, group voluntary supplemental life, and group long-term disability
- Group medical, dental, stop-loss (reinsurance) and EAP
- FMLA and ADA Administration

Requirements to be submitted with Proposals

- Proof of registration with the State of Florida Division of Corporations to do business in Florida.
- Proof of proper license as required by the Florida Department of Financial Services, Division of Insurance Agent and Agency Services as a Licensed General Lines (2-20) Agent, Life (2-4) Agent, Health & Life (2-15) Agent, and/or Health Agent (2-40) who is appointed to represent one or more insurers (Provide copy of insurance license issued by the Florida Department of Financial Services).
- Have a minimum of five (5) years of experience in providing health insurance consultant services for fully insured health plans and self-insured health plans in the Florida Group Insurance market
- Have provided benefits consulting services to at least three (3) Florida public sector groups with a minimum of 100 employees (Provide a list of all such clients and time period of each engagement, the total number of clients served by Respondent and percentage of clients in the public sector).
- Provide the names of at least five governmental entities, similar to the City of Deerfield Beach, for which you have provided **general employee benefits consulting services**. General consulting services may include any and all of the services outlined in the Scope of Services. In your responses, please indicate the type of service you provided the entity, the name of the entity, the name of a contact person, the physical address and a phone number for contact.
- Provide the names of at least five governmental entities, similar to the City of Deerfield Beach, for which you have provided **Online Employee Benefits Enrollment services**. Include the name of the entity, the name of a contact person, the physical address and a phone number for contact.
- Provide an organizational chart outlining staff titles, areas of expertise and number of clients assigned to each account representative.

CONTRACT

This CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and The Gehring Group, Inc. (Gehring Insurance Agency, Inc.) (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, pursuant to RFP 20-14-JW (the "RFP") the CITY accepted competitive proposals for Employee Benefits Broker Services (the "Services"); and

WHEREAS, the Services are delineated in the RFP; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the RFP, the CITY has determined that the most responsive and responsible proposal was submitted by CONTRACTOR and that CONTRACTOR has the necessary resources, experience and ability to perform the CONTRACT at a competitive price; and

WHEREAS, the City Commission awarded the CONTRACT to CONTRACTOR for the Services on July 1, 2020, Resolution No 20___/___;

WHEREAS, this CONTRACT, the RFP and the CONTRACTOR's Response constitute the entire CONTRACT and describe the Services to be provided.

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This CONTRACT, the RFP, together with the response to the RFP of CONTRACTOR shall constitute the entire CONTRACT, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the scope of services is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the RFP and the CONTRACTOR'S Response to the RFP. When the terms and conditions of this CONTRACT may be read as consistent with the RFP, then and in that respect, the terms of both the RFP and this CONTRACT shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this CONTRACT contradict anything as set forth in the RFP or the response to the RFP, then the terms and conditions of this CONTRACT shall be binding and in full force and effect to the extent of any inconsistency.
- 1.4 This is a Non-Exclusive CONTRACT. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the CONTRACT Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this CONTRACT.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The initial CONTRACT term shall be for two (2) years beginning July 1, 2020 and ending on June 30, 2022. The City reserves the right to renew the CONTRACT for three (3) additional one (1) year periods providing all terms, conditions and scope of service remain the same, both parties agree to the renewal, and such renewal is approved by the City as set forth in the RFP.
- 2.2 In the event the CONTRACT is scheduled to end because of the expiration of the CONTRACT, the CONTRACTOR shall continue to provide the products and services upon the request of the City Manager or his designee. The extension period shall not extend for more than ninety days (90) days beyond the expiration date of the existing CONTRACT. The CONTRACTOR shall be compensated for the products and services at the rate in effect when this extension clause is invoked by the CITY.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this CONTRACT.

ARTICLE 3

COMPENSATION

- 3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the RFP, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this CONTRACT, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this CONTRACT. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.
- 3.2 If the RFP provides that the CONTRACTOR shall make payment to the CITY, such payment shall be made in conformance with the requirements set forth within the RFP.
- 3.3 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

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

- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this CONTRACT except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this CONTRACT.
- 4.4 In the event this CONTRACT is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the CONTRACT through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this CONTRACT for convenience.
- 4.5 In the event this CONTRACT is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.
- 4.6 Should at any time during the term of this CONTRACT, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this CONTRACT, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
- 4.6.1 In the event the CONTRACT is terminated, the City may assign the CONTRACT to another CONTRACTOR, or seek a new CONTRACTOR, until the CONTRACT is re-let, or until the end of the CONTRACT term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

- 5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this CONTRACT, the solicitation for or purchase of goods or services relating to this CONTRACT, or in subcontracting work in the performance of this CONTRACT. CONTRACTOR shall include the foregoing or similar language in its CONTRACTS with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this CONTRACT, which may result in the termination of this CONTRACT or such other remedy as CITY deems appropriate.
- 5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this CONTRACT. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

INSURANCE

CONTRACTOR shall provide to the CITY evidence of insurability meeting the insurance requirements stated herein. CONTRACTOR shall not commence the work or otherwise perform the work as required by the resulting CONTRACT until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the CITY. CONTRACTOR shall assume full responsibility and expense to obtain all

necessary insurance.

1. General

- a. CONTRACTOR shall furnish to the Purchasing and CONTRACT Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein upon execution of this CONTRACT. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the CONTRACT (Solicitation Title and Number), and state that such insurance is as required by this CONTRACT. CONTRACTOR's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the CONTRACT.
- b. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. CONTRACTOR shall be responsible to pay all deductible amounts, if any. CONTRACTOR shall specifically protect City and the Deerfield Beach City Commission by naming City and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.
- c. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- d. City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this CONTRACT, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor names City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

2. Coverages

CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this CONTRACT the following insurance as indicated with exes:

- ☒ **Commercial Liability** - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent CONTRACTORS products and/or completed operations for CONTRACTS, broad form contractual coverage applicable to this specific CONTRACT including any hold harmless and/or indemnification CONTRACT, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis. The City shall be included as an additional insured on the commercial liability policy.
- ☒ **Professional Liability (Errors & Omissions) Insurance** - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$5,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. CONTRACTOR shall notify the CITY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. CONTRACTOR acknowledges that the CITY is relying

on the competence of the CONTRACTOR to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to CONTRACTOR's negligent errors and omissions, CONTRACTOR shall promptly rectify them at no cost to CITY and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

- ☒ **Business Automobile Liability** - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).
- ☒ **Workers Compensation Insurance** - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the 'Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.
- ☒ **Cyber Liability Insurance** – Cyber Liability Coverage shall be provided with minimum limits of One Million Dollars (\$5,000,000.00) per occurrence. Cyber liability policies protect businesses against lawsuits filed by customers and other parties that result from security or privacy breaches. Some cover claims alleging libel or slander, invasion of privacy, or infringement of copyright and other intellectual property rights. Note that virtually all cyber liability policies apply on a claims-made basis.

ARTICLE 7

MISCELLANEOUS

7.1 INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the CONTRACTOR, CONTRACTOR's subcontractor(s), or anyone directly or indirectly employed or hired by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving CONTRACTOR of any obligation hereunder. CONTRACTOR agrees this indemnity obligation shall survive the completion or termination of the Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

7.2 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this CONTRACT are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this CONTRACT, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the CONTRACT Administrator within seven (7) days of termination of this CONTRACT by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

7.3 AUDIT RIGHT; RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to the Services. CONTRACTOR 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 Services. All books, records, and accounts of CONTRACTOR 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, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this CONTRACT for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this CONTRACT. 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.

7.4 PUBLIC RECORDS

If the Florida Public Records Act is applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR upon termination of the CONTRACT and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- e. If CONTRACTOR does not comply with this section, the City shall enforce the CONTRACT provisions in accordance with the CONTRACT and may unilaterally cancel this CONTRACT in

accordance with state law.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors
CONTRACTOR shall, by written CONTRACT, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

7.5 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the CONTRACTOR or disputes between City staff and the CONTRACTOR are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

7.6 THIRD PARTY BENEFICIARIES
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this CONTRACT. Therefore, the parties agree that there are no third party beneficiaries to this CONTRACT and that no third party shall be entitled to assert a right or claim against either of them based upon this CONTRACT.

7.7 NOTICES
Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

David Santucci, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

7.8 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this CONTRACT and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this CONTRACT shall not be deemed a waiver of such provision or modification of this CONTRACT. A waiver of any breach of a provision of this CONTRACT shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this CONTRACT.

7.9 SEVERANCE

In the event a portion of this CONTRACT is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this CONTRACT. An election to terminate this CONTRACT based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.10 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this CONTRACT and acknowledge that the preparation of this CONTRACT has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this CONTRACT shall be interpreted as to its fair meaning and not strictly for or against any party.

7.11 WAIVER OF JURY TRIAL

By entering into this CONTRACT, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this CONTRACT.

7.12 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this CONTRACT and executed by the CITY's Signator and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

7.13 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, CONTRACTS, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, CONTRACT, or understanding concerning the subject matter of this CONTRACT that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or CONTRACT, whether oral or written.

7.14 REPRESENTATION OF AUTHORITY

Each individual executing this CONTRACT on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this CONTRACT, duly authorized by all necessary and appropriate action to execute this CONTRACT on behalf of such party and does so with full legal authority.

7.15 MULTIPLE ORIGINALS

Multiple copies of this CONTRACT may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

7.16 VERIFICATION OF EMPLOYMENT ELIGIBILITY

CONTRACTOR acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a. all persons employed by CONTRACTOR to perform employment duties within Florida during the term of the CONTRACT, and;
- b. all persons (including subcontractors) assigned by CONTRACTOR to perform work pursuant to the CONTRACT.

The CONTRACTOR acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the CONTRACT is a condition of the CONTRACT. CONTRACTOR shall annually certify compliance with this requirement in writing to the CITY'S CONTRACT Administrator assigned to the CONTRACT.

7.17 SCRUTINIZED COMPANIES.

- a. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR or its subcontractors are found to have submitted a false certification; or if CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

By: _____
DAVID SANTUCCI, CITY MANAGER

Date: _____

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

ANTHONY C. SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

(Secretary)

(Corporate Seal)

(Name of Corporation)

By _____
(Signature)

(Type Name/Title Signed Above)

____ day of _____, 20____.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By _____

(Signature)

(Type Name Signed Above)

____ day of _____, 20____.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-435

Agenda Date: 6/16/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and recommendation of the Evaluation Committee to qualify and allow the top four ranked firms responsive to Request for Qualifications #2018-19/06 for design build services, Kaufman Lynn Construction, Inc., Di Pompeo Construction Corporation, Gulf Building, Inc. and MBR Construction, Inc., to participate in the Request for Proposals Phase of the Design Build Contractor Selection Process for the Johnny L. Tigner Community Center Reconstruction Project; approving payments to the firms that submit the required design submittals during the RFP Phase of the selection process but are not awarded a contract; and providing for an effective date. (*Funds from Account #358-8000-572-61 - Bond Construction Accounts Series 2018*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$75,000

Account Name: Bond Construction Accounts Series 2018

Account Number: 358-8000-572-61

Background/History

The City is seeking qualified design-build firms to provide services for the renovation of the Johnny L. Tigner Community Center. This project consists of demolition of the existing one-story Tigner Center to accommodate a new two-story building totaling 14,000 sf. The goal is to locate the new community center in the same vicinity of the demolished building, adjacent to the Gymnasium, and incorporate a canopy structure between the two buildings. Additional improvements will consist of improvements to sidewalk, a new drop-off and loading zone, parking lot and access drive improvements.

The Purchasing and Contract Administration Division issued a Request for Qualifications (RFQ) for Design-Build Services for the Johnny L. Tigner Community Center.

The RFQ was advertised in the legal notices section of the Sun-Sentinel on December 10, 2019. The notice was also sent to 207 prospective Offeror's via the e-Procurement Marketplace. Forty-five (45) vendors viewed the documents of the RFQ. Two (2) addenda were issued to make additions/changes to the scope of work and answer Offeror questions to the proposal documents.

On March 13, 2020, at 1:00 p.m., the due date and time, the Purchasing and Contract Administration Division closed and unsealed six (6) proposals received. The proposals were reviewed by the Purchasing and Contract Administration Division to ensure the proposals met the RFQ requirements. Subsequently, each member of the evaluation committee appointed by the City Manager received their evaluation packages that consisted of evaluation committee policies and procedures, original RFQ, addenda, submittals, and the evaluation sheets. Each evaluation committee member independently reviewed and scored the submittals in accordance with the weighted criteria stated in the RFQ. The public evaluation meeting was held on Tuesday, May 26, 2020, at 11:00 a.m. via Zoom due to the COVID-19 Pandemic.

Current Activity

Following the ranking, the evaluation committee concluded and was unanimous in their decision to make a recommendation to the City Commission to approve the ranking and allow the top four (4) Proposers to submit proposals for the Step 2 – RFP Process of the project.

A twenty-five thousand-dollar (\$25,000) design stipend will be paid to the firms short-listed under Step 1 - RFQ that complete and submit the required design submittal for the Tigner Project as part of Step 2, but are not awarded the design-build contract for the Tigner Project.

Recommendation

It is recommended the City Commission approve the Evaluation Committee's ranking of proposals pursuant to Request for Qualifications #20-06-IG for Design-Build Services for the Johnny L. Tigner Community Center.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND RECOMMENDATION OF THE EVALUATION COMMITTEE TO QUALIFY AND ALLOW THE TOP FOUR RANKED FIRMS RESPONSIVE TO REQUEST FOR QUALIFICATIONS #2018-19/06 FOR DESIGN BUILD SERVICES, KAUFMAN LYNN CONSTRUCTION, INC., DI POMPEO CONSTRUCTION CORPORATION, GULF BUILDING, INC. AND MBR CONSTRUCTION, INC., TO PARTICIPATE IN THE REQUEST FOR PROPOSALS PHASE OF THE DESIGN BUILD CONTRACTOR SELECTION PROCESS FOR THE JOHNNY L. TIGNER COMMUNITY CENTER RECONSTRUCTION PROJECT; APPROVING PAYMENTS TO THE FIRMS THAT SUBMIT THE REQUIRED DESIGN SUBMITTALS DURING THE RFP PHASE OF THE SELECTION PROCESS BUT ARE NOT AWARDED A CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission approved Capital Improvement Revenue Bonds, Series 2018, (the “Bonds”) which Bonds provide for the construction of certain capital projects including reconstruction of the Tigner Center; and

WHEREAS, for the Johnny L. Tigner Community Center reconstruction (the “Project”), the City is utilizing the design-build construction delivery method that provides the City with a single point of contact with one contractor ultimately responsible for the design, engineering and construction phases of a project, whereby the selected design-build firm will establish, subject to competitive negotiations with the City, a guaranteed maximum price and guaranteed completion date subject to competitive negotiations with the City; and

WHEREAS, the procurement of design-build services is governed by Section 287.055, Fla. Stat. (known as the Consultant’s Competitive Negotiation Act or “CCNA”), and City of Deerfield Beach Code of Ordinances Section 38-144; and

WHEREAS, for the design-build delivery method, Section 287.055(9), Fla. Stat. and the City Code, require the preparation of a design-criteria package prepared and sealed by a design criteria professional employed by or retained by the City, and such design criteria package is then utilized in the scope of work set forth in the solicitation documents for the procurement of the design-build contractor; and

WHEREAS, the CCNA and City Code Section 38-144 require the City to retain a licensed design professional to serve as the City’s representative throughout the Project (collectively, the design criteria package preparation and service as the City’s Project representative are the “Design Criteria Services”); and

WHEREAS, pursuant to RFQ #2016-17/51 and Section 287.055, Fla. Stat., the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering consulting services on an as needed basis, including a continuing contract with Bermello Ajamil & Partners, Inc. (“BAP”), dated January 26, 2018; and

WHEREAS, City staff reviewed the qualifications of the City’s pool of continuing contractors and conducted discussions with at least three firms regarding the Project, and after considering their qualifications and the discussions, determined that BAP was the most highly qualified to perform the required Design Criteria Services for the Project; and

WHEREAS, on May 15, 2018, the City Commission approved a work authorization with BAP for the Design Criteria Services for the Project, and authorized BAP to prepare a design-criteria package for the Project to be utilized in the scope of work set forth in the solicitation documents for the procurement of the design-build contractor (the “Design Criteria Package”) ; and

WHEREAS, the City recently issued Request for Qualifications #20-06-IG for Design Build Services for the Johnny L. Tigner Community Center (the “RFQ”), utilizing the Design Criteria Package prepared by BAP; and

WHEREAS, the RFQ was advertised in the legal notices section of the Sun-Sentinel on December 10, 2019 and the notice was also sent to 207 prospective Offerors via the e-Procurement Marketplace, and 45 vendors viewed the RFQ documents; and

WHEREAS, the City received six responses by the RFQ submission deadline of March 13, 2020, at 1:00 p.m.; and

WHEREAS, the responses were reviewed by the Purchasing and Contract Administration Division to ensure compliance with the RFQ requirements and evaluated and ranked by an Evaluation Committee consisting of: the City’s Environmental Services Assistant Director, the Parks & Recreation Director, and the Capital Projects Engineer; and

WHEREAS, based on the criteria set forth in the RFQ documents, the evaluation committee ranked the six firms responsive to the RFQ, with the top four ranked firms in the following order: Kaufman Lynn Construction, Inc. (“Kaufman Lynn”), Di Pompeo Construction Corporation (“Di Pompeo”), Gulf Building, Inc. (“Gulf”) and MBR Construction, Inc. (“MBR”), and unanimously agreed to recommend that the top four firms be qualified and permitted to move on and participate in stage two of the selection process (the “Ranking and Recommendation”); and

WHEREAS, City staff recommends approving the Ranking and Recommendation, thereby allowing the top four ranked firms, Kaufman Lynn, Di Pompeo, Gulf, and MBR, to participate and submit proposals during the Request for Proposals stage of the design-build contractor selection process, and payment of \$25,000 to each of such Firms that submit the required design submittal for the RFP phase of the contractor selection process but are not awarded the design-build contract.

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 Ranking and Recommendation, and allowing the top four ranked firms responsive to the RFQ, Kaufman Lynn, Di Pompeo, Gulf and MBR, (the “Short-Listed Firms”) to be qualified and permitted to submit proposals during the Request for Proposals phase of the contractor selection process for Design Build Services for the Tigner Center Project.

Section 3. The City Commission approves payment of \$25,000 to each of the Short-Listed Firms that complete and submit the required design submittal for the RFP phase of the contractor selection process but are not awarded the design-build contract for the Tigner Center Project.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Memorandum

TO: Tom Good, Assistant City Manager

THRU: Priscilla Cygielnik, Environmental Services Assistant Director of Engineering and Operations.

FROM: Ivelsa Guzman, Purchasing Manager

DATE: May 26, 2020

RE: RFQ #20-06-IG, Design-Build Services for the Johnny L. Tigner Community Center

The Purchasing and Contract Administration Division issued a Request for Qualifications (RFQ) for Design-Build Services for the Johnny L. Tigner Community Center. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The RFQ was advertised in the legal notices section of the Sun-Sentinel on December 10, 2019. The notice was also sent to Two Hundred and Seven (207) prospective Offeror's via the e-Procurement Marketplace.
- Forty-five (45) vendors viewed the documents of the RFQ.
- Two (2) addenda were issued to make additions/changes to the scope of work and answer Offeror questions to the proposal documents.
- On March 13, 2020, at 1:00 p.m., the due date and time, the Purchasing and Contract Administration Division closed and unsealed Six (6) proposals received. The proposals were reviewed by the Purchasing and Contract Administration Division to ensure the proposals met the RFQ requirements.
- Subsequently, each member of the evaluation committee appointed by the City Commission received their evaluation packages that consisted of evaluation committee policies and procedures, original RFQ, addenda, submittals, and the evaluation sheets.
- Each evaluation committee member independently reviewed and scored the submittals in accordance with the weighted criteria stated in the RFQ prior to the first public evaluation meeting held on Tuesday, May 26, 2020, at 11:00 a.m. via Zoom due to the COVID19 Pandemic. The Evaluation Committee consisted of: Priscilla Cygielnik, Environmental Services Assistant Director; Preston Pooser, Parks & Recreation Director; and Steven Zielnicki, Capital Projects Engineer.
- The proposals were evaluated based on the following weighted criteria:

Criteria	Weight
Design-Build firm's background, qualifications, credentials and in-house expertise or long-term relation with proposed partners, factoring in the proposed project team's current workload.	3
Design-Build experience of the Design-Build Team and resumes of team's personnel, including assigned project managers' experience in planning, designing and constructing major governmental or private sector projects of the same size, complexity, and budget as the proposed Design-Build Services for the Johnny L. Tigner Community Center Renovations, including proposed subconsultants and subcontractors.	3
Previous experience working with permitting agencies in South Florida under the Florida Building Code.	2
Project control experience, including schedule, quality and cost control activities.	2
Previous construction experience in dense urban Environments.	1
Previous experience in the design and construction with emphasis on Green Building practices such as LEED and other nationally recognized sustainable design standards.	3
Previous experience working with the same Design-Build Team members proposed for this project, including proposed subconsultants and subcontractors.	2
Financial and bonding capacity for projects in excess of \$15,000,000.	2

- The proposals were ranked as follows:

Ranking	Priscilla Cygielnik	Preston Pooser	Steve Zielnicki	Total	Ranking
Kaufman Lynn Construction	168 / ¹	173 / ²	169 / ¹	4	1
Di Pompeo Construction	148.05 / ⁴	183.75 / ¹	137.55 / ³	8	2
Gulf Building Inc	154 / ³	165 / ³	143 / ²	8	3
MBR Construction Inc	164 / ²	159 / ⁴	117 / ⁴	10	4
West Construction	137 / ⁵	150 / ⁵	111 / ⁵	15	5
Hernandez Consulting & Construction	96 / ⁶	139 / ⁶	106 / ⁶	18	6

- Di Pompeo Construction provided evidence for the Disadvantage Business Enterprise Program stated in the RFQ documents.
- As required per City Ordinance Section 38-142, the Evaluation Scores for that Offeror were adjusted upward by five percent (5%). The adjusted Evaluation Scores are reflected in the ranking chart.
- After Committee Members Discussion of the Proposals, their independent review scores were not changed.
- There were two (2) proposers ranked at number 2 (two) position with a total score of (8): Di Pompeo Construction and Gulf Building Inc. The tie-breaker was in favor of the proposers who met the City's Disadvantage Business Enterprise Program.
- Following the ranking, the evaluation committee concluded and was unanimous in their decision to make a recommendation to the City Commission to approve the ranking and allow the top four (4) Proposers to submit proposals for the Step 2 – RFP Process of the project.
- A motion was made by Priscilla Cygielnik and seconded by Preston Pooser to recommend to the Commission the approval of the rankings. All the Evaluation Committee Members were in favor of the recommendation.
- A twenty-five thousand-dollar (\$25,000) design stipend will be paid to the firms short-listed under Step 1 - RFQ that complete and submit the required design submittal for the Tigner Project as part of Step 2, but are not awarded the design-build contract for the Tigner Project.
- Reference checks were conducted on all four (4) Proposers revealed positive ratings.

Please use this memorandum and all attachments as your backup to the City Manager for the June 16, 2020, Commission Meeting.

Att: Bid Summary, Recommended Offeror's Submittals, Vendor References – Check List, Scope of Scope

c: Steven Zielnicki, Capital Projects Engineer



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-437

Agenda Date: 6/16/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Voluntary Pre-Kindergarten ("VPK") Provider Contract for School Year 2020-2021 between the Early Learning Coalition of Broward County and the City of Deerfield Beach for the provision of a VPK Program at the Northeast Focal Point Preschool; authorizing execution of the VPK Provider Contract; 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

Fical Impact

Costs:

Account Name: Child Care Fees

Account Number: 101-1225-366-36-02

Background/History

The Early Learning Coalition will provide tuition reimbursement of \$69.00 per week for 3 hours per day for a total of 15 hours of education for each eligible child participating in the Voluntary Pre-Kindergarten ("VPK") Program. These program funds are only paid when the service is provided.

If a family is interested in "wrap around"/full day program for their VPK child (before and after care), then the additional weekly tuition rate is \$100.00 for Deerfield Beach residents and \$110.00 for non-Deerfield Beach residents.

The current tuition rates for a full day program for non-VPK children are \$140.00 per week for Deerfield Beach residents and \$150.00 for non-Deerfield Beach residents.

Current Activity

Preschool VPK educational services are for eligible 4 and 5 year old children.

Recommendation

Staff recommends approval of this item and authorization allowing Jayne Hafer, Preschool Manager, to complete and sign certification documents for Early Learning Coalition of Broward County School Voluntary Pre-Kindergarten Program.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE VOLUNTARY PRE KINDERGARTEN (“VPK”) PROVIDER CONTRACT FOR SCHOOL YEAR 2020-2021 BETWEEN THE EARLY LEARNING COALITION OF BROWARD COUNTY AND THE CITY OF DEERFIELD BEACH FOR THE PROVISION OF A VPK PROGRAM AT THE NORTHEAST FOCAL POINT PRESCHOOL; AUTHORIZING EXECUTION OF THE VPK PROVIDER CONTRACT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) owns and operates the Northeast Focal Point Preschool; and

WHEREAS, the Northeast Focal Point Preschool provides preschool educational services for eligible four and five year old children; and

WHEREAS, the Early Learning Coalition of Broward County, Inc. (the “Coalition”) provides tuition reimbursement of \$69.00 per week for 15 hours of education a week for each eligible child participating in the VPK Program; and

WHEREAS, the City Commission believes that it is in the best interest of the City to approve and authorize execution of the Voluntary Prekindergarten Provider Contract with Coalition, attached as Exhibit “A”, (the “VPK Provider Contract”) for the 2020-2021 school year.

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 VPK Provider Contract with the Coalition.

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

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution, including execution of any certification documents required for the Coalition’s VPK Program.

Section 5. 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



STATE OF FLORIDA
STATEWIDE VOLUNTARY PREKINDERGARTEN PROVIDER
CONTRACT
FORM OEL-VPK 20

I. PARTIES AND TERMS OF CONTRACT

1. **Parties.** This Contract is made and entered into this 19th day of August 2020 by and between the Early Learning Coalition of Broward (herein referred to as "COALITION"), and THE CITY OF DEERFIELD BEACH (doing business as, if applicable) City of Deerfield Beach NE Focal Point Preschool (herein referred to as "PROVIDER"), with its principal office located at 227 NW 2ND ST DEERFIELD BCH, FL 33441-1923 and its provider physical site address (if the single site provider physical site address is different from principal office address) located at 227 NW 2ND ST DEERFIELD BCH, FL 33441.

- a. **Multiple Public School Locations.** If PROVIDER is a school district executing a single Contract on behalf of multiple public school Voluntary Prekindergarten (VPK) Education Program providers, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter PROVIDER shall include each entity listed in Exhibit 1.
- b. **Multiple Private Provider Locations.** If PROVIDER is executing a single Contract on behalf of multiple private VPK provider sites within COALITION's service area, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter PROVIDER shall include each entity listed in Exhibit 1.
- c. **Identification Number.** Insert PROVIDER'S ☒ EIN ☐ SSN
here: 596000305

PROVIDER's EIN (Employer Identification Number) or SSN (Social Security Number) is requested in accordance with ss.119.071(5)(a)2. and 119.092, F.S., for use in the records and data systems of the Office of Early Learning and COALITION. Submission of PROVIDER's EIN or SSN is mandatory. PROVIDER's EIN or SSN will be used for processing payments to PROVIDER as a VPK provider, for reporting those payments for federal tax purposes, and for routine identification.

2. **Purpose.** This Contract is designed to inform PROVIDER of the requirements of participation in the VPK Program. Payment is not conveyed to PROVIDER through this Contract. Instead, PROVIDER must agree to comply with the terms and conditions of this Contract in order to be eligible to participate in the VPK Program. This Contract is to engage an eligible provider to provide VPK services to eligible VPK children. PROVIDER will receive payment based on Legislative appropriations, the Office's Uniform Attendance Policy for Payment (Rule 6M-8.204, Florida Administrative Code (F.A.C.), and a child's attendance certified by the parent and provider (Rule 6M- 8.305, F.A.C.).
3. **Term.** This Contract applies to the 2020 - 2021 VPK program year. PROVIDER shall offer a school-year program and/or a summer program. This Contract begins on 8/19/2020, or on the date on which the Contract is signed and dated by the last party required to sign the

Contract, whichever occurs last, and expires upon completion of the VPK instructional hours and completion of the requirements outlined in this Contract or termination of this Contract under Section XI.

A school-year VPK program shall be 540 instructional hours and a summer VPK program shall be 300 instructional hours. In the event there is a transfer of ownership before all instructional hours are completed, PROVIDER may schedule only the remaining instructional hours of the program for the VPK class(es) previously enrolled under the prior ownership.

4. **Payment Limitations.** PROVIDER will not receive nor be entitled to payment for VPK program services before this Contract is fully executed by both parties or after expiration of the Contract.
5. **Applicable Law.** PROVIDER and COALITION agree that the following, including any revision made after the execution of this Contract, are the provisions governing the VPK program and that PROVIDER and COALITION will be bound by the same:
 - Chapter 1002, Florida Statutes (F.S.);
 - Chapter 6M-8, Florida Administrative Code (F.A.C.); and
 - Rules 6A-1.09433 & 6A-6.03033, F.A.C.
6. **Not Transferrable.** This Contract is not transferrable or assignable to another entity. A change in ownership requires execution of a new contract. In the event of a change of ownership, sale, sale of assets, conveyance of ownership or other transfer of ownership interest, the provider shall notify the coalition no later than 30 calendar days prior to the transfer of ownership.

II. PROVIDER ELIGIBILITY

7. General Eligibility.

a. Provider Type. To be eligible to deliver the VPK Program, PROVIDER must be either a public school or a private provider (a licensed child care facility, a licensed family day care home, a licensed large family child care, a non-public school exempt from licensure, or a faith-based child care provider exempt from licensure).

A charter school that includes VPK in its charter is a public school and shall only execute this Contract with the approval and oversight of the school district. A charter school that does not include VPK in its charter must meet the requirements to be a private provider to be eligible to deliver the VPK Program.

Check the box to indicate PROVIDER's type:

- ☐ A public school (Form OEL-VPK 20PS must be completed as an authorized attachment to this Contract.)
- ☒ A private provider (Form OEL-VPK 20PP must be completed as an authorized attachment to this Contract.)

b. Eligibility pursuant to s. 1002.91(5), F.S. PROVIDER represents that PROVIDER, or an owner, officer, or board director thereof, has not been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s.

414.39, F.S., within the last five (5) years and is not acting as the beneficial owner for someone who has been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years.

c. Eligibility pursuant to s. 1002.91(7), F.S. PROVIDER represents that PROVIDER is not on the United States Department of Agriculture National Disqualified List nor does PROVIDER share an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.

d. Eligibility pursuant to the successful completion of terms of prior contract. PROVIDER agrees to successfully complete corrective action due to noncompliance determinations from a prior Contract, as applicable, for the duration of this Contract.

- 8. Required Forms.** PROVIDER certifies that it has registered with COALITION on forms prescribed by the Office of Early Learning, that any information supplied by PROVIDER is accurate and complete, and that it will notify COALITION in accordance with the notification requirements in Paragraph 63 of any change in the information submitted on those forms. Changes implemented by PROVIDER prior to notification to COALITION that fail to comply with all VPK qualifications and requirements shall result in financial consequences referenced in Paragraph 50 and corrective action referenced in Paragraph 53.

III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK

- 9. Child Enrollment.** PROVIDER agrees to enroll eligible children for the VPK Program only with authorization from COALITION. PROVIDER agrees to obtain and complete, with parent, an eligibility certificate form (Form OEL-VPK 02 or Form OEL-VPK 04). In the event that PROVIDER has multiple locations, PROVIDER may only change the location where the child is served in accordance with the reenrollment requirements established in Rule 6M-8.210, F.A.C.
- 10. Adherence to Requirements.**
- a. Provider agrees to deliver the VPK Program in accordance with all of the requirements which are set forth in applicable statutes, rules, and this Contract.
 - b. Provider agrees to participate in a VPK orientation prior to the execution of the VPK contract if offered by the coalition.
- 11. Assessment.** PROVIDER agrees to implement the Voluntary Prekindergarten pre- and post-assessment in accordance with s. 1002.67(3), F.S., and rules 6A-1.09433 and 6M-8.620, F.A.C. Individuals administering the pre- and post-assessment shall meet the qualifications established in rule. PROVIDER must register each year to access the Bright Beginnings website at <https://brightbeginningsfl.org/Register.aspx>. The PROVIDER shall order pre- and post-assessment materials as needed and submit assessment scores by logging into the Bright Beginnings website by the deadlines established in rule which are based on the PROVIDER's VPK class schedule approved by the COALITION. VPK child assessment records shall be maintained in accordance with Paragraph 33 of this Contract. For providers not previously issued a provider ID, the early learning coalition will request the provider ID on behalf of the provider.
- 12. Curricula.** PROVIDER agrees that it will implement curricula to deliver VPK Program instruction which:

- a. Are developmentally appropriate;
 - b. Are designed to prepare children for early literacy;
 - c. Enhance the age-appropriate progress of children in attaining each of the performance standards approved for use in VPK; and
 - d. Prepare children to be ready for kindergarten.
13. **Required Parent Information.** PROVIDER agrees that PROVIDER will provide a copy of its attendance policy to the COALITION before contract execution and to the parent of each child at the time the child is admitted into PROVIDER's VPK Program. The PROVIDER shall adopt its own, but in accordance with s. 1002.71, F.S., the attendance policy must require parents to verify each month, the child's attendance on forms prescribed by the Office of Early Learning in Rule 6M-8.305, F.A.C. PROVIDER agrees to not amend its VPK program attendance policy for the duration of this Contract. The providers attendance policy should address school year and summer programs separately if applicable.
14. **Fees Prohibited.** PROVIDER agrees that, in accordance with s. 1002.71(8)(a), F.S., PROVIDER shall not require payment of a fee or charge for services provided for a child in the VPK Program during instructional hours reported for funding. PROVIDER shall not require a fee or payment as a condition of enrollment or participation in the VPK Program. A provider found to have required such fees is subject to termination for cause of this Contract as described in paragraph 54.
15. **Supplemental Services.** PROVIDER agrees that, in accordance with section 1002.71(8)(b), F.S., PROVIDER shall not require a child to enroll for, or require the payment of any fee or charge for, supplemental services (e.g., "extended-day," "extended-year," "wrap-around," or "full-day" services) as a condition of admitting the child in the VPK Program. PROVIDER agrees to schedule all VPK hours offered for any VPK class so that parents are not constructively required to enroll child in supplemental services or pay any fee or charge (e.g., scheduling instructional hours in a day with a break in instructional time, for which parents would be required to pay for supplemental services for care). A provider found to have required such fees is subject to termination for cause of this Contract as described in paragraph 54.
16. **Parent Not Responsible for Financial Consequences.** PROVIDER agrees that, if PROVIDER does not receive payment from COALITION for offering VPK Program instruction to a child, PROVIDER shall not require the child's parent to pay for the services.
17. **Instructor Requirements.** PROVIDER agrees that at all times each of its VPK instructor(s) and substitute instructor(s):
- a. Has provided documentation to be maintained in the files of PROVIDER and COALITION documenting that the individual has undergone a Level 2 background screening within the previous five (5) years in accordance with section 435.04, F.S., including a federal (Federal Bureau of Investigation) and state (Florida Department of Law Enforcement) screening which demonstrates that the individual is not ineligible to act as a VPK instructor;
 - b. Is eligible to be employed as a VPK instructor in accordance with section 435.06, F.S.;
 - c. Is not ineligible to teach in a public school because his or her educator certificate is suspended or revoked;
 - d. Is qualified to act as a VPK instructor or substitute in accordance with sections 1002.55, 1002.61 and 1002.63, F.S.
18. **VPK Class Staffing.** PROVIDER agrees to maintain proper staffing as required by VPK statutes. A properly credentialed instructor must be present for all VPK classes. For school-year

classes that are composed of 12-20 children, an additional adult instructor must be present who is eligible to work in the VPK provider's setting. The VPK class size shall not exceed the approved capacity of the physical space where instruction is provided.

19. **Substitute Instructors.** PROVIDER agrees that substitute instructors who meet the requirements of Rule 6M-8.410, F.A.C. may replace a lead VPK instructor, when the VPK lead instructor is not present at the facility. The time that any substitute instructors that do not meet the credentials of a lead instructor may replace a lead instructor is limited to 30 percent of the VPK Program's total instructional hours in a VPK class.
20. **Prohibited Forms of Discipline.** In accordance with s. 1002.55(5), F.S., PROVIDER agrees to implement minimum standards for child discipline practices that are age-appropriate and consistent with the requirements in s. 402.305(12), F.S. Such standards must provide that children not be subjected to discipline that is severe, humiliating or frightening. The discipline must not be associated with food, rest or toileting. Spanking or any other form of physical punishment is prohibited. Children may not be denied active play as a consequence of misbehavior.
21. **Statewide Information System.** PROVIDER agrees to utilize the statewide information system as referenced in s. 1002.82(2)(n), F.S., to submit information and updates regarding the VPK Program. The PROVIDER shall execute this Contract on the Provider Portal found on <https://providerservices.floridaeearlylearning.com>.
22. **Rilya Wilson Act and At-Risk Children.** PROVIDER agrees to abide by the provisions of the "Rilya Wilson Act" (s.39.604,F.S.) for each at-risk child under the age of school entry who is enrolled in the Voluntary Prekindergarten Education Program.
23. **VPK Logo.** PROVIDER may use the registered VPK logo in conjunction with the operation of the VPK program in advertisements, letterhead, educational and promotional materials. PROVIDER agrees to comply with the VPK Logotype Usage and Brand Guidelines (Form OEL-VPK 20B) and must cease use of the VPK logo once services under this contract are suspended or terminated. Form OEL-VPK 20B can be found at the following web address: [http://www.floridaeearlylearning.com/Content/Uploads/floridaeearlylearning.com/files/VPK/Form_OELVPK%2020B_Final_ADA%20\(1\)_2.pdf](http://www.floridaeearlylearning.com/Content/Uploads/floridaeearlylearning.com/files/VPK/Form_OELVPK%2020B_Final_ADA%20(1)_2.pdf)

24. Provider Deliverables

Deliverable	Provider Type	Task and Activities	Due Date
VPK instructional hours; 540 for school year programs and/or 300 for summer programs	Private and Public	Child enrollment activities per paragraph 9	For the term of this Contract
		Implementation of curricula per the requirements in paragraph 12	
		Instructor Requirements per paragraphs 17-19	

VPK Child Attendance	Private and Public	Completion of Child Attendance and Parental Choice Certificate forms (OEL-VPK 03S and OEL-VPK 03L) per paragraph 37	Monthly
		Monthly Certification of Child Attendance by Provider per paragraph 43	
		Certification of annual cumulative child attendance per paragraph 41	
Information change notification	Private and Public	Compliance with notification requirements per paragraph 63	See paragraph 63
Liability insurance notification	Private	Notification of cancellation of changes to general liability coverage	Within 10 calendar days of cancellation or changes to general liability coverage
Implementation of VPK pre- and post-assessment	Private and Public	Administration of Assessment Period One items per paragraph 11	Within the first 30 calendar days of the VPK class schedule
		Submission of Assessment Period One data per paragraph 11	No later than first 45 calendar days of the VPK class schedule
		Administration of Assessment Period Three items per paragraph 11	Within the last 30 calendar days of the VPK class schedule
		Submission of Assessment Period Three data per paragraph 11	No later than 15 calendar days after the last day of the VPK class schedule

IV. COALITION RESPONSIBILITIES

25. **Forms Approved.** COALITION has reviewed the documents submitted by PROVIDER and, based on the information submitted, has determined that PROVIDER has completed the forms, meeting necessary requirements established in ss. 1002.55(3)(h), 1002.61(8), or 1002.63(8), F.S., as applicable.
26. **Technical Assistance.** COALITION will offer technical assistance for providers on probation. The technical assistance will be designed to facilitate the development and implementation of an improvement plan. The technical assistance will be offered in a manner and schedule

prescribed by the coalition or school district.

27. **Child Eligibility.** COALITION has the responsibility for determining the eligibility of children enrolling in the VPK Program. COALITION will issue a *child certificate of eligibility* (Form OEL-VPK 02), as described in Rule 6M-8.201, F.A.C. or a *certificate of eligibility for reenrollment* (Form OEL-VPK 04), as described in Rule 6M-8.210, F.A.C., for each eligible child who's parent applies for the VPK program or a reenrollment through the Family Portal.
28. **Limitations on Authority.** COALITION shall not impose any requirement on PROVIDER that exceeds the authority provided under Chapter 1002, F.S., or rules adopted pursuant to Chapter 1002, F.S.

V. MONITORING, AUDITING, AND ACCESS

29. **Monitoring.** PROVIDER understands that the provisions of this Contract are required to fulfill its obligation to offer the VPK Program, and that COALITION or school district (as applicable) will monitor PROVIDER for compliance with the requirements of offering the VPK Program.
30. **Physical Access.** PROVIDER agrees to allow the Office of Early Learning and COALITION staff or sub-contractors immediate access to the facilities and spaces used to offer the VPK Program during normal business hours.
31. **Records Access.** PROVIDER agrees to allow COALITION staff or sub-contractors and the Office of Early Learning to inspect and copy records pertaining to the VPK Program during normal business hours and upon request by COALITION or the Office of Early Learning.

VI. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

32. **Record Confidentiality.** PROVIDER agrees to protect the confidentiality of child and family records. Information associated with the VPK Program shall only be made available in accordance with the restrictions of s. 1002.72, F.S. For the purposes of records of children enrolled in the VPK Program, this Contract is considered an interagency agreement for the purpose of implementing the VPK Program as described in s. 1002.72 (3)(a), F.S. Accordingly, to the extent that PROVIDER receives VPK records in order to carry out its official functions, PROVIDER must maintain and protect the data as required in s. 1002.72, F.S., and as explained below. Individuals and organizations eligible to receive records include PROVIDER, the parent, COALITION, Office of Early Learning, and other entities identified in s. 1002.72, F.S.
33. **Record Maintenance.** PROVIDER agrees to maintain records, including enrollment and attendance records for children funded by the VPK Program; records of each VPK child, VPK instructor, substitute instructor, or VPK director; and other fiscal records for audit purposes for a period of five (5) years from the date of the last payment for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last. PROVIDER may maintain records in an electronic medium and if the PROVIDER does so, then the PROVIDER shall back up records on a regular basis to safeguard against loss.
34. **Record Transfer on Termination.** In the event that PROVIDER permanently ceases to offer the VPK Program before the conclusion of the retention period for VPK records as described in Paragraph 33, whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the VPK Program or as a result of PROVIDER ceasing to do business, PROVIDER shall transfer all VPK records required to be maintained under Paragraph 33 to COALITION no later than the close of business on the day PROVIDER ceases to offer the

VPK Program. Failure to remit all VPK records required to be maintained will result in COALITION withholding final payment until the requirements of this paragraph are met.

VII. COMPENSATION AND FUNDING

35. **Notification of Enrollment.** PROVIDER agrees that it will not receive payment until the provider has entered the certificate of eligibility number into the Provider Portal and the coalition has in turn approved the enrollment of the child through the provider portal.
36. **Attendance Documentation.** PROVIDER agrees to document the daily attendance, to certify the monthly attendance, and to certify the annual cumulative attendance of each child admitted to PROVIDER's VPK Program class(es) in accordance with rules of the Office of Early Learning. PROVIDER agrees that, after the annual cumulative attendance has been certified, the certified annual cumulative attendance may not be disputed for payment purposes.
37. **Parent Attendance Certification.** PROVIDER agrees to require that the parent of each child in the VPK Program verify, each month, the child's attendance on the prior month's certified child attendance, in accordance with the requirements of s. 1002.71(6)(b)2., F.S. PROVIDER agrees to maintain the Child Attendance and Parental Choice Certificates (Forms OEL-VPK 03L or OEL-VPK 03S) which have been signed each month by a parent for each child admitted into PROVIDER's VPK Program class(es) in accordance with the rules of the Office of Early Learning.
38. **Direct Deposit.** PROVIDER agrees to provide information necessary to facilitate direct deposit in order to receive VPK reimbursement for services rendered. PROVIDER agrees to provide alternative reimbursement arrangements if PROVIDER chooses to opt out of Direct Deposit, however the reimbursement may be delayed up to 21 calendar days should the PROVIDER choose to opt out.
39. **Payment Rate.** PROVIDER understands that payments for each child may not exceed the amount of funding for one full-time equivalent (FTE) student, as established by the Florida Legislature, except for extreme hardship reenrollment circumstances described in Rule 6M-8.210, F.A.C. The amount of funding for one FTE student is calculated by multiplying the base student allocation provided in the General Appropriations Act by the county's district cost differential. The formula for FTE calculation is subject to revision by the Legislature during the course of the program year. In the event that a change of ownership or transfer of a VPK program has occurred and payment, including advance payment, has been made, the succeeding VPK provider shall not receive funding, that combined with the funds already dispersed to the preceding VPK provider(s), would exceed the funding for one full-time (FTE) for each child enrolled.
40. **Advance Payment Option.** PROVIDER understands that PROVIDER will receive monthly payments in accordance with the rules of the Office of Early Learning. PROVIDER further understands that PROVIDER may elect to receive monthly advance payments based on the number of children enrolled in the PROVIDER's VPK Program class(es) by checking the appropriate box for each program:

School Year Program

☐ PROVIDER elects to receive monthly advance payments for the school year program and understands that advance payments will be reconciled and adjusted in accordance with the rules of the Office of Early Learning.

☒ PROVIDER elects **not** to receive monthly advance payments for the school year program.

or

☐ PROVIDER does not intend to offer the school year program.

Summer Program

☐ PROVIDER elects to receive monthly advance payments for the summer program and understands that advance payments will be reconciled and adjusted in accordance with the rules of the Office of Early Learning.

☒ PROVIDER elects **not** to receive monthly advance payments for the summer program.

or

☐ PROVIDER does **not** intend to offer the summer program.

41. Final Payment. PROVIDER understands that COALITION will not issue a final payment to PROVIDER for the VPK program year until PROVIDER certifies the annual cumulative attendance of each child enrolled in PROVIDER's VPK Program in accordance with the rules of the Office of Early Learning.

42. Overpayment. PROVIDER agrees that, if the end-of-year reconciliation of payments reveals that PROVIDER received payments in excess of the amount owed to PROVIDER, COALITION will offset the overpayment against the final payment owed to PROVIDER for the program year and any future payments issued to PROVIDER for early learning programs. If PROVIDER ceases to offer early learning programs before the overpayment is fully offset, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts. The PROVIDER understands that in the event where the EIN has changed or a change of ownership has occurred and the previous owner has not completed repayment, the PROVIDER accepts financial responsibility for any outstanding balance as a result of the cumulative attendance recorded for each child enrolled in the VPK program.

43. Attendance Documentation Submission. PROVIDER agrees to submit monthly attendance certification in accordance with Rule 6M-8.305, F.A.C., for payment. PROVIDER agrees to

submit all required attendance records to COALITION on or before the 3rd business day of each month. If the due date falls on a holiday, PROVIDER agrees to submit all required attendance records to COALITION on the preceding business day. Records submitted late will be processed and paid in the next payment cycle.

44. **Reimbursement Summary Review.** PROVIDER agrees to review the reimbursement summary provided with the monthly reimbursement statement. PROVIDER agrees to report to COALITION any discrepancy, overpayment, or underpayment within sixty (60) calendar days of transmission of the reimbursement summary.
45. **Closures.** PROVIDER agrees compensation for temporary closures will be handled in accordance with Office of Early Learning Rule 6M-8.204(5), F.A.C.
46. **Disallowed Costs.** PROVIDER understands expenditures submitted for reimbursement shall be disallowed if PROVIDER does not adhere to the provisions governing the VPK Program as described in paragraph 5. Any disallowed expenditure may be deducted from any future reimbursement. PROVIDER agrees to return to COALITION any funds received as a result of error or overpayment or disallowed cost. If PROVIDER ceases to offer the VPK Program before the payment is fully recovered, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts and fraud restitution.
47. **Head Start Agencies.** If PROVIDER is a Head Start Agency, PROVIDER understands that, in accordance with federal law, PROVIDER's Head Start programs must be "in addition to, and not in substitution for, comparable services previously provided without Federal assistance." (42 U.S.C., s. 9835(c))
48. **Title 20 Schools.** If PROVIDER receives federal funds under Title 20, United States Code, ss. 6311-6322, PROVIDER understands that, in accordance with federal law, PROVIDER may use "Federal funds to supplement, [but] not [to] supplant non-Federal funds." (20 U.S.C., s. 6314(a)(3)(B)).

VIII. PROVISIONS FOR PROVIDER PROBATION

49. **Readiness Rates.** PROVIDER understands that, in accordance with s. 1002.69(5), F.S., the Office of Early Learning will annually issue kindergarten readiness rates to each PROVIDER. PROVIDER understands that if it, or any of its providers listed in Exhibit 1, receives a kindergarten readiness rate which falls below the minimum readiness rate established by the Office of Early Learning, in accordance with s. 1002.67(4)(c)1., F.S., PROVIDER or any of its PROVIDERS listed in Exhibit 1 will be placed on probation and must submit an improvement plan and/or annual progress report for approval to either the school district or COALITION in accordance with rules adopted by the Office of Early Learning or be removed from eligibility to offer the program type for five (5) years. In the event that PROVIDER fails to meet the minimum readiness rate for a program type (school-year or summer) three consecutive times, in accordance with s. 1002.67(4)(c)3, F.S., PROVIDER will be removed from eligibility to offer the program type for five (5) years unless PROVIDER is granted a good cause exemption by the Office of Early Learning. If a PROVIDER is removed from summer eligibility, then this Contract is considered void for that PROVIDER's summer program type of the program year.
50. **Probation.** PROVIDER understands that in accordance with s. 1002.67(4)(c)2, F.S., PROVIDER on probation must continue the corrective actions in its improvement plan, including the use of an approved curriculum or a staff development plan, until PROVIDER

meets the readiness rate. Failure to do so will result in the termination of PROVIDER's contract and the PROVIDER losing eligibility to deliver the VPK Program for five (5) years.

IX. FINANCIAL CONSEQUENCES

- 51. Financial Consequences.** As a result of PROVIDER's failure to provide the minimum level of services required by this Contract, COALITION shall temporarily withhold reimbursement, disallow all or part of services not in compliance with the terms of this Contract, or terminate the Contract.

X. NONDISCRIMINATION

- 52. Discrimination Prohibited.** PROVIDER agrees to comply with the antidiscrimination requirements of 42 U.S.C. s. 2000d, regardless of whether PROVIDER receives federal financial assistance. PROVIDER agrees not to discriminate against a parent or child, including the refusal to admit a child for enrollment in the VPK Program, in violation of the antidiscrimination requirements.

XI. TERMINATION AND NONCOMPLIANCE

- 53. Noncompliance Determination and Corrective Action Notice.** If COALITION determines PROVIDER has failed to comply with the provisions governing the VPK Program as described in paragraph 5. or the requirements of this Contract, and COALITION concludes that corrective action will resolve the failure to comply, COALITION must notify PROVIDER in writing. ("Corrective action" means implementation of specific action(s) designed to correct the failure to meet a specific requirement.) The notice must identify the specific requirement(s) which PROVIDER failed to meet and describe how PROVIDER failed to meet each requirement. In addition, the notice must provide a detailed description of any required corrective action and set a deadline for completion of the corrective action. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 60. Upon determining that the PROVIDER has completed the corrective action, the COALITION shall notify the PROVIDER in writing. If the PROVIDER has not satisfactorily implemented its corrective actions by the end of this Contract, the PROVIDER will still be held accountable for implementing the remainder of the corrective actions if the PROVIDER remains eligible to deliver VPK and executes a new contract with the COALITION.

- 54. Termination for Cause.**

a. Basis of Termination for Cause. PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (a) Action, or lack of action, which threatens the health, safety or welfare of children; or cited for a Class I violation by the Department of Children and Families or local licensing agency as applicable (b) The material failure to comply with one or more of the terms of this Contract, including failure to implement corrective action; (c) The refusal to accept any notice described under this Contract which COALITION is required to send to PROVIDER; or (d) Reasonable or probable cause for COALITION to suspect that fraud has been committed by PROVIDER as described in paragraph 59.

b. Notice of Termination for Cause. In order to terminate PROVIDER for cause, COALITION must send a written notice of termination for cause to PROVIDER. Such notice must be sent, with proof of delivery, at least five (5) business days before termination. The notice must state the date of, and the specific basis for, termination. Finally, the notice must

state that PROVIDER may request a review of the determination as described in paragraph 60. Notwithstanding PROVIDER's refusal of delivery of the notice, this Contract shall be terminated on the date identified in the notice. COALITION shall document any refusal of delivery.

55. Emergency Termination. COALITION must immediately terminate this Contract on an emergency basis upon a notification by the Department of Children and Families (DCF) or local licensing agency or accreditation body actions or inactions of a PROVIDER that pose an immediate and serious danger to the health, safety, or welfare of children. COALITION will terminate this Contract on an emergency basis by sending PROVIDER written notice of emergency termination at least twenty-four (24) hours prior to termination. The written notice must specifically state the basis of COALITION's emergency termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 60.

56. Revocation of Eligibility.

a. In accordance with s. 1002.67(4)(b), F.S., if PROVIDER's Contract is terminated under paragraph 53 or 54, COALITION may revoke PROVIDER's eligibility to deliver the VPK Program for a period of five (5) years. The only statutorily authorized period of revocation is for five (5) years (s.1002.67(4), F.S.). In determining whether to revoke PROVIDER'S eligibility, the COALITION shall consider the following factors: the severity of the PROVIDER'S actions leading to the termination of the contract, the health, safety and welfare of children enrolled at the PROVIDER, the financial impact of the PROVIDER'S actions, the impact that the revocation would have upon the local community, consistency with COALITION'S actions against other PROVIDERS for similar violations of the Contract or program requirements, the length of time that PROVIDER provided services under the contract with the COALITION, and whether the PROVIDER had previously violated the terms of this Contract and prior contracts with the COALITION. COALITION shall provide notice of its intent to revoke PROVIDER'S eligibility at the same time that it provides written notice of intent to terminate the contract to PROVIDER.

b. The PROVIDER agrees that in the event that this contract is terminated under the provisions of paragraphs 54 or 55, and the PROVIDER's eligibility is not revoked for a period of five (5) years under paragraph 56 part a, the parties may not enter into another contract for VPK services for the remainder of the contract term of this contract.

57. Termination of Contract by Provider. PROVIDER and COALITION may agree to terminate this Contract by mutual consent or PROVIDER may unilaterally terminate this Contract at will. Written notice of termination must be given at least thirty (30) calendar days before the termination date in order for the COALITION to make alternative arrangements for uninterrupted services for children served under this Contract. If sufficient notice of termination is not provided, COALITION may refuse to issue the final reimbursement payment to PROVIDER. If PROVIDER unilaterally terminates this Contract during the pendency of an inquiry due to suspected noncompliance with part V or part VI of chapter 1002, of the Florida Statutes or chapter 6M-4, 6M-8, or rules 6A-1.09433 and 6A-6.03033, F.A.C., the COALITION may revoke the PROVIDER'S eligibility to offer the VPK program for a period of 5 years in accordance with s. 1002.67(4) and 1002.88(2), F.S. if the noncompliance is upheld by the early learning coalition review committee.

58. Legislative Appropriation. Any obligation for payment under this Contract is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Contract are

unavailable, COALITION shall terminate this Contract after providing written notice, with proof of delivery, at least twenty-four (24) hours before termination of this Contract. In the event of termination of this Contract under this paragraph, PROVIDER shall be paid for the documented VPK hours completed prior to termination of this Contract.

59. Fraud.

a. Suspension for Suspected Fraud. In accordance with s. 1002.91(4), F.S., COALITION may suspend or terminate PROVIDER from participation in the VPK Program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION's determination to suspend PROVIDER as described in paragraph 59. This review shall be limited to a determination of whether the COALITION has reasonable belief fraud occurred. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Office of Early Learning, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.

b. Termination for Fraud. In accordance with s. 1002.91(5), F.S., if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., the COALITION shall refrain from contracting with, or using the services of, PROVIDER for a period of 5 years. In addition, COALITION shall refrain from contracting with, or using the services of, any provider that shares an officer or director with a provider that is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S. for a period of five (5) years.

c. Termination for National Disqualification. In accordance with s. 1002.91(7), F.S., if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause. In addition, if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause.

- 60. Due Process Procedures.** PROVIDER may request a review of determinations made by COALITION under this Contract. Reviews will be conducted in accordance with Exhibit 2, Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.75(1), PROVIDER may not offer any VPK Program services while a request for a review regarding termination of PROVIDER's VPK Statewide Contract is being examined.
- 61. Severability of Provider Location.** If PROVIDER has executed this Contract on behalf of multiple locations and one or more of the locations is terminated pursuant to Section XI of this Contract, then in lieu of re-executing a new contract for the remaining locations, COALITION may modify Exhibit I to indicate which location(s) previously part of this Contract has been removed by striking through the location(s), initialing and dating in the "official use only" column. COALITION shall provide a copy of Exhibit 1 showing any stricken locations to PROVIDER. This Contract will remain in force and effect as to all locations in Exhibit 1 which are not stricken.
- 62. Litigation and Venue.** In the event that PROVIDER believes that this Contract has been inappropriately terminated, or in the event of a breach of this Contract, any available remedies may be pursued in a court of competent jurisdiction. COALITION and PROVIDER agree that

any litigation related to this Contract which is brought by COALITION or PROVIDER will be brought in a county within COALITION's geographical service area.

XII. NOTIFICATION

- 63. Information Change Notification.** PROVIDER agrees that it will comply with each of the following notification requirements:
- a. Providing notice of class transfers of children at the same provider location within fourteen (14) calendar days;
 - b. Providing notice of changes to information provided on Forms OEL-VPK 10, OEL-VPK 11A, and OEL-VPK 11B within fourteen (14) calendar days after the information changes in accordance with Rule 6M-8.300, F.A.C.;
 - c. Submitting documentation demonstrating temporary closure by the close of business on the first day that a closing occurs and submitting documentation demonstrating subsequent reopening within two (2) business days after reopening;
 - d. Providing notice and documentation specifying reasons for dismissal of children within fourteen (14) calendar days;
- 64. CCR&R Participation.** PROVIDER agrees to provide program and business information annually for inclusion in the Child Care Resource and Referral (CCR&R) Network and is responsible for ensuring that COALITION has up-to-date business and contact (including emergency contact) information. This information shall be provided in the Provider Portal.
- 65. Unusual Incident Notification.** PROVIDER agrees to report unusual incidents to COALITION by no later than the close of business on the next business day of the unusual incident and to submit a written report to COALITION within three (3) business days from the date of the incident. For licensed providers, sending a copy of the incident report submitted for DCF to COALITION shall constitute compliance with this paragraph. An unusual incident is any significant event involving the health and safety of children under PROVIDER's care. Examples of unusual incidents include: accusations of abuse or neglect against PROVIDER or PROVIDER's staff; the injury of a child which requires professional medical attention at PROVIDER's site or written notification from the child's parent that the child received professional medical attention; and when PROVIDER receives notice of litigation where PROVIDER is a named party or defendant that relates to PROVIDER's operation of VPK services.
- 66. Notification of Disqualification or Public Assistance Fraud.**
- a. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, or if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.
 - b. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S.

XIII. INDEMNIFICATION

- 67. Indemnification.** PROVIDER shall be fully liable for and indemnify, defend and hold harmless COALITION, Office of Early Learning and all of their officers, directors, agents, contractors, subcontractors and employees from and against any and all third-party claims, suits, actions, damages, judgments and costs that arise whether in law or in equity, from any of the PROVIDER's agents, subcontractors or employees' acts, actions, neglect or omission during the performance or operations under this Contract or any subsequent modification thereof. This includes attorney's fees and costs. This indemnification holds whether liability is direct or indirect and whether damage is to any person or real or personal tangible or intangible property. If PROVIDER is a state agency or a subdivision thereof, as defined in s. 768.28(2), this paragraph is limited to the extent permitted by s. 768.28, F.S.

XIV. SEVERABILITY

- 68. Severability.** If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

XV. AMENDMENTS

- 69. Only Authorized Amendments.** Only authorized attachments, amendments, or supplements to this Contract are authorized or permitted including those specifically incorporated by reference in this form, such as Exhibit 1, Provider Location List; Exhibit 2, Due Process Procedures; Form OEL-VPK 20A, Amendment to the Statewide Voluntary Prekindergarten Provider Contract; and Form OEL-VPK 20PP or Form OEL-VPK 20PS, as described in paragraph 7.

XV. EXECUTION OF CONTRACT

In accordance with ss. 1002.55(3)(i), 1002.61(3)(b), and 1002.63(3)(b), F.S., PROVIDER has caused this Contract to be executed as of the date set forth in Paragraph 1. By signing below, PROVIDER hereby certifies that PROVIDER has read and understood this Contract. PROVIDER certifies that all information provided is true and correct and agrees that noncompliance with the requirements of the VPK Program, which include the requirements of this Contract, and all Exhibits and authorized attachments, shall result in corrective action, withholding of funds, or termination of this Contract at the discretion of COALITION, in accordance with Section XI.

Warranty of Authority. Each person signing this contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

**Signature of President/Vice President/
Secretary/Officer/Owner/Principal/or Other
Authorized Representative**

☐ By Electronic Signature

Print Name

Title

Date

**Provider's Additional Signatory (If required
by the Provider)**

☐ By Electronic Signature

Print Name

Title

Date

**Provider's Additional Signatory (If required
by the Provider)**

☐ By Electronic Signature

Print Name

Title

Date

COALITION has caused this Contract to be executed as of the date set forth in Paragraph 1.

**Signature of Authorized Coalition
Representative**

☐ By Electronic Signature

Print Name

Title

Date

Exhibit 1: Provider Location List

Provider Legal Name: THE CITY OF DEERFIELD BEACH (doing business as) City of Deerfield Beach NE Focal Point Preschool

If PROVIDER is executing this Contract on behalf of one physical location, mark this Exhibit “Not Applicable” in the box below.



Not Applicable

If PROVIDER is a school district executing a single Contract on behalf of multiple public school VPK providers or if PROVIDER is executing a single Contract on behalf of multiple private VPK sites within COALITION’s service area, PROVIDER shall complete a Provider Location List in a table format with the following columns:

- A. Location Number (optional)
- B. Location Legal Name
- C. Doing Business As Name (if applicable)
- D. Physical Address
- E. Employer Identification Number (EIN)
- F. School Year (Y/N)
- G. Summer (Y/N)
- H. Official Use Only (for coalition use)

Exhibit 2: Due Process Procedures

Provider Legal Name: THE CITY OF DEERFIELD BEACH

1. Purpose of Exhibit. Early Learning Coalitions are responsible for the local implementation of early learning programs funded with state and federal funds, such as the School Readiness Program and Voluntary Prekindergarten Education Program. Providers of such early learning programs may request a review of determinations made by an Early Learning Coalition in accordance with the due process procedures described below.

2. Request for Review Hearing. If a provider disputes any action taken by the Coalition pursuant to the terms of the Statewide Voluntary Prekindergarten Provider Contract, the provider may request a review hearing in writing by sending it to the contact person listed in the Coalition's action. A review hearing is a "meeting" for the purposes of the Sunshine Law which is subject to public notice. During a review hearing, the provider will have a reasonable opportunity to address Coalition staff-persons or sub-contractor staff regarding the Coalition's action and to present supporting evidence before a Review Hearing Committee. Provider may have an attorney present at the review hearing to represent or advise the provider.

a. Content of Request for Review Hearing. The request for review hearing must state: the name and contact information of an individual authorized to provide information and binding responses on behalf of provider; the specific action by the Coalition that the provider disputes, the specific reasons for the provider's belief; and whether the provider will be represented by an attorney or another individual during the review hearing.

b. Request Time. The provider's request for a review hearing must be submitted in writing to the Coalition within five (5) business days of receipt of notice of the determination which the provider believes to be incorrect.

c. Supporting Documentation. The provider must send copies of any written documentation supporting the claims of the provider. Examples of relevant documentation may include, but are not limited to, attendance documentation, notarized attestations from parents, documentation from licensing or accrediting bodies, documents demonstrating dates of information submission, and a proposed corrective action plan.

3. Implementation of Review. If the Coalition receives a request for review hearing from the provider, the Coalition must address the request by taking the following steps.

a. Assignment of Review Hearing Committee. Within three (3) business days of receipt of a request for review hearing, the Coalition must assign a Review Hearing Committee to complete the review. The Review Hearing Committee must be composed of at least three but no more than five members of the Coalition Board. The Chair of the ELC shall appoint the Review Hearing Committee and shall name the chair of the committee. At least one of the members must be a mandatory member as set forth in section 1002.83(4) and at least one other member shall be one of the provider representative members. If all attempts have been made by the Coalition to schedule among the selected Review Hearing Committee members potential dates for the hearing and neither provider representative from the Coalition Board is available, then the requirement for a provider representative will be waived for this hearing and the minutes of the Review Hearing Committee will document that the Coalition made every attempt to have a provider representative member included but was unable to do so for this hearing.

b. Response to Request for Review Hearing. Within five (5) business days of receipt of the request for review hearing, the Coalition must respond to the provider in writing, return receipt requested. The notice must include at least three (3) proposed dates and times for the review hearing which must be within forty-five (45) days of the date of receipt of the request for review hearing. The notice must also state that the review hearing may be conducted in person at a location designated by the Coalition or via any method of telecommunications, as long as the public is given reasonable access to observe and, when appropriate, participate. Finally, the notice must state whether or not all of the Coalition staff persons or sub-contractor staff whom the provider wishes to have present during the hearing will be made available. If any individual who the provider requested to have present is not available, the Coalition must make available an individual who is qualified to address the subjects the provider wished the individual to address.

c. Date and Location Selection. Within five (5) business days of receipt of the response to a request for review hearing, the provider must inform the Coalition of the date and time which it selects for the review hearing and whether the provider will attend the meeting in person or via a method of telecommunication. Within five (5) business days of receipt of the response to a request for review hearing, if the provider is unable to attend any of the proposed dates and times for the review hearing, the provider must submit written notice which states the specific reasons that provider is unable to attend and must contact the Coalition to select a mutually agreed upon date for the review hearing. If the provider does not inform the Coalition of the date and time within the required time period, then the process is considered complete and the request is denied.

d. Conducting the Review Hearing. The Review Hearing Committee shall assess the claim(s) the provider made in its request for review by examining all information and documentation submitted by the provider. The provider must be given a reasonable opportunity to question Coalition staff-persons or sub-contractor staff regarding the determinations of the Coalition and to present evidence before the Review Hearing Committee. The Coalition will also be provided a reasonable opportunity to submit evidence to rebut any claims made by the provider.

e. Notice of Review Hearing Committee Decision. Following completion of the presentation by the provider and the Coalition, the Review Hearing Committee will vote regarding each of the provider's claims. The decision of the Review Hearing Committee is final. In its' deliberations, the Review Hearing Committee must determine:

i. If the determination made by the Coalition was correct, in whole or in part, or incorrect.

ii. If no part of the determination made by the Coalition was correct, then the provider is not required to take further action.

iii. If any part of the determination made by the Coalition is correct, the Committee must identify the portion(s) determined to be correct and as applicable, decide:

A. If corrective action is necessary, that the provider must take corrective action in regard to the part(s) which the Review Hearing Committee determines to be correct; and the revised deadlines for completion of the corrective action (s); or

B. If the provider's eligibility to offer the Voluntary Prekindergarten Education

Program will be terminated, the date of termination.

f. Notice of Review Hearing Conclusion. The Chair of the Review Hearing Committee shall ensure a written notice of the review hearing conclusion is prepared. The written notice must state the outcome of the Review Hearing Committee's vote regarding each of the provider's claims. In addition, the notice must specifically state the reasons supporting the Review Hearing Committee's conclusions. The dates for either corrective action to be completed, or termination of eligibility to offer the Voluntary Prekindergarten Education Program shall be included in the notice. The Chair of the Review Hearing Committee shall approve the notice and ensure it is made public within ten business days of the conclusion of the Review Hearing.



**STATE OF FLORIDA
STATEWIDE VOLUNTARY PREKINDERGARTEN
PROVIDER CONTRACT
PRIVATE PROVIDER ATTACHMENT FORM OEL-VPK 20PP**

I. PARTIES AND TERMS OF CONTRACT ATTACHMENT

1. **Parties.** This document is executed as an Attachment to the Contract made and entered into the 19th day of August, 2020, by and between the Early Learning Coalition of Broward (herein referred to as "COALITION"), and THE CITY OF DEERFIELD BEACH (herein referred to as "PROVIDER"), (doing business as, if applicable) City of Deerfield Beach NE Focal Point Preschool with its principal offices located at 227 NW 2ND ST DEERFIELD BCH, FL 33441-1923.
2. **Provider Type.** This attachment is designed for use by private providers. PROVIDER must check the box to indicate PROVIDER type:
 - ☒ A child care facility licensed under s. 402.305, F.S.
 - ☐ A family day care home licensed under s. 402.313, F.S.
 - ☐ A large family child care home licensed under s. 402.3131, F.S.
 - ☐ A nonpublic school exempt from licensure under s. 402.3025(2), F.S., that also either holds a current Gold Seal Quality Care designation under s. 402.281 F.S., or accredited by an accrediting association under s. 1002.55(3)(b)1., F.S.
 - ☐ A faith-based child care provider exempt from licensure under s. 402.316, F.S., that also either holds a current Gold Seal Quality Care designation under s. 402.281 F.S., or accredited by an accrediting association under s. 1002.55(3)(b)1., F.S.

II. PRIVATE PROVIDER REQUIREMENTS

3. **Additional Provisions.** PROVIDER understands that the following provisions of this Attachment are required in addition to those in the Contract to fulfill its obligation to offer the VPK program, and that COALITION will monitor PROVIDER to ensure the conditions of offering the VPK program are met. Failure on the part of PROVIDER to comply with these provisions may result in the termination of this Contract by COALITION and PROVIDER's ineligibility to offer the VPK program for five (5) years.
4. **VPK Director.** At each VPK site, PROVIDER agrees that it has a prekindergarten director, for the majority of hours in which VPK instructional hours are being delivered, as required by s. 1002.57, F.S., who has one of the following credentials:
 - a. A child care facility director credential approved by the DCF under s. 402.305(2)(f), F.S., if the child care facility director credential was issued before December 31, 2006; or
 - b. A VPK director credential approved by the Office of Early Learning under s. 1002.57, F.S., if the child care facility director credential is issued after December 31, 2006.

5. **Coalition Access.** PROVIDER must permit COALITION, COALITION's representative or agent, or the Office of Early Learning, at any reasonable time, to enter PROVIDER's VPK program site(s) to verify PROVIDER's compliance with the requirements of the VPK program. This paragraph does not convey authority to COALITION, COALITION's representative or agent, or the Office of Early Learning to enforce licensing requirements established by the DCF, accreditation requirements established by PROVIDER's accrediting organization, or impose any requirement beyond the requirements of statute, rule, and this Contract, as applicable.

III. INSURANCE REQUIREMENTS

6. **Liability Insurance.** If PROVIDER is not a state agency or a subdivision thereof, it certifies to maintain general liability insurance and provide the COALITION with written evidence of the coverage, including coverage for transportation of children if VPK children are transported by the PROVIDER. The insurance policy must provide for a minimum of \$100,000 of general liability insurance coverage per occurrence and a minimum of \$300,000 general aggregate coverage, unless the Office of Early Learning has authorized a lower limit, as per s. 1002.55(3)(j), F.S. PROVIDER must name COALITION as a certificate holder and as an additional insured.
7. **Notification of liability coverage changes.** PROVIDER agrees that it will provide notice to COALITION within 10 calendar days of cancellation or changes to general liability coverage required in this Contract in accordance with s. 1002.55(3)(j), F.S. The general liability insurance must remain in full force and effect for the entire period PROVIDER is contracted with COALITION.
8. **Workers' Compensation and Reemployment Compensation Assistance.** In accordance with s. 1002.55(3)(k), F.S., PROVIDER agrees to obtain and maintain any required workers' compensation insurance under Chapter 440, F.S., and any required reemployment assistance or unemployment compensation coverage under Chapter 443, F.S.
9. **State Agencies and Subdivisions.** In accordance with section 1002.55(3)(l), F.S., if PROVIDER is a state agency or a subdivision thereof, as defined in s. 768.28(2), PROVIDER agrees to notify the coalition of any additional liability coverage maintained by the provider in addition to that otherwise established under s. 768.28, F.S.



SCHOOL READINESS / VPK SIGNATURE AUTHORIZATION FORM

Name of Provider: City of Deerfield Beach/N.E. Focal Point Preschool at Center for Active Aging

Address of Provider: 227 NW 2 Street, Deerfield Beach, FL 33441

It must be indicated on this form **who has authorization** to sign contractual and financial documents on behalf of the child care center / family child care home. This form **must be signed** by the owner, or chief executive, or corporate officer, if they wish to grant permission to the director, VPK director, or other staff member to execute the statewide School Readiness and/or VPK Contracts, or sign documents on behalf of the program.

Title: Owner Board of Director Member

Full Name: Signature: Date:

If Board Member, please indicate title/role:

I authorize the individual(s) below to sign all School Readiness / VPK documents for the child care center / family child care home listed on this application:

1. Full Name: Jayne Hafer Title: Preschool Manager

Signature: Date:

2. Full Name: Donna DeFronzo Title: Director

Signature: Date:

Please indicate any and all other child care centers that you (the individual filling out this form) are affiliated with in South Florida. List the center name and your affiliation:

- 1.
- 2.
- 3.
- 4.

NOTARIZATION:

STATE OF FLORIDA

COUNTY OF

THE FOREGOING was acknowledged before me this day of , 20

by , who is personally known to me/presented

Printed Name

as identification, and who did not take an oath.

Type of Identification and identification number

WITNESS my hand and official seal in the County and State set forth above.

NOTARY PUBLIC STAMP

NOTARY PUBLIC



OFFICE OF
Early Learning
LEARN EARLY. LEARN FOR LIFE.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-438

Agenda Date: 6/16/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Alzheimer's Disease Initiative Program Contract with the Areawide Council on Aging of Broward County, Inc. for Center for Active Aging Services for compensation in an amount not to exceed \$438,980.85; authorizing execution of the Agreement; and providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs:

Account Name: Alzheimer's Disease Initiative (ADI) Funds

Account Number: 101-1215-334-69-95 and 101-1215-334-69-96

Background/History

Master Contract JM020-06-2022 (the "Master Contract") between the City and the Areawide Council on Aging of Broward County, Inc. (the Council") was approved by the City Commission on December 3, 2019. State of Florida Alzheimer's Disease Initiative ("ADI") Funding is available for day care respite services, case management and caregiver training and support services (collectively, the "Services").

Current Activity

The funding will reimburse for service delivery rendered by the Alzheimer's Center for day care respite services, case management, and caregiver training and support. The City wishes to enter into contract #JZ120-06-2021 with the Council pursuant to the Master Contract for the Center's provision of the Services for compensation from the Council in an amount not to exceed \$438,980.85.

Please note that the amount may decrease depending upon the final approval of Governor DeSantis' state budget effective July 1, 2020.

Also, due to the COVID-19 situation, we have been unable to collect the anticipated funds due to the temporary closure of the Center and the suspension of services. The Department of Elder Affairs and Area Agency on Aging have been flexible in allowing for some service delivery changes. We are

awaiting a budget amendment to capture as much funding as possible.

Recommendation

Staff recommends approval of this item.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE ALZHEIMER'S DISEASE INITIATIVE PROGRAM CONTRACT WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. FOR CENTER FOR ACTIVE AGING SERVICES FOR COMPENSATION IN AN AMOUNT NOT TO EXCEED \$438,980.85; AUTHORIZING EXECUTION OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on December 3, 2019, the City Commission approved Master Contract #JM020-06-2022 (the "Master Contract") with the Areawide Council on Aging of Broward County, Inc. (the "Council") for service delivery from the Center of Active Aging (the "Center"); and

WHEREAS, the City wishes to enter into the Alzheimer's Disease Initiative Program Contract #JZ120-06-2021 with the Council, attached as Exhibit "A", (the "ADI Contract") pursuant to the Master Contract in order to provide daycare respite services, case management and caregiver training and support services (collectively, the "Services"); and

WHEREAS, the term for the ADI Contract with the Council will be from July 1, 2020 through June 30, 2021; and

WHEREAS, the City Commission believes that it is in the best interest of the City to approve and authorize execution of the ADI Contract for the Center's provision of the Services for compensation from the Council in an amount not to exceed \$438,980.85.

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 ADI Contract with the Council for the Center's provision of Services for compensation from the Council in an amount not to exceed \$438,980.85.

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

Section 4. The City Manager or designee is authorized to take all necessary steps to implement the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

ALZHEIMER'S DISEASE INITIATIVE PROGRAM

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the "Council", and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging** hereinafter referred to as the "Contractor", who are collectively referred to as the "Parties." This Contract is subject to all provisions contained in the MASTER CONTRACT executed between the Council and the Contractor, Contract JM020-06-2022, and its successor, incorporated herein by reference.

WITNESSETH THAT:

WHEREAS, the Council has determined that it is in need of certain services as described herein; and

WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor of the Council.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract:

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

2. Incorporation of Documents within the Contract:

This Contract will incorporate attachments, proposal(s), area plan(s), grant agreements, relevant Department of Elder Affairs handbooks, manuals, or desk books and Master Contract number JM020-06-2022, as an integral part of the Contract, except to the extent that the contract explicitly provides contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Contract document and identified attachments.

3. Term of Contract:

This Contract will begin on July 1, 2020 or on the date on which this Contract has been signed by the last party required to sign it, whichever is later. It will end at midnight, local time in Tallahassee, Florida, on June 30, 2021.

4. Contract Amount:

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$438,980.85** or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. Background Screening

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

5.1 To demonstrate compliance with this provision, Contractor shall submit Master Contract JM020-06-2022 ATTACHMENT VII, Background Screening Affidavit of Compliance, annually, by January 5. Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>.

5.2 Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any subcontractors and referred to a governmental or investigatory agency must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

6. Nondiscrimination-Civil Rights Compliance

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

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

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

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

7. Provision of Services:

The Contractor shall provide services in the manner described in ATTACHMENT I.

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

a.	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under this Contract is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441 954-480-4449
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Council's Contract Manager for this Contract is:	Marie Laurent Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, address, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.		

9. All Terms and Conditions Include:

This Contract and its ATTACHMENTS I-VIII, any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Contract, the Parties agree that they have read and agree to the entire Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have caused this 38 page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

**City of Deerfield Beach, Florida / Northeast
Focal Point Senior Center dba Department of
Active Aging**

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

**Areawide Council on Aging of Broward
County, Inc.**

SIGNED BY:

NAME:

TITLE:

DATE:

FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30

SIGNED BY:

PAULINE GRANT
NAME:

PRESIDENT
TITLE:

DATE:

ATTACHMENT I**STATEMENT OF WORK
ALZHEIMER'S DISEASE INITIATIVE PROGRAM****SECTION I: SERVICES TO BE PROVIDED****1.1. DEFINITIONS OF TERMS AND ACRONYMS****1.1.1. Contract Acronyms**

Alzheimer's Disease (AD)
Alzheimer's Disease Initiative (ADI)
Activities of Daily Living (ADLs)
Assessed Priority Consumer List (APCL)
Adult Protective Services (APS)
Client Information and Registration Tracking System (CIRTS)
Community Care for Disabled Adults (CCDA)
Code of Federal Regulations (CFR)
Corrective Action Plan (CAP)
Dementia Care & Cure Initiative (DCCI)
Department of Elder Affairs (DOEA)
Florida Administrative Code (F.A.C.)
Florida Statutes (F.S.)
Home Care for Disabled Adults (HCDA)
Instrumental Activities of Daily Living (IADLs)
Memory Disorder Clinic (MDC)
Notice of Instruction (NOI)
Planning and Service Area (PSA)
Service Provider Application (SPA)
Summary of Programs and Services (SOPS)
United States Code (U.S.C.)

1.1.2. Program Specific Terms

Department of Elder Affairs Programs and Services Handbook (DOEA Handbook). An official document of DOEA. The DOEA Handbook includes program policies, procedures, and standards applicable to agencies which are recipients of DOEA-funded programs, and providers of program-funded services. An annual update is provided through a NOI.

Functional Assessment: A comprehensive, systematic, and multidimensional review of a person's ability to remain living independently in the least restrictive living arrangement.

NOI: DOEA's established method to communicate to the Contractor and subcontractor the requirements to perform specific tasks or activities in a particular manner. NOIs are located on the DOEA website at <https://elderaffairs.state.fl.us/doea/nois.php>.

Program Highlights: Success stories, quotes, testimonials, or human-interest vignettes that are used in the Summary of Programs and Services (SOPS) to demonstrate how programs and services help elders, families, and caregivers.

Proviso: Language used in a general appropriations bill to qualify or restrict the way in which a specific appropriation is to be expended.

Service Provider Application (SPA): A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system in its PSA in accordance with the Section 306 of the Older Americans Act (42 U.S.C. Section 3026) and Council instructions. The SPA includes performance measures and unit rates per service offered.

Service Provider Application (SPA) Update: A revision to the SPA wherein the Contractor provides HCE-specific data for the Council to enter into CIRT. An update may also include other revisions to the SPA as instructed by the Council.

Summary of Programs and Services (SOPS): A document produced by the DOEA and updated yearly to provide the public and the Legislature with information about programs and services for Florida's elders.

1.2. GENERAL DESCRIPTION

1.2.1. General Statement

The purpose of the ADI is to address the special needs of individuals with AD, their families, and caregivers.

1.2.2. Alzheimer's Disease Initiative Program Mission Statement

The ADI program assists persons afflicted with AD and other forms of dementia to live as independently as possible with support to family members and caregivers.

1.2.3. Authority

The relevant authority governing ADI Program include:

- (1) Sections 430.501 through 430.504, F.S.,
- (2) Rule Chapter 58D-1, F.A.C.; and
- (3) The Catalog of State Financial Assistance (CSFA) Number 65.004 and 65.002.

1.2.4. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of ADI. The program services shall be provided in a manner consistent with the Contractor's current SPA and the current DOEA Handbook, which are hereby incorporated by reference. The Contractor agrees to be bound by all subsequent amendments and revisions to the DOEA Handbook, and the Contractor agrees to accept all such amendments and revisions via a NOI.

1.2.5. Major Program Goals

The major goals of the ADI Program is to provide services to meet the needs of caregivers and individuals with AD or other related disorders.

1.3. CLIENTS TO BE SERVED

1.3.1. General Eligibility

The ADI Program addresses the special needs of individuals with AD or other related disorders and their caregivers. .

1.3.2 Client Eligibility

Clients eligible to receive services under this Contract must

- (1) Be 18 years of age or older and have a diagnosis of AD or related disorder, or be suspected of having AD or a related disorder; and
- (2) Not be enrolled in any Medicaid capitated long-term care program.

1.3.3. Targeted Groups

Priority for services provided under this Contract shall be given to those eligible persons assessed to be at risk of placement in an institution or as otherwise specified in the authorizing proviso.

1.3.4. Client Determination

The Council shall have final authority for the determination of client eligibility.

SECTION II: MANNER OF SERVICE PROVISION

2.1. SERVICE TASKS

In order to achieve the goals of the ADI program, the Contractor shall perform the following tasks:

2.1.1. Client Eligibility Determination

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in this ATTACHMENT I, Section 1.3 of this Contract.

2.1.2. Assessment and Prioritization of Service Delivery for New Clients

The Contractor shall ensure the following criteria are used, to prioritize new clients for service delivery in the sequence below. It is not the intent of the Council to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.

- (1) **Imminent Risk Individuals:** Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within one (1) month or very likely within three (3) months.
- (2) **Service priority** for individuals not included above, regardless of referral source, individuals determined through the DOEA's functional assessment administered to each applicant to the extent funding is available. The Contractor shall ensure that first priority is given to applicants at a higher levels of frailty and risk of nursing home placement.

2.1.3. Program Services

The Contractor shall ensure the provision of program services is consistent with the Contractor's current SPA, as updated and approved by the Council, and the current DOEA Handbook.

2.2. STAFFING AND SERVICE TIMES REQUIREMENTS

2.2.1. The Contractor shall ensure the availability of the services listed in this Contract are appropriate to meet client service needs, at a minimum, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm.

2.2.2. The Contractor shall dedicate its own staff necessary to meet the obligations of this Contract and ensure that subcontractors dedicate adequate staff accordingly.

2.2.3. The Contractor shall ensure that the staff responsible for performing any duties or functions within this Contract have the qualifications as specified in the DOEHA Handbook.

2.2.4. Use of Subcontractors

If this Contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its contract with the subcontractor. If any circumstances occur that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or in the performance of the subcontractor, the Contractor shall notify the Council's Contract Manager and the Council's Finance Director in writing of such delay.

The Contractor shall not permit a subcontractor to perform services related to this Contract without having a binding subcontractor contract executed. In accordance with Paragraph 23 of the Master Contract JM020-06-2022, the Council will not be responsible or liable for any obligations or claims resulting from such action.

The Contractor shall submit a copy of all subcontracts to the Council's Contract Manager within thirty (30) days of the subcontract being executed.

2.2.5. Monitoring the Performance of Subcontractors

The Contractor shall perform at least one monitoring per year of each subcontractor, subrecipient, vendor, and/or consultant paid from funds provided under this Contract. The Contractor shall perform fiscal, administrative and programmatic monitoring of each subcontractor to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor to ensure that time schedules are met, the budget and scope of work is accomplished within the specified time periods and other performance goals stated in this Contract are achieved.

The Contractor shall forward a copy of all subcontractor monitoring reports to the Council's Contract manager within thirty (30) days of the report being issued to the subcontractors, subrecipients, vendors, and/or consultants.

2.3. DELIVERABLES

Z2.3.1. Services and Units of Services

The Contractor shall ensure the provision of described in this Contract is performed in accordance with the current DOEHA Handbook and the service tasks described in Section 2.1 of ATTACHMENT I of this Contract. Units of service will be paid pursuant to the rate established in the SPA as updated, as shown in ATTACHMENT IV, Budget Summary as approved by the Council.

2.3.2. Delivery of Service to Eligible Clients

The Contractor shall ensure the provision of a continuum of services to addressing the diverse needs of individuals with AD and their caregivers. The Contractor shall ensure performance and reporting of the services per the Contractor's current approved Service Provider Application (SPA), the current DOEHA Handbook, proviso language and Section 2.1 of ATTACHMENT I, of this Contract. Documentation of service delivery must include a report consisting of the following:

- (1) Number of clients served;
- (2) Number of service units provided by service; and
- (3) Rate per service unit with calculations that equal the total invoice amount.

2.3.3 Administrative Responsibilities

The Contractor shall provide management and oversight of ADI Program operations in accordance with the current DOEA Handbook and the approved Contractor's Service Provider Application. Management and oversight of ADI Program operations include the following:

- 1) Developing a competitive solicitation process for allocation of ADI funds, including appeal procedures for handling disputes involving the subcontractors;
- 2) **Developing a Service Provider Application and updating it annually, at a minimum, as directed by the Council;**
- 3) Establishing vendor agreements at the PSA level, when applicable for ADI services according to manuals, rules, and agreement procedures of DOEA Handbook;
- 4) Providing technical assistance and training to subcontractors and vendors to ensure provision of quality services;
- 5) Monitoring and evaluating subcontractors and vendors for fiscal, administrative, and programmatic compliance;
- 6) Appropriately and timely submitting payments to subcontractors;
- 7) Arranging in-service training for staff and/or subcontractors at least annually;
- 8) Establishing procedures for handling client complaints and ensuring that subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, subcontractor and direct service worker complaints, and any other issues related to complaints (other than termination, suspension or reduction in services) that require the grievance process as described in Appendix D of the current DOEA Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of complaint, and the determination of each complaint;
- 9) Ensuring compliance with CIRTIS regulations;
- 10) Monitoring performance objective achievements in accordance with targets set by the Council and/or DOEA; and
- 11) Conducting annual client satisfaction surveys to evaluate and improve service delivery.

2.4. REPORTS

The Contractor shall respond within ten (10) business days or within deadlines established by the Council, to the Council's request for routine and/or special requests for information and ad hoc reports. The Contractor must establish due dates for any subcontractors that permit the Contractor to meet the Council's and/or the DOEA's reporting requirements.

2.4.1. Service Provider Application (SPA) Update and All Revisions Thereto

The Contractor is required to submit SPA and an annual update, wherein the Council enters LSP specific data, into the Client Information and Registration Tracking System (CIRTIS). The Contractor may also be required to submit revisions to the SPA as instructed by the Council.

2.4.2. Client Information and Registration Tracking System (CIRTIS)

The Contractor shall ensure timely input of LSP specific data into the CIRTIS. To ensure CIRTIS data accuracy, the Contractor shall use CIRTIS generated reports, which include the following:

- (1) Client Reports
- (2) Monitoring Reports
- (3) Services Reports
- (4) Miscellaneous Reports
- (5) Fiscal Reports
- (6) Outcome Measurement Reports

2.4.3. Service Costs Reports

The Contractor is required to submit to the Council a semi-annual and annual service cost reports, which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates. The semi-annual service cost report encompassing the six months ending 12/31/2020 is due on February 19, 2021. The annual service cost report encompassing the twelve months ending 6/30/2021 is due on August 20, 2021.

2.4.4. Surplus/Deficit Report

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council to the Council's Contract Manager by the 5th of each month. This report is for all agreements and/or contracts between the Contractor and the Council. The report will include the following:

- (1) A list of all services and their current status regarding surplus or deficit;
- (2) The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;
- (3) Recommendations to transfer funds to resolve surplus/deficit spending;
- (4) Input from the Contractor's Board of Directors, or governing body, on resolution of spending issues, if applicable

2.4.5. Program Highlights

The Contractor shall submit brief written narratives to the Council for publication in the Program Highlight sections of the DOE's Summary of Programs and Services (SOPS), which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials, or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the narratives to identify the specific individuals or entities that performed the activities described in the narratives. The Contractor shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to the Council.

2.5. RECORDS AND DOCUMENTATION

- 2.5.1.** The Contractor shall ensure the collection and maintenance of client and service information on a monthly basis from the Client Information and Registration Tracking System (CIRTS) or any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.
- 2.5.2.** The Contractor and subcontractors, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources will be as stringent as the protection required of the primary resources. A copy of the backed up data be stored in a secure, offsite location.
- 2.5.3.** The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with subcontractors. These policies and procedures will be made available to the Council upon request.

- 2.5.4.** The Contractor shall work with the Council to ensure client addresses are correct in CIRTSS for disaster preparedness efforts. At least annually, and more frequently as needed, the Council will provide direction on how to validate CIRTSS addresses to ensure these can be mapped. The Contractor will receive a list of unmatched addresses that cannot be mapped and the Contractor will be responsible for working with the subcontractors to correct addresses, and send a list to the Council with confirmed addresses. The Council will use this information to update maps, client rosters, and unmatched addresses to disseminate to the Contractor.
- 2.5.5** The Contractor shall maintain all contract related records and documentation that shall be available to the Council or authorized individuals, such as, the DOEA and the Department of Finance Services, upon request. Data must be usable and must be maintained in a format that is readable to the DOEA and the Council.

2.6. PERFORMANCE SPECIFICATIONS

2.6.1. Outcomes

The Contractor must:

- (1) Ensure the prioritization of clients and provision of services to clients in accordance with ATTACHMENT I, Section 2.1 of this Contract;
- (2) Ensure the provision of services described in this Contract are in accordance with the current DOEA Handbook and ATTACHMENT I, Section 2.3 of this Contract;
- (3) Timely and accurately submit to the Council all required documentation and reports described in this ATTACHMENT I, Sections 2.4. of this Contract; and
- (4) Timely and accurately, in accordance with ATTACHMENT III, Invoice Report Schedule, submit to the Council ATTACHMENT V, Forms 105 & 106, including supporting documentation.

2.6.2. The Contractor shall develop and document strategies in the SPA to support performance achievement of the following:

- (1) Percent of most frail elders who remain at home or in the community instead of going into a nursing home;
- (2) Average monthly savings per consumer for home and community-based care versus nursing home care for comparable client groups;
- (3) Percent of elders assessed with high or moderate risk environments who improved their environment score;
- (4) Percentage of active clients eating two or more meals per day
- (5) Percent of new service recipients whose ADL assessment score has been maintained or improved;
- (6) Percent of new service recipients whose IADL assessment score has been maintained or improved;
- (7) Percent of family and family-assisted caregivers who self-report they are very likely to provide care;
- (8) Percentage of caregivers who self-report being very confident about their ability to continue to provide care after service intervention;)
- (9) Percent of customers who are at imminent risk of nursing home placement who are served with community based services.

The Contractor's performance of these measures will be reviewed and documented in the Council's annual monitoring reports.

2.6.3. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

2.7. CONTRACTOR'S FINANCIAL OBLIGATIONS**2.7.1. Contractor Accountability**

All service tasks and deliverables pursuant to this Contract are solely and exclusively the responsibility of the Contractor and are tasks and deliverables for which, by execution of this Contract, the Contractor agrees to be held accountable.

2.7.2. Coordination with Other Providers and/or Entities

Notwithstanding that services for which the Contractor is held accountable involve coordination with other entities in performing the requirements of this Contract, the failure of other entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this Contract.

2.7.3. Use of Service Dollars and Assessed Priority Consumer List Management

The Contractor is expected to spend all federal, state and other funds provided by the Council for the purpose specified in this Contract. The Contractor must manage service funds in such a manner as to avoid having a wait list and a surplus of funds at the end of the contract period for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to other service areas during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

2.7.4 Cost Sharing and Co-payments

The Council will ensure the Contractor establishes annual co-payment goals. Pursuant to Section 430.204(8), F.S., the dollar amount for co-payments associated with ADI must be calculated by applying the current federal poverty guidelines published by the U.S. Department of Health and Human Services.

2.7.4.1 No co-payment will be assessed on a client whose income is at, or below, the federal poverty level (FPL) as established each year by the U.S. Department of Health and Human Services.

2.7.4.2 No client may have their services terminated for inability to pay their assessed co-payment. The Contractor, in conjunction with provider agencies, must establish procedures to remedy financial hardships associated with co-payments and ensure there is no interruption in service(s) for the inability to pay. If a client's co-payment is reduced or waived entirely, a written explanation for the change must be placed in the client file.

2.7.4.3 Co-payments include only the amounts assessed consumers or the amounts consumers opt to contribute in lieu of an assessed co-payment. The consumers contribution must be equal to or greater than the assessed co-payment.

2.7.5. Contract Limits

In no case shall the Contractor be required to incur costs in excess of the contract amount in providing services to clients.

2.8. COUNCIL'S RESPONSIBILITIES**2.8.1. Program Guidance and Technical Assistance**

The Council may, within its resources, provide technical support and/or assistance to the Contractor to assist the Contractor in meeting the requirements of this Contract. The Council's technical support/assistance or the lack thereof, does not relieve the Contractor from full performance of the contract requirements.

2.8.2. Council Determinations

The Council reserves the exclusive right to make certain determinations in the tasks and approaches used to perform tasks required by this Contract. The absence of the Council setting forth a specific reservation of rights does not mean that all other areas of this Contract are subject to mutual agreement.

2.8.3. Contract Monitoring

The Council will review and evaluate the performance of the Contractor under the terms of this Contract. Monitoring will be conducted through direct contact with the Contractor through telephone, in writing, or an on-site visit(s). The Council's determination of acceptable performance shall be conclusive. The Contractor agrees to cooperate with the Council in monitoring the progress of completion of the service tasks and deliverables. The Council may use, but is not limited to, one or more of the following methods for monitoring:

- (1) Desk reviews and analytical reviews;
- (2) Scheduled, unscheduled and follow-up on-site visits;
- (3) Client visits;
- (4) Review of independent auditor's reports;
- (5) Review of third-party documents and/or evaluation;
- (6) Review of progress reports;
- (7) Review of customer satisfaction surveys;
- (8) Agreed-upon procedures review by an external auditor or consultant;
- (9) Limited-scope reviews; and
- (10) Other procedures as deemed necessary.

SECTION III: METHOD OF PAYMENT**3.1 General Statement of Method of Payment**

The method of payment for this Contract is a combination of advances, cost reimbursement, and a unit rate payment for services. The Council will pay the Contractor upon satisfactory completion of the Deliverables, as specified in ATTACHMENT I, Section 2.3, and in accordance with other terms and conditions of this Contract.

- 3.1.1** The Contractor shall ensure unit rates for services include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. The Contractor shall consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment and shall submit to the Council on Forms 106 and 105, ATTACHMENT V.

3.1.2 The Contractor agrees to distribute funds as detailed in the SPA requested by the Council and the ATTACHMENT IV, Budget Summary. The Contractor may request a budget revision by submitting a written request to the Council's Contract Manager. Upon approval, the Council's Finance Director will issue a budget revision letter. An amendment is required to change the total amount of this Contract.

3.2. ADVANCE PAYMENTS

3.2.1. The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Department of Elder Affairs by the State of Florida ("budget release"). The Contractor will provide the Council's Finance Director documentation justifying the need for an advance and describing how the funds will be distributed. For the first month's advance request, the Contractor shall provide to the Council's Finance Director documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. The Contractor must also describe how the funds will be distributed for the first and second month.

3.2.2. The Contractor's requests for advance require the approval of the Council's Finance Director. If sufficient budget is available, the Council will issue approved advance payments after July 1 of the contract year. The schedule for submission of advance requests (when available) is ATTACHMENT III, Invoice Report Schedule to this Contract.

3.2.3. All advance payments made to the Contractor shall be returned to the Council as follows: one-twelfth (1/12) of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number three, in accordance with the Invoice Report Schedule, ATTACHMENT III to this Contract.

3.2.4 All advance payments retained by the Contractor must be fully expended no later than September 30, 2020. Any portion of advance payments not expended must be recouped on report number 5, due to the Council on October 7, 2020, in accordance with the Invoice Report Schedule, ATTACHMENT III.

3.3. INVOICE SUBMITTAL AND REQUESTS FOR PAYMENT

All requests for payment and expenditure reports submitted to support requests for payment shall be on Forms 105 and 106, ATTACHMENT V. The Contractor will consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment.

3.3.1. The Contractor shall include with its request for payment documentation of services provided, the units of services provided, and the rates for the services provided in conformance with the requirements as described in this ATTACHMENT I. Each deliverable must be received and accepted by the Council before payment is made.

3.3.2. Payment may be authorized only for allowable expenditures, which are in accord with the limits specified in the Budget Summary, ATTACHMENT IV.

- 3.3.3.** Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 27 of the Master Contract JM020-06-2022.

3.4. DOCUMENTATION FOR PAYMENT

The Contractor will maintain documentation to support payment requests that shall be available to the Council or authorized individuals upon request. Such documentation will be provided upon request to the Council or the Department of Financial Services.

- 3.4.1.** The Contractor and its subcontractor(s) shall enter all required data for clients and services in the CIRTIS database in accordance with the current DOE A Handbook and the CIRTIS User Manual – Aging Provider Network users (located in Documents on the CIRTIS Enterprise Application Services). Subcontractor(s) must enter this data into the CIRTIS prior to submitting their invoice to the Contractor. The Contractor shall establish deadlines for completing CIRTIS data entry and ensure compliance with due dates in ATTACHMENT III, Invoice Report Schedule.

- 3.4.2.** The Contractor is required to run monthly CIRTIS's reports and verify that client and service data in the CIRTIS is accurate. This report must be submitted to the Council with the monthly request for payment and expenditure report and must be reviewed by the Council before the Contractor's request for payment and expenditure reports can be approved by the Council.

3.4.3. Date for Final Request for Budget Revisions

Final requests for budget revision or adjustments to contract funds based on expenditures for services provided through June 30, 2021, must be submitted to the Contract Manager and the Finance Director, no later than June 30, 2021.

3.4.4. Date for Final Request for Payment

The final request for payment will be due to the Council no later than July 24, 2021.

3.4.5. Remedies- Nonconforming Services

The Contractor shall ensure that all goods and/or services provided under this Contract are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.

If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Contract. In addition, any nonconforming goods (including home-delivered meals) and/or services not meeting such standards will not be reimbursed under this Contract. The Contractor's signature on the Forms 106 and 105, ATTACHMENT V, certifies maintenance of supporting documentation and acknowledgement that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Council requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

3.5. Incident Reporting

- 3.5.1** The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates Master Contract JM020-06-2022 by reference. Such notice shall be

made orally to the Council's Contract Manager (by telephone) with an email to immediately follow.

3.6. Enforcement

The Council may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor's designation as a Contractor, if the Council finds that:

- (1) An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating Master Contract JM020-06-2022 by reference, or substantially and negatively affected the operation of services covered under any contract or agreement;
- (2) The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
- (3) The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;
- (4) The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
- (5) The Contractor has exceeded its authority or otherwise failed to adhere to the terms of Master Contract JM020-06-2022 and any contract or agreement incorporating Master Contract JM020-06-2022 by reference;
- (6) The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; and/or
- (7) The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.

- 3.6.1** In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating Master Contract JM020-06-2022 by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.

3.7 CONSEQUENCES FOR NON-COMPLIANCE

Contractor shall ensure 100% of the deliverables identified in this Contract are performed pursuant to contract requirements.

3.7.1. Corrective Action Plan

If at any time the Contractor is notified by the Council's Contract Manager that it has failed to correctly, completely, adequately perform contract deliverables identified in ATTACHMENT I, Section 2.3 of this Contract, the Contractor will have ten (10) days to submit a Corrective Action Plan ("CAP") to the Council's Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's Contract Manager. The Council shall assess a Financial Consequence for Noncompliance on the Contractor as referenced in ATTACHMENT I, Section 3.8 of this Contract for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.

- 3.7.2.** If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct the percentage established in ATTACHMENT I, Section 3.8.1. of this Contract from the payment for the invoice of the following month.

- 3.7.3.** If Contractor fails to timely submit a CAP, the Council shall deduct the percentage established in ATTACHMENT I, Section 3.8.1. of this Contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

3.8. Financial Consequences

The Council will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Council according to the requirements referenced in ATTACHMENT I, Section 2.3 of this Contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in ATTACHMENT I, Section 2.3 of this Contract.

- 3.8.1.** Failure to comply with established assessment and prioritization criteria, as evidenced by the CIRT reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in ATTACHMENT I, Section 3.7 of this Contract.
- 3.8.2.** Failure to perform management and oversight of LSP Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in ATTACHMENT I, Section 3.7 of this Contract.
- 3.8.3.** Failure to timely submit a CAP within 10 business days after notification of a deficiency by the DOEA Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in ATTACHMENT I, Section 3.7 of this Contract.
- 3.8.4.** Failure to provide services in accordance with the current DOEA Programs and Services Handbook, the service tasks described in ATTACHMENT I, Section 2.1 of this Contract, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency is not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in ATTACHMENT I, Section 3.7 of this Contract.

ATTACHMENT II**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Council staff, limited scope audits, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the provider agrees to comply with any additional instructions provided by the Council to the provider regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. EXHIBIT 2 indicates federal resources awarded through the Council by this Contract. In determining the federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Contractor expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to contract with the Council shall be based on the contract’s requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor’s fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations),

Rules of the Auditor General. EXHIBIT 2, Financial Compliance Audit Attachment to this Contract indicates state financial assistance awarded through the Council by this Contract. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by PART I of this Financial Compliance Audit Attachment shall be submitted, when required by 2 CFR §200.512 by or on behalf of the provider directly to each of the following:

Federal Audit Clearinghouse Bureau of the Census
1201 East 10th Street Jeffersonville, IN 47132

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road Sunrise, FL 33351

Additionally, copies of financial reporting packages required by PART II of this Financial Compliance Audit Attachment shall be submitted by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc.

5300 Hiatus Road Sunrise, FL 33351

The Auditor General's Office at the following address:
State of Florida Auditor General
Claude Pepper Building, Room 574
111 West Madison Street Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of six (6) years from the date the audit report is issued, and shall allow the Council or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Council or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

END OF ATTACHMENT

EXHIBIT 1**PART I: AUDIT RELATIONSHIP DETERMINATION**

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, FAC, Contractor has been determined to be:

____ Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.

X Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.

____ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes*

2 CFR §200.201 – Administrative Requirements**

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR 75; for funding passed through U.S. Department of Education, 34 CFR 80.

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

Section 215.97 & 215.971, F.S.

Chapter 69I-5, F.A.C.

State Projects Compliance Supplement

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

END OF EXHIBIT

EXHIBIT 2**FUNDING SUMMARY (2020-2021)**

Note: Title 2 CFR, as revised, and Section 215.97, F.S., require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1, be provided to Contractor. Information contained herein is a prediction of funding sources and related amounts on the contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT CONSISTS OF THE FOLLOWING:

Program Title	Year	Funding Source	CFDA/ CSFA #	Amount
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				

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

FEDERAL FUNDS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133 – Audits of States, Local Governments, Non-Project Organizations.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			\$0

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Alzheimer's Disease Initiative	General Revenue	65.002	\$195,150.00
Alzheimer's Disease Initiative	General Revenue	65.004	\$189,309.85
TOTAL AWARD			\$438,980.85

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

STATE FINANCIAL ASSISTANCE

Section 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C., State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

ATTACHMENT III**ALZHEIMER'S DISEASE INITIATIVE PROGRAM****INVOICE REPORT SCHEDULE**

<u>Report Number</u>	<u>Based On</u>	<u>Due to Council On This Date</u>
1	July Advance*	July 1
2	August Advance*	July 1
3	July Expenditure Report	August 5
4	August Expenditure Report	September 7
5	September Expenditure Report	October 7
6	October Expenditure Report	November 7
7	November Expenditure Report	December 7
8	December Expenditure Report	January 6
9	January Expenditure Report	February 7
10	February Expenditure Report	March 7
11	March Expenditure Report	April 7
12	April Expenditure Report	May 5
13	May Expenditure Report	June 7
14	June Expenditure Report	July 10
15	Final Expenditure	July 28

Legend: * Advance based on projected cash need as supported by a cash-flow analysis is or other information appropriate to demonstrate the Contractor financial need for the advance.

Note # 1: Report #1 and #2 for Advance Basis Contracts cannot be submitted to the DOEA prior to July 1 or until the Contract with the Council has been executed and a copy sent to DFS.

Note # 2: Report numbers 3 through 14 will reflect an adjustment of one twelve of the total advance amount, on each of the reports respectively, repaying advances on the contract. The adjustment will be recorded in Part C, 1 of the report.

Note # 3: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 4: Reports submitted after the 10th of the month will be processed the following month. This rule will be enforced.

ATTACHMENT IV

**BUDGET SUMMARY
PENDING**

ATTACHMENT V**Forms 105 and 106**

CONTRACT #

**CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
PROGRAM
FUNDING SOURCE**

PROVIDER NAME, ADDRESS, PHONE & FEID # PROVIDER NAME ADDRESS ADDRESS Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX FEID #: 59-XXXXXXX	TYPE OF REPORT: A. PAYMENT REQUEST: Regular ☒ Supplemental B. METHOD OF PAYMENT: Advance ☐ Reimbursement ☒	THIS REQUEST PERIOD: MONTH REPORT #: CONTRACT PERIOD: CONTRACT # PSA#: 10		
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.				
Prepared By:	Date:	Approved By:	Date:	
PART A: CONTRACT FUNDS SUMMARY	SERVICE	SERVICE	SERVICE	TOTAL
1. Approved Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00
2. Previous Funds Requested for Contract Period	\$0.00	\$0.00	\$0.00	\$0.00
3 Contract Funds Available	\$0.00	\$0.00	\$0.00	\$0.00
PART B: CONTRACT FUNDS REQUESTED:				
1. Cash Advances (1st-2nd Months)	\$0.00	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period (= to PSA #10 Form 105Z Part B, Column E)	\$0.00	\$0.00	\$0.00	\$0.00
3. Total	\$0.00	\$0.00	\$0.00	\$0.00
PART C: NET FUNDS REQUESTED:				
1. Less Overadvance	\$0.00	\$0.00	\$0.00	\$0.00
2. Contract Funds Are Hereby Requested (Part B Line 4 minus Part C line 1) (Not to exceed Part A Line 5)	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCE EARNED	\$0.00	\$0.00	\$0.00	\$0.00
Advance Remaining	\$0.00	\$0.00	\$0.00	\$0.00

PSA #10 FORM 106C, Dated July 97

AAA Office Use Only

BATCH #: _____

VENDOR ID:P-PROVIDER

DESC: PROVIDER PROGRAM MM/YYYY

ACCOUNT #: _____.

CHECK # _____ CHECK DATE: _____

INPUT: _____ APPROVAL: _____

CONTRACT #

PROVIDER NAME, ADDRESS, PHONE # and FEID#	FUNDING SOURCE:	THIS REPORT PERIOD				
PROVIDER NAME	Program	MONTH				
ADDRESS ADDRESS		REPORT #:				
Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX FEID #: 59-XXXXXXXXX		CONTRACT PERIOD: CONTRACT #				
		PSA #: 10				
CERTIFICATION: I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in the contract. Further, I certify that the attached monthly and YTD service units /undup clients' report is correct.						
Prepared By:	Date:	Approved By:	Date:			
PART a: INCOME / RECEIPTS	A. Approved Budget	B. Actual Receipts for	C. Total Receipts Year to Date	D. % Of Approved Budget		
1. Federal Funds	\$0.00	\$0.00	\$0.00	#DIV/0!		
2. State Funds						
3. Program Income						
4. Local Cash Match						
5. SUBTOTAL: CASH RECEIPTS	\$0.00	\$0.00	\$0.00	#DIV/0!		
6. Local In-Kind match						
7. TOTAL RECEIPTS	\$0.00	\$0.00	\$0.00	#DIV/0!		
PART b: UNIT COST REPORT						
(A)	(B)	(C)	(D)	(E)	(F)	(G)
SERVICE	CONTRACT AMOUNT	UNITS	UNIT RATE	AMOUNT EARNED THIS PERIOD	AMOUNT PREV. EARNED	AMOUNT EARNED YTD
<u>FIXED SERVICES</u>						
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
	\$0.00			\$0.00	\$0.00	\$0.00
PART c: OTHER REVENUE / PROGRAM INCOME		A. Total - Current Month	B. Total - Year To Date			
1.CONTRIBUTIONS: (EXCLUDES CLIENT CO-PAY COLLECTIONS)		\$0.00	\$0.00			
2.CLIENT CO-PAY ASSESSED		\$0.00	\$0.00			
3.CLIENT CO-PAY COLLECTIONS		\$0.00	\$0.00			
4.INTEREST (NET AMOUNT NOT RETURNED)		\$0.00	\$0.00			
5.MATCH VALUATION (INCLUDES CASH & IN-KIND)		\$0.00	\$0.00			

ATTACHMENT VI**CERTIFICATIONS AND ASSURANCES**

Council will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans and Cooperative Agreements**
- H. Verification of Employment Status Certification**
- I. Records and Documentation**
- J. Certification Regarding Inspection of Public Records**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative.

agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to

recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOE and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged in a boycott of Israel.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Contract and the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACT, AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Contractor and any Subcontractors of services under this Contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete

disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this Contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this Contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Contract and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire Contract term.

The Contractor shall require that the language of this certification be included in all subcontract, subgrants, and other agreements and that all subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by OMB Circulars A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation of any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 10.1 of the Standard Contract, sections and 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council, and any attorneys' fees assessed

or awarded against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Contract or services performed thereunder.

- a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S. 2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does _____ does not _____ provide for institutional memberships.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available of inspection if applicable, as stated above.

By execution of this Contract, Contractor must include these provisions (A-I) in all related subcontract agreements (if applicable).

By signing below, Contractor certifies the representations outlined in parts A through I above, are true and correct.

Signature and Title of Authorized Representative

Date

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging

Contractor

227 NW 2nd Street
Deerfield Beach, FL 33441

ATTACHMENT VII**ASSURANCES—NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	DATE SUBMITTED

ATTACHMENT VIII**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST**

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	County Broward	AAA/Contractor
227 NW 2nd Street	Completed By	
Deerfield Beach, FL 33441	Date	Phone 954-480-4449

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
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3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
---------	---------	---------	------------	---------	----------	------------	--

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with the Council? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

7. Compare the staff composition to the population. Is the staff representative of the population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the

Population? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

10. Are all benefits, services, and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

11. For in-patient services, are room assignments made without regard to race, color, national origin, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA YES NO
☐ ☐
-
13. Are employees, applicants, and participants informed of their protection against discrimination?
If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. NA NUMBER
☐ _____
-
15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If NA or NO, explain. NA YES NO
☐ ☐ ☐
-

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain. YES NO
☐ ☐
-
17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain. YES NO
☐ ☐
-
18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO
☐ ☐
-
19. Do recruitment and notification materials advise applicants, employees, and participants of nondiscrimination on the basis of disability? If NO, explain. YES NO
☐ ☐
-
20. Are auxiliary aids available to assure the accessibility of services to hearing and sight impaired individuals? If NO, explain. YES NO
☐ ☐
-

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES NO
☐ ☐
-

DOEA USE		
Reviewed By		In Compliance: YES NO*
Program Office		*Notice of Corrective Action Sent ____/____/____
Date	Telephone	Response Due ____/____/____
On-Site	Desk Review	Response Received ____/____/____

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex, and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered, or currently served by the program or facility, and list their percent by race, sex, and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOE A recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the State of Florida, Department of Elder Affairs, or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information, and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

MASTER CONTRACT

THIS MASTER CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council,” and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging** hereinafter referred to as the “Contractor”, who are collectively referred to as the “Parties.” The term Contractor for this purpose may designate a vendor, subgrantee or subrecipient, the status to be further identified in ATTACHMENT I, Exhibit-1 as necessary.

1. Purpose of Contract

The purpose of this Master Contract is to set the general terms and conditions applicable to the contracts or agreements between the Contractor and the Council for the provision of the services specified in each one of those contracts or agreements incorporating this Master Contract by reference with all its attachments and exhibits, which shall constitute in each case the entire contract document.

1.1 State of Florida, Department of Elder Affairs’ Mission Statement

To foster an environment that promotes well-being for Florida’s elders and enables them to remain in their homes and communities. The State of Florida, Department of Elder Affairs’ vision is of all Floridians aging with dignity, purpose, and independence. Area agencies, lead agencies and local service providers, as partners and stakeholders in Florida’s aging services network, are expected to support the State of Florida, Department of Elder Affairs’ mission, vision, and program priorities.

1.2 Areawide Council on Aging of Broward County, Inc.’s Mission Statement

To plan, coordinate, monitor, evaluate and fund various groups, agencies, organizations and projects relating to the elderly in Broward County, Florida; to plan, plan for, promote, provide for and provide services and activities for elderly people in Broward County, Florida; to encourage participation and involvement of volunteers, professionals, and all other persons interested in the welfare and well-being of the elderly in Broward County, Florida.

2. Incorporation of Documents within the Contract

All contracts or agreements including attachments, proposal(s), solicitation(s), service provider application(s), grant agreements, relevant to the State of Florida, Department of Elder Affairs’ handbooks, manuals or desk books executed between the Contractor and the Council shall incorporate this Master Contract by reference and be subject to the conditions set forth in this Master Contract for the duration of the contract period(s). Any and all contracts or agreements executed between the Contractor and the Council during the effective period of this Master Contract will incorporate this Master Contract by reference and shall be governed in accordance with the applicable laws, statutes, and other conditions set forth in this Master Contract.

3. Term of Contract

This Master Contract shall begin on January 1, 2020, or on the date on which the Contract has been signed by the last party required to sign it, whichever is later. It will end at midnight, Eastern Standard Time on December 31, 2022.

4. Compliance with Federal Law

4.1 If any contract or agreement incorporating this Master Contract by reference contains federal funds this section shall apply:

4.1.1 The Contractor shall comply with the provisions of 45 Code of Federal Regulations (CFR) Part 75 and/or 45 CFR Part 92, 2 CFR Part 200 and other applicable regulations.

4.1.2 If the contract or agreement incorporating this Master Contract by reference contains federal funds and is over \$100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code U.S.C. 7401 et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to the Council.

4.1.3 The Contractor, or agent acting for the Contractor, may not use any federal funds received in connection with any contract or agreement incorporating this Master Contract by reference to influence legislation or appropriations pending before the Congress or any State Legislature. The Contractor must, prior to contract execution, complete the Certification Regarding Lobbying included in ATTACHMENT II, Certifications and Assurances.

4.1.4 In accordance with Appendix II to 2 CFR Part 200, the Contractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR Part 60 and 45 CFR Part 92, if applicable.

4.1.5 A contract or agreement award with an amount expected to equal or exceed \$25,000.00 and certain other contract or agreement awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to any contract or agreement incorporating this Master Contract by reference. The Contractor shall complete and sign the Debarment and Suspension Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

4.2 The Contractor shall not employ an unauthorized alien. The Council will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation will be cause for unilateral cancellation of this Master Contract and any contract or agreement incorporating this Master Contract by reference by the Council.

4.3 If the Contractor is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the Pension Protection Act of 2006 or for any other reason, the Contractor must notify the Council in writing within thirty (30) days of receiving the IRS notice of revocation.

- 4.4 The Contractor shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.
- 4.5 Unless exempt under 2 CFR Part 170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.
- 4.6 To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, Contractor agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract or agreement term. The Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment eligibility of all new employees hired by the subcontractor during any contract or agreement term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. The Contractor shall complete and sign the Verification of Employment Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

5. Compliance with State Law

- 5.1 This Master Contract and any contract or agreement incorporating this Master Contract by reference is executed and entered into with the Council, with the pass through funding from the State of Florida, Department of Elder Affairs, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.
- 5.2 The Contractor shall comply with requirements of Section 287.058, F.S. as amended.
 - 5.2.1 The Contractor shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this Master Contract and any contract or agreement incorporating this Master Contract by reference, which the Council's Contract Manager must receive and accept in writing prior to payment. Expenditures pursuant to any contract or agreement incorporating this Master Contract by reference, must be in compliance with Section 215.97, F.S. and Section 215.971, F.S. and laws, rules, and regulations, including, but not limited to, the Reference Guide for State Expenditures.
 - 5.2.2 The Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
 - 5.2.3 If itemized payment for travel expenses is permitted in any contract or agreement incorporating this Master Contract by reference, the Contractor shall submit bills for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this Master Contract and any contract or agreement incorporating this Master Contract by reference. The current state rate for reimbursement of travel in a privately owned vehicle is \$0.445 per mile.
 - 5.2.4 The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in Subsection 119.011(12), F.S., made or received by the Contractor in conjunction with any contract or agreement incorporating this Master Contract by reference, except for those records which are made confidential or exempt by law. The Contractor's refusal to comply with this provision will constitute an immediate breach of contract or agreement for which the Council may unilaterally terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference.

- 5.3 If clients are to be transported under any contract or agreement incorporating this Master Contract by reference, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, F. A. C.
- 5.4 Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.
- 5.5 The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.
- 5.6 The Council may, at its option, terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference, if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List, or if the Contractor has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel. The Contractor shall complete and sign the Scrutinized Companies Lists Certification, included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.
6. **Cooperation with the Inspector General**
Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S. The Contractor further agrees that it shall include, in related subcontracts, a requirement that subcontractors performing work or providing services pursuant to any contract or agreement that incorporates this Master Contract by reference, agree to cooperate with the Inspector general in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S.
7. **Background Screening**
The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.
- 7.1 To demonstrate compliance with this provision, Contractor shall submit annually, no later than January 5th, the completed ATTACHMENT VII, Background Screening Affidavit of Compliance.
- 7.2 Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doca/backgroundscreening.php>.

Any report that implies criminal intent on the part of the Contractor or any subcontractors and referred to a governmental or investigatory agency, must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material

concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

8. Grievance and Complaint Procedures

8.1 Grievance Procedures

The Contractor shall comply with and ensure compliance with the Minimum Guideline for Recipient Grievance Procedures, Appendix D, Department of Elder Affairs Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

8.2 Complaint Procedures

The Contractor shall develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and the determination of the complaint.

9. Public Records and Retention

By execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference, Contractor agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

- 9.1** Keep and maintain public records required by the Council to perform the contracted services.
- 9.2** Upon request from the Council's custodian of public records, provide the Council a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- 9.3** 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 Contractor does not transfer the records to the Council.
- 9.4** Upon completion of the contract or agreement incorporating this Master Contract by reference, the Contractor will either transfer, at no cost to the Council, all public records in possession of the Contractor, or will keep and maintain public records required by the Council. If the Contractor transfers all public records to the Council upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Council in a format that is compatible with the information technology systems of the Council.
- 9.5** The Council may unilaterally cancel any contract or agreement incorporating this Master Contract by reference, notwithstanding any other provisions of this Master Contract, for refusal by the Contractor to comply with Section 8 of this Master Contract by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction

with this Master Contract or any contract or agreement incorporating this Master Contract by reference, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MASTER CONTRACT OR ANY CONTRACT THAT INCORPORATES THIS MASTER CONTRACT BY REFERENCE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351**

(954) 745-9567

10. Audits, Inspections, Investigations

- 10.1** The Contractor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Council under this Master Contract and any contract or agreement incorporating this Master Contract by reference. Contractor shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under any contract or agreement which incorporates this Master Contract by reference. Whenever appropriate, financial information should be related to performance and unit cost data.
- 10.2** The Contractor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to any contract or agreement which incorporates this Master Contract by reference for a period of six (6) years after completion of the contract or agreement incorporating this Master Contract by reference or longer when required by law. In the event an audit is required for any contract or agreement incorporating this Master Contract by reference, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any contract or agreement incorporating this Master Contract by reference, at no additional cost to the Council.
- 10.3** Upon demand, at no additional cost to the Council, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.
- 10.4** The Contractor shall assure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Council.
- 10.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Council and federal auditors, pursuant to 45 CFR Part 75, will be allowed full access to and the right to examine any of the Contractor's contracts or agreements, related records and documents pertinent to any contract or agreement, regardless of the form in which it is kept.
- 10.6** The Contractor shall provide a financial and compliance audit to the Council as specified in ATTACHMENT I of this Master Contract and ensure that all related third-party transactions are disclosed to the auditor.

11. Nondiscrimination-Civil Rights Compliance

- 11.1** The Contractor shall execute assurances in ATTACHMENT III, Assurances-Non-Construction Programs, that it will not discriminate against any person in the provision of services or benefits under any contract or agreement incorporating this Master Contract by reference or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, sub grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex. The Contractor shall complete and sign ATTACHMENT III, Assurances-Non-Construction Programs, prior to the execution of this Master Contract.
- 11.2** During the term of this Master Contract and any contract or agreement incorporating this Master Contract by reference, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, ATTACHMENT IV.
- 11.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through any contract or agreement incorporating this Master Contract by reference. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 11.4** If any contract or agreement incorporating this Master Contract by reference, contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.
- 12. Monitoring by the Council**
The Contractor shall allow persons duly authorized by the Council to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor which are relevant to this Master Contract and any contract or agreement which incorporates this Master Contract by reference, and to interview any clients, employees and subcontractor employees of the Contractor to assure the Council of the satisfactory performance of the terms and conditions of any contract or agreement which incorporates this Master Contract by reference. Following such review, the Council will provide a written report of its findings to the Contractor, and where appropriate, the Contractor shall develop a corrective action plan. The Contractor hereby agrees to correct all deficiencies identified in the corrective action plan in a timely manner as determined by the Council.
- 13. Provision of Services**
The Contractor shall provide services in the manner to be described in subsequent contracts or agreements incorporating this Master Contract by reference.

14. Coordinated Monitoring with Other Agencies

If the Contractor receives funding from one or more State of Florida's human service agencies, in addition to the State of Florida, Department of Elder Affairs through the Council, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of any contract or agreement incorporating this Master Contract by reference, and pursuant to Section 287.0575, F.S. as amended, State of Florida's human service agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, the Department of Veterans Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Contractor will comply and cooperate with all monitors, inspectors, or investigators.

15. New Contract(s) Reporting

The Contractor shall notify the Council within ten (10) days of entering into a new contract or agreement with any of the five (5) state human service agencies. The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) contract or agreement start and end dates; (4) contract or agreement amount; (5) contract or agreement description and commodity or service; and (6) Contract Manager name and number. In complying with this provision, and pursuant to Section 287.0575, F.S. as amended, the Contractor shall complete and provide the information in ATTACHMENT VI, Provider's State Contracts List.

16. Indemnification

The Contractor shall indemnify, save, defend, and hold harmless the Council and its agents and employees and the State of Florida and its agents and employees and the State of Florida, Department of Elder Affairs and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference or performance of the services provided for herein. It is understood and agreed that the Contractor is not required to indemnify the Council for claims, demands, actions or causes of action arising solely out of the Council's negligence. Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 14 is not applicable to contracts or agreements executed between the Contractor, the Council and state agencies or subdivisions defined in Section 768.28(2), F.S.

17. Insurance and Bonding

- 17.1** The Contractor shall provide continuous adequate liability insurance coverage during the existence of any contract or agreement incorporating this Master Contract by reference and any renewal(s) and extension(s) of it. By execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference, unless it is a state agency or subdivision as defined by Subsection 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under any contract or agreement incorporating this Master Contract by reference. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under any contract or agreement incorporating this Master Contract by reference. The Contractor shall ensure that the Council has the most current written verification of insurance coverage throughout the term of any contract or agreement incorporating this Master Contract by reference. Such coverage may be provided by a self-insurance program established and operating under the laws of the State

of Florida. The Council reserves the right to require additional insurance as specified in any contract or agreement incorporating this Master Contract by reference.

- 17.2** Throughout the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Contractor authorized to handle funds received or disbursed under all contracts or agreements incorporating this Master Contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

18. Health Insurance Portability and Accountability Act

The Contractor shall not use or disclose any information concerning a recipient of services under any contract or agreement incorporating this Master Contract by reference, for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law. Where applicable, the Contractor shall comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.), as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

The Council, as a covered entity, and the Contractor, as a business associate, shall comply with the provisions of 45 CFR Part 164 by entering into a Business Associate Agreement, ATTACHMENT IX, to ensure that the business associate will appropriately safeguard Protected Health Information (PHI).

19. Incident Reporting

- 19.1** The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates this Master Contract by reference. Such notice shall be made orally to the Council's Contract Manager (by telephone) with an email to immediately follow.
- 19.2** The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Contractor and its employees.

20. Bankruptcy Notification

During the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall immediately notify the Council if the Contractor, its assignees, Subcontractors or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to the Council: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and, (4) the name address, and telephone number of the bankruptcy attorney.

21. Sponsorship and Publicity

- 21.1** As required by Section 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through

any contract or agreement incorporating this Master Contract by reference, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name), Areawide Council on Aging of Broward County, Inc., and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Areawide Council on Aging of Broward County, Inc. and State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization.

- 21.2** The Contractor shall not use the words "Areawide Council on Aging of Broward County, Inc. and the State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Council prior to use.

22. Assignments

- 22.1** The Contractor shall not assign the rights and responsibilities under any contract or agreement incorporating this Master Contract by reference without the prior written approval of the Council, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Council will constitute a material breach of the contract or agreement.
- 22.2** The Council is at all times entitled to assign or transfer, in whole or part, its rights, duties, or obligations under any contract or agreement to another contractor in Broward County, upon giving prior written notice to the Contractor. In the event the Council approves transfer of the Council's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the contract or agreement. Notwithstanding the foregoing, should the Council assign the duties, rights, or obligations hereunder to a provider, individual, or entity who has been excluded, debarred, suspended, or otherwise deemed ineligible to participate in a Federal Health Care Program, including but not limited to Medicare or Medicaid, Contractor shall be entitled to immediately terminate this Agreement with no further obligations and with no liability, cost, penalty, or imposition of any damages.
- 22.3** This Master Contract and any contract or agreement incorporating this Master Contract by reference shall remain binding upon the successors in interest of either the Contractor or the Council.

23. Subcontracts

The Contractor is responsible for all work performed and for all commodities produced pursuant to any contract or agreement incorporating this Master Contract by reference, whether actually furnished by the Contractor or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Council deems necessary. The Contractor further agrees that the Council will not be liable to the subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Council against any such claims as permitted by law.

- 23.1** The Contractor shall promptly pay any subcontractor upon receipt of payment from the Council. Failure to make payments to any subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in any contract or agreement incorporating this Master Contract by reference between the Contractor and subcontractor, will result in a penalty as provided by statute.

24. Funding Obligations

- 24.1** The Council acknowledges its obligation to pay the Contractor for the performance of the Contractor's duties and responsibilities set forth in any contract or agreement incorporating this Master Contract by reference.
- 24.2** The Council shall not be liable to the Contractor for costs incurred or performance rendered unless such costs and performances are in accordance with the terms and conditions of any contract or agreement executed between the Parties, which incorporates this Master Contract by reference, including but not limited to terms, governing the Contractor's promised performance and unit rates and/or reimbursement capitations specified.
- 24.3** The Council shall not be liable to the Contractor for any expenditures which are not allowable costs as defined in 45 CFR, Parts 74 and 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules.
- 24.4** The Council shall not be liable to the Contractor for expenditures made in violation of regulations promulgated under the Older Americans Act, as amended, or in violation of applicable state and federal laws, rules, or provisions of any contract or agreement incorporating this Master Contract by reference.

25. Independent Capacity of Contractor

It is the intent and understanding of the Parties that the Contractor, or any of its subcontractors, are independent contractors and are not employees of the Council or the State of Florida, Department of Elder Affairs and shall not hold themselves out as employees or agents of the Council or the State of Florida, Department of Elder Affairs without specific authorization from the Council. It is the further intent and understanding of the Parties that the Council does not control the employment practices of the Contractor and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Contractor. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Contractor will be the sole responsibility of the Contractor.

26. Payment

- 26.1** Payments shall be made to the Contractor pursuant to Section 215.422, F.S., as services are rendered and invoiced by the Contractor. The Council's Finance Director will have final approval of the invoice for payment, and will approve the invoice for payment only if the Contractor has met all terms and conditions of any contract or agreement incorporating this Master Contract by reference, unless the bid specifications, purchase order, or the contract or agreement specify otherwise. The approved invoice will be submitted to the Council's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of Section 215.422, F.S.
- 26.2** The Contractor agrees to submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre audit and post audit thereof. The Contractor shall comply with the particular requirements under the following laws and guidelines that are applicable to the contracts or agreements incorporating this Master Contract by reference: (a) paragraph (16) (b) of Section 216.181, F.S., regarding advances; (b) paragraph 69I-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and, (c) the Invoice Requirements of the Reference Guide for State

Expenditures from the Department of Financial Services at: (https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf). The Contractor certifies that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables contracts or agreements incorporating this Master Contract by reference, including paid subcontractor invoices, and will be produced upon request by the Council. The Contractor further certifies that reimbursement requested is only for allowable expenses as defined in the laws and guiding circulars cited in Sections four (4) and five (5) of this Master Contract, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the Contractor's approved service provider application as developed in accordance with and pursuant to Section 306(a) of the Older Americans Act of 1965, as amended.

- 26.3** The Contractor shall provide units of deliverables, including reports, findings, and drafts as specified in the contracts or agreements and attachments which incorporate this Master Contract by reference, and the service provider application developed by the Contractor (pursuant to Section 306(a) of the Older Americans Act), to be received and accepted by the Contract Manager prior to payment.

27. Return of Funds

The Contractor shall return to the Council any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of any contract or agreement incorporating this Master Contract by reference that were disbursed to the Contractor by the Council. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the Council. In the event that the Council first discovers an overpayment has been made, the Finance Director, on behalf of the Council, will notify the Contractor in writing of such findings. Should repayment not be made forthwith, the Contractor shall be charged at the lawful rate of interest on the outstanding balance pursuant to Section 55.03, F.S., after Council notification or Contractor discovery.

28. Data Integrity and Safeguarding Information

The Contractor shall insure an appropriate level of data security for the information the Contractor is collecting or using in the performance of any contract or agreement incorporating this Master Contract by reference. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software must be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Contractor shall maintain written procedures for computer system backup and recovery. The Contractor shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

29. Computer Use and Social Media Policy

The State of Florida, Department of Elder Affairs has implemented a Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, other-personal-services and volunteers, including all personnel affiliated with third

parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the State of Florida, Department of Elder Affairs' computer resource systems must comply with the State of Florida, Department of Elder Affairs' Social Media Policy, ATTACHMENT V, regarding social media. Social Media includes, but is not limited to blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube.

30. Conflict of Interest

The Contractor shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Contractor or subcontractor shall participate in selection, or in the award of a contract or agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Contractor's Board of Directors and management must disclose to the Council any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of any contract or agreement incorporating this Master Contract by reference. The Contractor's employees must make the same disclosures described above to the Contractor's Board of Directors. Compliance with this provision will be monitored.

31. Public Entity Crime

Pursuant to Section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract or agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

32. Purchasing

- 32.1** The Contractor may purchase articles which are the subject of or are required to carry out any contract or agreement from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in Subsections 946.515(2) and (4), F.S. For purposes of this Master Contract, the Contractor will be deemed to be substituted for the Council insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

32.2 The Contractor may procure any recycled products or materials, which are the subject of or are required to carry any contract or agreement incorporating this Master Contract by reference, in accordance with the provisions of Section 403.7065, F.S.

32.3 The Contractor may purchase articles that are the subject of, or required to carry out, any contract or agreement from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S. For purposes of any contract or agreement incorporating this Master Contract by reference, the Contractor shall be deemed to be substituted for the Council insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>. This clause is not applicable to subcontractors unless otherwise required by law.

33. Patents, Copyrights, Royalties

If any contract or agreement incorporating this Master Contract by reference is awarded state funding and if any discovery, invention or copyrightable material is developed, produced or for which ownership was purchased in the course of or as a result of work or services performed under any contract or agreement incorporating this Master Contract by reference, the Contractor shall refer the discovery, invention or material to the Council to be referred to the State of Florida, Department of Elder Affairs and/or the Department of State. Any and all patent rights or copyrights accruing under any contract or agreement incorporating this Master Contract by reference are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to Section 287.0571 (5) (k), the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in any contract or agreement incorporating this Master Contract by reference.

33.1 If the primary purpose of any contract or agreement incorporating this Master Contract by reference is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to Paragraph 33.

33.2 If any contract or agreement incorporating this Master Contract by reference is awarded solely federal funding, the terms and conditions are governed by 2 CFR §200.315 or 45 CFR §75.322, as applicable.

33.3 Notwithstanding the foregoing provisions, if the Contractor or one of its subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but the State of Florida, Department of Elder Affairs shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Contractors, subcontractors or assignees of any resulting patented, copyrighted or trademarked work products.

34. Emergency Preparedness and Continuity of Operations

34.1 If the tasks to be performed pursuant to any contract or agreement incorporating this Master Contract by reference include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Contractor shall, within thirty (30) calendar days of the execution of any contract or agreement, submit to the Council verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Council of emergency provisions.

- 34.2** In the event a situation results in a cession of services by a subcontractor, the Contractor shall retain responsibility for performance under any contract or agreement incorporating this Master Contract by reference and must follow procedures to ensure continuity of operations without interruption.

35. Equipment

- 35.1** Equipment means: (a) an article of nonexpendable, tangible personal property, including information technology systems, having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$5,000.00 [for federal funds - 2 CFR §200.33 and 45 CFR §75.2, as applicable], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of \$1,000.00 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].
- 35.2** Contractors and subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of equipment, any loss damage, or theft must be investigated [45 CFR §75.320(d)(3)]; (d) maintenance procedures to keep the equipment in good condition; and (e) if the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return. The property records must be maintained on file and shall be provided to the Council upon request. The Contractor shall promptly investigate, fully document and fully document and notify the Council's Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the Council's Contract Manager.
- 35.3** The Contractor's property management standards for equipment (including replacement equipment), whether acquired in whole or in part with federal funds and federally-owned equipment shall, as a minimum, meet the following requirements and to include accurately maintained equipment records with the following information:
- (1) Property records must be maintained that include a description of the equipment;
 - (2) Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
 - (3) Source of funding for the equipment, including the federal award identification number;
 - (4) Whether title vests in the Contractor or the federal government;
 - (5) Acquisition date (or date received, if the equipment was furnished by the federal government) and cost;
 - (6) Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
 - (7) Location, use and condition of the equipment and the date the information was reported;
 - (8) Unit acquisition cost; and
 - (9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.

- 35.4** Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$1,000.00 is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Contractor [for federal funds see 2 CFR §200.313(a) and 45 CFR §75.320(a), as applicable], subject to the conditions of 2 CFR Part 200 and/or 45 CFR Part 75. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this Master Contract or any contract or agreement incorporating this Master Contract by reference, or identified in the sub agreements with subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F. S. and 60A-1.017, F. A. C. and 2 CFR Part 200 and/or 45 CFR Part 75.
- 35.5** The Contractor shall not dispose of any equipment or materials provided by the Council or the State of Florida, Department of Elder Affairs, or purchased with funds provided through any contract or agreement incorporating this Master Contract by reference without first obtaining the approval of the Council. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the Council. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).
- 35.6** The Council will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR §200.313 or 45 CFR §75.320, as applicable.
- 35.7** Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through contracts or agreements covered under any contract or agreement incorporating this Master Contract by reference without the prior approval of the Council. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b United States Code. Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of Section 216.348, F. S.
- 35.8** Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 35.9** Contractor must adhere to the State of Florida, Department of Elder Affairs' procedures and standards when purchasing Information Technology Resources (ITR) as part of any contract or agreement incorporating this Master Contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. Contractor shall secure written approval through the Council's Contract Manager prior to the purchase of any ITR. Contractor shall not be reimbursed for any purchase made prior to the written approval. The completed ITR worksheet shall be maintained in the Contractor's LAN administrator's file and must be provided to the Council upon request. The Contractor has the responsibility to require any subcontractors to comply with the State of Florida, Department of Elder Affairs' ITR procedures.

36. PUR 1000 Form

The PUR 1000 Form is hereby incorporated by reference and available at: http://www.myflorida.com/apps/vbs/adoc/F7740_PUR1000.pdf.

In the event of any conflict between the PUR 1000 Form and any terms or conditions of any contract or agreement the terms or conditions of any contract or agreement shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

37. Use of State Funds to Purchase or Improve Real Property

Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

38. Dispute Resolution

Any dispute concerning performance of any contract or agreement incorporating this Master Contract by reference that cannot be resolved by agreement of both Parties shall be decided by the Council's Executive Director, who shall reduce the decision to writing and serve a copy on the Contractor, provided, however, that a party is not precluded from filing any action in a state court of competent jurisdiction if the decision of the Council's Executive Director is unsatisfactory to such party.

39. Financial Consequences of Non-Performance

If the Contractor fails to meet the minimum level of service or performance identified in any contract or agreement incorporating this Master Contract by reference, or that is customary for the industry, then the Council must apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to contract or agreement suspension, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, and/or cancellation of any contract or agreement and reacquiring services from an alternate source.

- 39.1** The Contractor will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the Council and/or the State of Florida, Department of Elder Affairs.

40. No Waiver of Sovereign Immunity

Nothing contained in any contract or agreement incorporating this Master Contract by reference is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

41. Venue

If any dispute arises out of any contract or agreement incorporating this Master Contract by reference, the venue of such legal recourse will be Broward County, Florida.

42. Entire Contract

This Master Contract and any contract or agreement incorporating this Master Contract by reference, contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon the Council or the Contractor unless expressly

contained herein or by a written subsequent contract, agreement and/or amendment to this Master Contract signed by both Parties.

43. Force Majeure

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

44. Severability Clause

The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable the other provisions are severable to that void provision and shall remain in full force and effect.

45. Condition Precedent to Contract Appropriations

The Parties agree that the Council's performance and obligation to pay under any contract or agreement incorporating this Master Contract by reference is contingent upon an annual appropriation by the State Legislature. In the event such an appropriation is not made, the Contractor will not be entitled to file a claims bill.

46. Addition/Deletion

The Parties agree that the Council reserves the right to add or to delete any of the services required under any contract or agreement incorporating this Master Contract by reference when deemed to be in Broward County's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

47. Waiver

The delay or failure by the Council to exercise or enforce any of its rights under any contract or agreement incorporating this Master Contract by reference will not constitute or be deemed a waiver of the Council's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

48. Compliance

The Contractor shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current State statutes, laws, rules and regulations. The Parties agree that failure of the Contractor to abide by these laws shall be deemed an event of default of the Contractor, and subject any contract or agreement incorporating this Master Contract by reference, to immediate, unilateral cancellation of the contract or agreement at the discretion of the Council.

49. Final Invoice

The Contractor shall submit the final invoice for payment to the Council as specified in any contract or agreement incorporating this Master Contract by reference. If the Contractor fails to submit final request for payment as specified in any contract or agreement, then all rights to payment may be forfeited and the Council may not honor any requests submitted. Any payment due under the terms of any contract or agreement incorporating this Master Contract by reference may be withheld until all required documentation and reports due from the Contractor and necessary adjustments thereto have been approved by the Council.

50. Renegotiations or Modifications

Modifications of the provisions of any contract, agreement, and this Master Contract shall be valid only when they have been reduced to writing and duly signed by both Parties. The rate of payment and the total dollar amount may be adjusted retroactively for any contract or agreement incorporating this Master Contract by reference to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Council's operating budget.

51. Suspension of Work

The Council may in its sole discretion suspend any or all activities under this Master Contract and any contract or agreement incorporating this Master Contract by reference, at any time, when in the best interests of the Council to do so. The Council shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the Council shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

52. Termination**52.1 Termination for Convenience**

Either party, by written notice to the other party, may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference in whole or in part when the party determines in its sole discretion that it is in the party's interest to do so and reasonable notice, no less than thirty (30) calendar days is provided, unless a sooner time is mutually agreed upon in writing. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. Neither party shall be entitled to recover any cancellation charges or lost profits.

52.2 Termination for Cause

The Council may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference if the Contractor fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of this Master Contract and any contract or agreement incorporating this Master Contract by reference, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated.

Further, this Agreement may be terminated by Contractor for cause. For purposes of this Agreement, "cause" shall mean any material breach of this Master Contract, and failure to cure such breach within thirty (30) days following written notice of such breach.

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform any contract or agreement incorporating this Master Contract by reference arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the

subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtained from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Council. The rights and remedies of the Parties in this clause are in addition to any other rights and remedies provided by law or under this Master Contract.

- 52.3** All electronically stored records shall be provided to the Council in a format that is compatible with the Council's and the State of Florida, Department of Elder Affairs' information technology systems.

53. Electronic Records and Signature

The Council authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Master Contract and any contract or agreement which incorporates this Master Contract by reference. A Contractor that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the *Uniform Electronic Transaction Act*, Section 668.50, F.S. All electronic records must be fully auditable; are subject to *Florida's Public Records Law*, chapter. 119, F.S.; must comply with Section 28, *Data Integrity and Safeguarding Information*; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by any contract or agreement incorporating this Master Contract by reference.

- 53.1** The Council's authorization pursuant to this section does not authorize electronic transactions between the Contractor and the Council. The Contractor is authorized to conduct electronic transactions with the Council only upon further written consent by the Council.

- 53.2** Upon request by the Council, the Contractor shall provide the Council with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Council of any document that was originally in electronic form with an electronic signature must indicate the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

54. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

55. Enforcement

The Council may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor's designation as a Contractor, if the Council finds that:

- (1) An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating this Master

Contract by reference, or substantially and negatively affected the operation of services covered under any contract or agreement;

- (2) The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
- (3) The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;
- (4) The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
- (5) The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this Master Contract and any contract or agreement incorporating this Master Contract by reference;
- (6) The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; and/or
- (7) The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.

55.1 In the alternative, the Council may, at its sole discretion, take immediate measures against the Contractor, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Contractor on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S.

55.2 In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating this Master Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.

55.3 Use of Service Dollars/Wait List Management

The Contractor is expected to spend all federal, state, and other funds provided by the Council, for the purpose specified in each contract or agreement incorporating this Master Contract by reference. The Contractor must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period, for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to another Contractor during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

55.4 The Contractor agrees to distribute funds as detailed in the service provider application and the Budget Summary, included in each contract or agreement incorporating this Master Contract by reference. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require a contract amendment.

55.5 Surplus/Deficit Report

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council's Contract Manager by the 5th of each month. This report is for all contracts or agreements incorporating this Master Contract by reference between the Contractor and the Council. The report will include the following:

- (1) A list of all services and their current status regarding surplus or deficit;

- (2) The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;
- (3) Recommendations to transfer funds to resolve surplus/deficit spending;
- (4) Input from the Contractor's Board of Directors on resolution of spending issues, if applicable;
- (5) Number of clients currently on Assessed Prioritized Consumer List (APCL), that receive a priority ranking score of 4 or 5; and
- (6) Number of clients currently on the APCL designated as Imminent Risk.

56. Official Payee and Representatives (Names, Address, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Master Contract, and mailing address of the official payee to whom the payment will be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under Master Contract is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Contract Manager for the Council for this Master Contract is:	Marie Laurent Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice will be provided in writing to the other party and the notification attached to the originals of this Master Contract.		

57. Selection of A Project Director

- 57.1** In the event the representative of the Contractor, responsible for administration of the Program (Project Director), resigns, is terminated, or for other reasons, no longer is responsible for the Contract, the Contractor will submit, at a minimum, the names and credentials of three finalists being considered for the Project Director's vacancy. The Council will review and either approve or disapprove the candidates' credentials within ten (10) working days of such notification. Final

selection of the Project Director will be made by the administering agency of the Contractor from the approved listing.

57.2 The qualifications of the person, selected to be a new Project Director, must receive approval by the Council prior to appointment. The following steps constitute the required process:

- (1) The Contractor will notify the Council of its recruitment methods. This notification must permit reasonable opportunity for the Council to comment and offer technical assistance on the recruitment plan. The plan must contain:
 - a. appropriate and reasonable effort to recruit applicants on a non-discriminatory basis.
 - b. information on where, when, how, and how long the vacancy will be advertised.
 - c. the methodology for accepting applications.
 - d. the methodology for screening applications/applicants.
 - e. the criteria which will be applied to determine three-to-five persons qualified for the position.
 - f. the education, training, and or experience deemed essential for the position as determined by the Contractor.
- (2) The Contractor will provide the Council with the application or resume' of persons deemed best qualified.
- (3) Council will, within ten (10) working days, review the application/resume of the candidates and offer comments on their qualifications.
- (4) After review and comment by Council, the Contractor is authorized to hire any of the individuals which have been deemed by the Council to meet the qualifications for the Project Director's position.

57.3 If Council determines that none of the proposed candidates meet the qualifications for Project Director, the Contractor must repeat the recruitment cycle.

57.4 The Contractor will repeat the recruitment cycle if the qualifications are judged by the Council to be insufficient.

57.5 At any time there is a vacancy for a Project Director, the Contractor must immediately appoint an "Acting" Project Director, and notify the Council upon appointment. No person may serve as an "Acting" Director for more than 120 calendar days without prior written approval of the Council.

58. All Terms and Conditions Included

This Master Contract and its attachments, I - VIII and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Master Contract will supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Master Contract, the Parties agree that they have read and agreed to the entire contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the Parties hereto have caused this 54- page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

City of Deerfield Beach, Florida /
Northeast Focal Point Senior Center dba
Department of Active Aging

Areawide Council on Aging of
Broward County, Inc.

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE



SIGNED BY



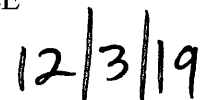
SIGNED BY

BILL GANZ
NAME

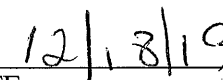
PAULINE GRANT
NAME

MAYOR
TITLE

PRESIDENT
TITLE



DATE



DATE

FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30

ATTACHMENT I**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council and the State of Florida, Department of Elder Affairs, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Council and/or the State of Florida, Department of Elder Affairs staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Master Contract, and any contract or agreement incorporating this Master Contract by reference, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Council to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council, the State of Florida Chief Financial Officer (CFO) or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Funding Summary indicates federal resources awarded through the Council. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Contractor expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of thirty (30) days after receipt of the audit report or nine (9) months after the end of the Contractor's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Funding Summary indicates state financial assistance awarded through the Council. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I- 5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than nine (9) months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of any contract incorporating this Master Contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR §200.512

by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Additionally, copies of financial reporting packages required by this Master Contract's Financial Compliance Audit Attachment, Part II shall be submitted by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351

The Auditor General's Office at the following address:

State of Florida Auditor General Claude Pepper Building, Room 574
111 West Madison Street, Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this Master Contract and any contract incorporating this Master Contract by reference shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Master Contract and any contract incorporating this Master Contract by reference for a period of six (6) years from the date the audit report is issued, and shall allow the Council and/or the State of Florida, Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO) or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Council and/or the State of Florida, Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO), or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

END OF ATTACHMENT

ATTACHMENT I EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Contractor has been determined to be:

☐ Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.

☒ Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.

☐ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub-recipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes* 2 CFR §200.201 – Administrative Requirements**

2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

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

Sections 215.97 & 215.971, F.S.

Chapter 69I-5, F.A.C.

State Projects Compliance Supplement Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

END OF EXHIBIT

ATTACHMENT II**CERTIFICATIONS AND ASSURANCES**

Council will not award this Master Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of any contract or agreement incorporating this Master Contract by reference, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. Certification Regarding Public Entity Crimes, Section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements**
- H. Verification of Employment Status Certification**
- I. Records and Documentation**
- J. Certification Regarding Inspection of Public Records**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Master Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Master Contract and any contract incorporating this Master Contract by reference was made or entered into. Submission of this certification is a prerequisite for making or entering into this Master Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially

assisted program or activity. Contractor understands that DOE and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in Section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not participating in a boycott of Israel.

If any contract or agreement incorporating this Master Contract by reference is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Master Contract and any contract or agreement incorporating this Master Contract by reference and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify any of the statements in this certification, Contractor shall attach an explanation to this Master Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Contractor and any subcontractors of services under this Master Contract or any contracts or agreements incorporating this Master Contract by reference have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of

outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

2. Management Information Systems used by the Contractor, subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.

3. If any contract or agreement incorporating this Master Contract by reference includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

5. The Contractor and any subcontractors of services under any contract or agreement incorporating this Master Contract by reference warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Master Contract or any contract or agreement incorporating this Master Contract by reference, and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to any contract or agreement incorporating this Master Contract by reference utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire contract term. The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract and any contract or agreement incorporating this Master Contract by reference imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or any party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 8.1 and 8.2 of this Master Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council and any attorneys' fees assessed or awarded

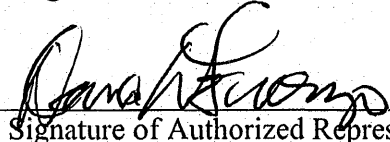
against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Master Contract or any contract or agreement incorporating this Master Contract by reference, or services performed thereunder. a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.

2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (State of Florida, Department of Elder Affairs) are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does does not ☒ provide for institutional memberships, as referenced in Section J.2. of this Attachment.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available for inspection as stated above.

By execution of this agreement, Contractor must include these provisions (A-J) by reference in all related subcontract agreements (if applicable) and Contractor certifies the representations outlined in parts A through J above, are true and correct.



Signature of Authorized Representative

12/3/19
Date

Director of Active Aging
Title

City of Deerfield Beach, Florida /

Northeast Focal Point Senior Center dba Department of Active Aging

Contractor

227 NW 2nd Street, Deerfield Beach, FL 33441

Address

ATTACHMENT III**ASSURANCES—NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), regarding labor standards for federally assisted construction sub agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

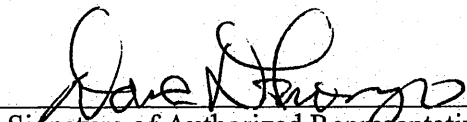
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.


Signature of Authorized Representative

12/3/19
Date

Director of Active Aging
Title

City of Deerfield Beach, Florida /
Northeast Focal Point Senior Center dba Department of Active Aging
Contractor

227 NW 2nd Street, Deerfield Beach, FL 33441
Address

ATTACHMENT IV

**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST**

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	County: Broward	PSA10
227 NW 2nd Street	Completed By:	
Deerfield Beach, FL 33441	Date	Phone: 954-480-4449

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
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3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with Council? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

7. Compare the staff composition to the population. Is staff representative of the population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain.

NA YES NO

☐ ☐ ☐

13. Are employees, applicants and participants informed of their protection against discrimination?

NA YES NO

☐ ☐ ☐If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain.

14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility.

NA NUMBER

☐ _____

15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If NA or NO, explain.

NA YES NO

☐ ☐ ☐**PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES**

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain.

YES NO

☐ ☐

17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain.

YES NO

☐ ☐

18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain.

YES NO

☐ ☐

19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain.

YES NO

☐ ☐

20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain.

YES NO

☐ ☐**PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.**

21. Do you have a written affirmative action plan? If NO, explain.

YES NO

☐ ☐**DOEA USE ONLY**

Reviewed By		In Compliance: YES NO*
Program Office		*Notice of Corrective Action Sent ____/____/____
Date	Telephone	Response Due ____/____/____
On-Site	Desk Review	Response Received ____/____/____

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOE A recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the Florida State of Florida, Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504. 45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504. 45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

Social Media Policy

1.0 Purpose

The purpose of this policy is to establish guidelines for the use of social media. This policy must be followed in conjunction with the Department's Computer Use Policy #420.10, Chapter 60L-36, Conduct of Employees, Florida Administrative Code, and any other personnel policies regarding employee conduct.

2.0 Scope

This policy applies to employees, contracted employees, consultants, OPS, and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the Department's computer resource systems must comply with this policy. This policy applies to use of personal social media accounts accessed from both personal and DOEA owned or leased computers and other wireless communication devices such as cell phones and personal digital assistants.

3.0 Policy

Social media is a term commonly used to describe websites and online tools which allow users to interact with each other by sharing information, opinions, knowledge and interests. Social media includes, but are not limited to, blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, SMS (texting), social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube.

The Department recognizes that social media are powerful communications tools that can be used to enhance services, promote collaboration, provide information and for personal enrichment. The Department respects the rights of employees to use these tools as a medium of self-expression. The Department also recognizes that permitting the use of such tools is not without risk, and has developed the following guidelines that employees must observe when using social media.

Please be aware that the Department's official electronic business is primarily conducted via the Department's email system therefore; if employees, contracted employees, consultants, OPS, and volunteers use social media to conduct official Department business then they must provide notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's or entity's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

4.0 Guidelines for Employees

4.1 Respect Department time and property: Use of Department computers and other wireless communication devices are designed and intended to assist the employee in the accomplishment of the employee's job assignments. Social networking must not interfere with the employee's timely performance of work obligations. Reasonable use of social media for personal use is permitted during breaks and lunch. Excessive use of social media during work hours is prohibited and may be grounds for disciplinary action as provided in Chapter 60L-36, Florida Administrative Code.

4.2 Confidential Information: Employees are prohibited from posting any confidential, proprietary, copyrighted, protected health information (PHI) or otherwise legally protected information or materials on their social networking accounts.

4.3 Respectful Communications: State Employees must remember to conduct themselves, on and off the job, in a manner that will not bring discredit or embarrassment to the state, its employees or agents. This includes online activity. See Rule 60L-36.005, Florida Administrative Code. Be respectful when using social media especially in communications and blogs related to or referencing the Department, an affiliate, or partner. Information exchanged on social networking sites can be accessed by vendors, suppliers, and business partners and can be kept on-line, in theory, forever.

- a. Employees are prohibited from using social networking accounts to harass, bully, threaten, libel, malign, defame, disparage, or discriminate against co-workers, managers, vendors, or anyone else. Behaviors that constitute harassment and bullying include, but are not limited to, comments that are derogatory with respect to race, religion, gender, sexual orientation, color, age, or disability; sexually explicit or suggestive, humiliating, or demeaning comments; threats to stalk, haze, or physically injure another employee.
- b. Supervisors, managers and administrators are cautioned to remember that if they “friend” subordinates, or subordinates of other supervisors, managers, and administrators they need to maintain the same appropriate professional relationship online as in the office.
- c. Employees are prohibited from writing about, posting pictures of, or otherwise referring to any other employees without their permission.
- d. Employees should refrain from using profane and vulgar language and avoid discussions of conduct that is prohibited by Department policies, such as alcohol or drug use on state property or during work hours.

4.4 Use Personal Email Addresses Only On Social Networking Sites: Department email addresses should be used only for work-related communications. The “elderaffairs.org” address attached to your name implies that you are acting on the Department’s behalf and all actions are public and subject to public records laws.

4.5 Remember You Are Responsible For What You Post: You are responsible for any of your online activity conducted either on your own computer or with a Department email address, and/or which can be traced back to the Department’s domain, and/or which uses Department assets, networks, and resources.

4.6 Disclaimers on Personal Sites: If you identify yourself as an employee of the Department, please remember to identify your views and opinions as your own. You must note that the views expressed are your own and do not necessarily reflect the views of the Department.

4.7 Monitoring: In conjunction with the Department’s Computer Use Policy, the Department reserves the right, at its discretion, to review any employee’s electronic files and messages and usage to the extent necessary to ensure that electronic media and services are being used in compliance with the law and with this and other Department policies.

- a. Employees must understand that anything they post online from any computer is public and employees should not assume that they have a right to privacy with regards to

electronic communications that are sent, received, created, accessed, obtained, viewed, or stored on the Department's systems.

- b. As a matter of policy, however, the Department will not systematically monitor an employee's use of social media unless it is necessary for non-investigatory, work-related purposes, or for investigations of allegations of work-related misconduct.

5.0 Modifications: The Department reserves the right to modify, discontinue or replace the policy or any terms of the policy. The Department will endeavor to give notice of all changes to its Social Media Policy.

6.0 Enforcement: Any employee found to have violated this policy may be subject to disciplinary action, up to and including dismissal, as provided by Rule 60L-36.005, Florida Administrative Code.

7.0 Guidelines for Affiliates Hosting Social Network Sites: This policy applies to any organization or entity affiliated with the Department of Elder Affairs that chooses to maintain a social networking service using the Department's computer resource systems. Please remember that the Department's official electronic business is primarily conducted via the Department's email system and not through social media.

7.1 Development and Maintenance: Organizations or entities affiliated with the Department must use good judgment and professionalism when creating and maintaining a social networking page. Be cognizant that what is posted by the organization reflects on the Department.

7.2 Post Accurate Information: The organization or entity must post accurate information and promptly correct any misinformation posted.

7.3 Removal of Inappropriate Content: The organization must be responsible for screening and removing content that is offensive, rude, discriminatory, vulgar, libelous, or in any other respect violates this Department policy or its contracts.

7.4 Public Records: All content on the organization's or entity's page, including information about the organization's friends list, is subject to disclosure under Florida's Public Record Act. Therefore, the organization or entity must post a notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

7.5 Retention of Records: The organization or entity is required to have the capacity to electronically archive or store all communications sent or received on social networking sites that involve Department business. Entities must follow the public records retention schedule as set forth in the State of Florida General Records Schedule for State and Local Government Agencies. The Department's Information Technology department is available to assist if needed.

7.6 Communications: Any communications on any social networking site regarding Department business is subject to Florida's Government in the Sunshine Law. For example, members of a council, board or commission may not engage on any social networking site in a discussion of matters that foreseeably will come before the council, board or committee for official action.

January 1, 2020 – December 31, 2022

Contract JM020-06-2022

ATTACHMENT VI

Provider's State Contracts List

REPORT PERIOD: From _____
To _____

PROVIDER INFORMATION:

Name: _____
Address: _____
FEID: _____

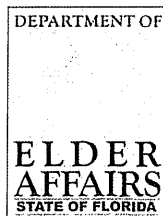
Phone #: _____
Email: _____
Contact: _____

	Contract #	Contract/Program Name	State Agency/Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
16									\$ -
17									\$ -
18									\$ -
19									\$ -
20									\$ -
Total									

SIGNATURE: _____
TITLE: _____

DATE: _____

ATTACHMENT VII



BACKGROUND SCREENING

Affidavit of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Serving Health Insurance Needs of Elders Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____
Street Address *City* *State* *ZIP code*

I, _____ do hereby affirm under penalty of perjury
Name of Representative

that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

 Signature of Representative

 Date

STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
 _____ (Name of Representative) who is personally known
 to me or produced _____ as proof of identification.

 Print, Type, or Stamp Commissioned Name of Notary Public

 Notary Public

ATTACHMENT VIII

CONTRACTOR INFORMATION

CONTRACT # _____ CONTRACT PERIOD: _____

I. PLANNING & SERVICE AREA: **10**II. COUNTIES TO BE SERVED: **BROWARD**

III. GENERAL ADMINISTRATIVE INFORMATION

- a. **Contractor:** _____
Contractor Address: _____
Telephone: _____
Fax: _____
Website: _____
- b. **Executive Director or Chief Administrator:** _____
Telephone: _____
Email Address: _____
- c. **President or Head of Governing Body:** _____
Address: _____
Telephone: _____
Fax: _____
Email Address: _____
- d. **Program Contacts:**
Name: _____
Title: _____
Telephone: _____
Email Address: _____
Name: _____
Title: _____
Telephone: _____
Email Address: _____
- e. **Fiscal Contacts:**
Name: _____
Title: _____
Telephone: _____
Email Address: _____
Name: _____
Title: _____
Telephone: _____
Email Address: _____
- f. **Person(s) authorized to sign reports and/or contracts:**

- g. **Agency's FEID Number:** _____ **Agency's DUNS #** _____
- h. **AUDIT DUE DATE:** Audit(s) are due by the end of the Ninth month following the end of the agency's fiscal Contractor Fiscal Year: _____ thru _____

ATTACHMENT VIII

Business Associate Agreement

This Agreement, made as by and between **Areawide Council on Aging of Broward County** (“Covered Entity”), a Florida corporation, and City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging (“Business Associate”).

WHEREAS, the Areawide Council on Aging of Broward County is a Covered Entity as defined in the Privacy Rule adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy Rules).

WHEREAS, the Business Associate has been retained by the Covered Entity to perform a function, activity, or service on behalf of Covered Entity that requires the Business Associate have access to Protected Health Information (PHI).

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the Privacy Rule, the Security Rule Health Information Technology for Economic and Clinical Health Act (HITECH), the Final Rules and any rules or guidance issued by the Secretary from time to time with respect to such security, privacy, use and disclosure requirements.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

Section 1. Definitions.

- (a) **Breach** shall mean the acquisition, access, use or disclosure of protected health information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the protected health information. For purposes of this definition, “compromises the security or privacy of the protected health information” means poses a significant risk of financial, reputational, or other harm to the individual.
- (a) **HITECH** shall mean Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), called the Health Information Technology for Economic and Clinical Health (HITECH) Act, codifies and expands on many of the requirements promulgated by the Department of Health & Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to protect the privacy and security of protected health information (PHI).
- (b) **Individual** means the person who is the subject of protected health information 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (c) **Privacy Officer** shall mean Ramona Woods, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10213; email: woods@adrcbroward.org.

- (d) Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (e) Protected Health Information or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) Required by Law shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- (g) Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.
- (h) Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI relating to the Covered Entity.
- (i) Security Officer shall mean Chris Delez, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10214; email: delezc@adrcbroward.org.
- (j) Security Rule shall mean the Health Insurance Reform: Security Standards at 45 CFR Parts 160, 162 and 164.
- (k) Underlying Agreement shall mean the services agreement executed by the Covered Entity and Business Associate, if any.
- (l) Unsecured PHI means PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under Section 13402 of Public Law 111-5 on the HHS website (45 CFR 164.402).

Section 2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (a) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than provided for by this Agreement.
- (b) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this Agreement.
- (c) Business Associate agrees to comply with the Security Rules, as required by HITECH, in a manner consistent with the Rule and regulations that may be adopted by relevant federal agencies, to keep all electronic PHI in a secure manner, as required under federal law.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any Security Incident of which it becomes aware. See “Reporting” contained in this Agreement.

- (e) Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- (f) Business Associate agrees to make available, in the time and manner designated by Covered Entity, PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, as necessary to satisfy Covered Entity's requirements under 45 CFR 164.524.
- (g) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. 164.522, except where such use, disclosure or request is required or permitted under applicable law.
- (h) Business Associate agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. 502(b)(1) that such request, use or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. 164.514(e)(2) to accomplish the intended purpose of such request, use or disclosure as interpreted under related guidance issued by the Secretary from time to time.
- (i) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity or take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.
- (j) Business Associate agrees to make internal practices, books, and records including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- (k) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (l) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (m) Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that it is required to comply with the confidentiality, disclosure, breach notification, compliance, and re-disclosure requirements of HITECH, Privacy Rule and the Security Rule to the extent such requirements may be applicable.
- (n) Business Associate acknowledges that if it becomes aware of a "pattern of activity or practice" by Covered Entity, or any other Business Associate, that breaches a Business Associate Agreement, but fails to cure that breach, Business Associate shall immediately terminate the relevant agreement, or report the non-compliance to the United States Department of Health and Human Services' Office of Civil Rights.

- (o) Business Associate acknowledges that it is subject to compliance audits by the United States Department of Health and Human Services' Office of Civil Rights.
- (p) Business Associate shall comply with any and all regulatory requirements which may arise in the future to comply fully with the Privacy Rules, the Security Rule, ARRA, and HITECH, including, but not limited to, restrictions on disclosures to health plans, clarified minimum necessary standards, expanded accounting requirements applicable to electronic health records, revised prohibitions on sales of PHI, and updated marketing and fundraising restrictions. Business Associate shall require that any agent, including a subcontractor, shall also comply with the requirements set forth herein.
- (q) Business Associate acknowledges that, pursuant to HITECH, Business Associate, its employees and contractors, and any third party (and their employees, contractors, and further third parties) who may have access to or possession of the Covered Entity's PHI, are subject to regulatory oversight of the various federal and/or state agencies as a Business Associate, and may be subject to both civil and criminal penalties which may arise from violations of this Agreement, the Privacy Rules, the Security Rule, HITECH, and any rules or guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.
- (r) Business Associate agrees to provide the Covered Entity with notice of a Breach of Unsecured PHI pursuant to the requirements of 45 CFR 164.402. See "Reporting" contained in this Agreement.
- (s) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 154, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- (t) Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

Section 3. Permitted Uses and Disclosures by Business Associate

- (a) Except as otherwise limited in this Agreement, Business Associate may use and/or disclose PHI only in a manner that is necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- (b) Business Associate may use or disclose PHI as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (e) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by

law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose(s) for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Section 4. Reporting

As described below, Business Associate shall report to the Covered Entity in writing (a) any use or disclosure of PHI not permitted under 45 CFR section 164, Subpart E, this Agreement, or by law, (b) any Security Incident of which it becomes aware and (c) any Breach of Unsecured PHI in accordance with HITECH, including 42 U.S.C.A. section 17932.

- (a) Reporting Security Incidents or Improper Uses or Disclosures. Business Associate shall make the report to the Covered Entity's Privacy Officer (or to the Security Officer in the event of a Security Incident) within 3 business days after Business Associate learns of such unauthorized use or disclosure or Security Incident. Business Associate's report shall: (1) identify the nature of the unauthorized use or disclosure or Security Incident including the date of the Security Incident or unauthorized use or disclosure and date of discovery; (2) identify the PHI affected; (3) identify who made or caused the unauthorized use and/or received the unauthorized disclosure and/or participated in the Security Incident, if known; (4) identify what Business Associate has done or shall do to mitigate any deleterious effect of the Breach, unauthorized use or disclosure or Security Incident; (5) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure or Security Incident; and (6) provide such other information, including a written report, as reasonably requested by the Privacy Officer or Security Officer. Any Security incident or unauthorized use or disclosure of PHI that is a Breach of Unsecured PHI shall be reported as required under subsection (b) below.
- (a) Notification of a Breach. Pursuant to HITECH, including 42 U.S.C.A. section 17932, and regulations under 45 CFR Parts 160 and 164, as amended, Business Associate shall provide written notice to the Covered Entity's Privacy Officer of any Breach of Unsecured PHI within 3 business days after Business Associate discovers the Breach. Business Associate shall conduct the risk assessment to determine whether a Breach occurred. Business Associate's report to the Covered Entity shall identify or describe: (1) the affected Individual(s) whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed; (2) the incident, including the date of the Breach and the date of the discovery of the Breach, if known; (3) who made or caused the Breach/unauthorized use and/or received the unauthorized disclosure; (4) the types of Unsecured PHI involved in the Breach; (5) any specific steps the Individual(s) should take to protect him or herself from potential harm related to the Breach; (6) what the Business Associate is doing to investigate the Breach, to mitigate losses and to protect against further Breaches; (7) contact procedures for how the Individual(s) can obtain further information from Business Associate; and (8) such other information, including the risk assessment analysis prepared by Business Associate, as reasonably requested by the Covered Entity's Privacy Officer.

Section 5. Obligations of Covered Entity

- (a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

- (a) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures under this Agreement.
- (b) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this Agreement.
- (c) With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been accessed, acquired, used or disclosed as a result of such breach, except when law enforcement requires a delay pursuant to 45 CFR 164.412:
 - 1. Without unreasonable delay and in no case later than 60 days after discovery of a breach.
 - 1. By notice in plain language including and to the extent possible: a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; a description of the types of Unsecured PHI that were involved in the breach; any steps Individual(s) should take to protect themselves from potential harm resulting from the breach; a brief description of what the Covered Entity involved is doing to investigate the Breach, mitigate the harm to Individual(s), and to protect against any further Breaches; and, contact procedures for Individual(s) to ask questions or learn additional information which shall include a toll-free telephone number, an e-mail address, web site or postal address.
 - 2. Use a method of notification that meets the requirements of 45 CFR 164.404(d).
 - 3. Provide notice to the media when required under 45 CFR 164.405 and to the Secretary pursuant to 45 CFR 164.408.

Section 6. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy & Security Rule if done by Covered Entity.

Section 7. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the date the Covered Entity signs this Agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either (1) provide an opportunity for Business Associate to cure the breach and then terminate the Underlying Agreement if Business Associate does not cure the breach within time period specified by the Covered Entity or (2) terminate the Underlying Agreement immediately. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination. (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement or the Underlying Agreement for any reason, Business Associate shall return or destroy all

PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate and subcontractors shall retain no copies of the PHI. (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties, that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Section 8. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy & Security Rule means the section as is currently effect or as may be amended from time to time, and for which compliance is required.
- (a) Indemnification. Business Associate shall release, defend, indemnify and hold Covered Entity harmless from and against any claims, fees, losses, and costs, including, without limitation, reasonable attorneys' fees and costs, that Covered Entity may sustain as a result of, or arising out of (i) a breach of this Agreement by Business Associate or its agents or Subcontractors, including, but not limited to, any unauthorized use, disclosure or breach of PHI, (b) Business Associate or its subcontractor's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitation, failure to perform Business Associate's obligations under this Agreement, the Privacy Rule or the Security Rule or any other applicable law or rule.
- (b) Remedies. The parties acknowledge that breach of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if Covered Entity has actual notice of an intended breach, Covered Entity shall be entitled to a remedy of specific performance and/or injunction refraining Business Associate from violating or further violating this Agreement. The parties agree the election of the Covered Entity to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right the Covered Entity may have to recover damages.
- (c) Amendment. The parties agree to take such action as is necessary to amend this Agreement and the Underlying Agreement if necessary from time to time as is necessary to comply with the requirements of the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, ARRA the HITECH Act, the HIPAA rules and any other applicable laws. Regardless of written amendment to this Agreement or the Underlying Agreement, the parties agree to comply with all applicable laws
- (d) Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement and/or Underlying Agreements, as shall the rights of access and inspection of Business Associate by Covered Entity.
- (e) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules, HIPAA, ARRA, the HITECH Act, the HIPAA Rules and any other applicable law.
- (f) Governing Law; Conflict. This agreement shall be enforced and construed in accordance with the laws of the State of Florida. Jurisdiction of any litigation with respect to this Agreement shall be in Florida, with venue in a court of competent jurisdiction located in Pinellas County. In the event of a conflict between the terms of this Agreement and the terms of any of the Underlying Agreements, the terms of this Agreement shall control.

- (g) Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.
- (h) Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
- (i) Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.

Areawide Council on Aging of Broward County (Covered Entity):

Pauline Grant 12/31/19
Signature of Authorized Representative Date

PAULINE GRANT
Printed Name

PRESIDENT
Title

Contractor (Business Associate):

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba
Department of Active Aging

227 NW 2nd Street, Deerfield Beach, FL 33441 954-480-4449
Address Phone

Donna DeFranzo 12/3/19
Signature of Authorized Representative Date

Donna DeFranzo
Printed Name

Director of Active Aging
Title



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-439

Agenda Date: 6/16/2020

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 Contract #JL120-06-2021 with the Areawide Council on Aging of Broward County, Inc. for Adult Day Care Center and Transportation Services from the Center of Active Aging in an amount not to exceed \$132,380; authorizing execution of the Agreement; and providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs:

Account Name: Local Services Program Revenue

Account Number: 101-1215-334-69-97

Background/History

Local Service Program ("LSP") State Funding is available for adult day care services and transportation services for individuals 60 years and older. On December 3, 2019, the City Commission approved Master Contract #JM020-06-2022 (the "Master Contract") with the Areawide Council on Aging of Broward County, Inc. (the "Council") for service delivery from the Center of Active Aging.

Current Activity

The City wishes to enter into contract JL120-06-2021 with the Council (the "Contract") pursuant to the Master Contract in order to provide for community based services and transportation services to preserve elder independence. The term for the Contract with the Council will be from July 1, 2020 through June 30, 2021.

Please note that due to the COVID-19 situation, we have been unable to collect the anticipated funds due to the temporary closure of the Center and the suspension of services. The Department of Elder Affairs and the Area Agency on Aging have been flexible in allowing for some service delivery changes. We are awaiting a budget amendment to capture as much funding as possible.

Recommendation

Staff recommends approval of this item

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CONTRACT #JL120-06-2021 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. FOR ADULT DAY CARE CENTER AND TRANSPORTATION SERVICES FROM THE CENTER OF ACTIVE AGING IN AN AMOUNT NOT TO EXCEED \$132,380; AUTHORIZING EXECUTION OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on December 3, 2019, the City Commission approved Master Contract #JM020-06-2022 (the “Master Contract”) with the Areawide Council on Aging of Broward County, Inc. (the “Council”) for service delivery from the Center of Active Aging; and

WHEREAS, the City wishes to enter into Contract #JL120-06-2021 with the Council, attached as Exhibit “A”, (the “Contract”) pursuant to the Master Contract in order to provide community based services and transportation services to preserve elder independence (collectively, the “Services”); and

WHEREAS, the term for the Contract with the Council will be from July 1, 2020 through June 30, 2021; and

WHEREAS, the City Commission believes that it is in the best interest of the City to approve and authorize execution of the Contract with the Council for the Center’s provision of the Services for compensation from the Council in an amount not to exceed \$132,380.

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 Contract with the Council for the Center’s provision of Services for compensation from the Council in an amount not to exceed \$132,380.

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

Section 4. The City Manager or designee is authorized to take all necessary steps to implement the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

LOCAL SERVICES PROGRAM

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council”, and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging** hereinafter referred to as the “Contractor”, who are collectively referred to as the “Parties.” This Contract is subject to all provisions contained in the MASTER CONTRACT executed between the Council and the Contractor, Contract JM020-06-2022, and its successor, incorporated herein by reference.

WITNESSETH THAT:

WHEREAS, the Council has determined that it is in need of certain services as described herein; and

WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor of the Council.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract:

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

2. Incorporation of Documents within the Contract:

This Contract will incorporate attachments, proposal(s), area plan(s), grant agreements, relevant Department of Elder Affairs handbooks, manuals, or desk books and Master Contract number JM020-06-2022, as an integral part of the Contract, except to the extent that the contract explicitly provides contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Contract document and identified attachments.

3. Term of Contract:

This Contract will begin on July 1, 2020 or on the date on which this Contract has been signed by the last party required to sign it, whichever is later. It will end at midnight, local time in Tallahassee, Florida, on June 30, 2021.

4. Contract Amount:

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$132,380.00** or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. Background Screening

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

5.1 To demonstrate compliance with this provision, Contractor shall submit Master Contract JM020-06-2022 ATTACHMENT VII, Background Screening Affidavit of Compliance, annually, by January 5. Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>.

5.2 Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any subcontractors and referred to a governmental or investigatory agency must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

6. Nondiscrimination-Civil Rights Compliance

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

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

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

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

7. Provision of Services:

The Contractor shall provide services in the manner described in ATTACHMENT I.

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

a.	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under this Contract is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441 954-480-4449
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Council's Contract Manager for this Contract is:	Marie Laurent Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, address, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.		

9. All Terms and Conditions Include:

This Contract and its ATTACHMENTS I-VIII, any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Contract, the Parties agree that they have read and agree to the entire Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have caused this 38 page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

**City of Deerfield Beach, Florida / Northeast
Focal Point Senior Center dba Department of
Active Aging**

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

**Areawide Council on Aging of Broward
County, Inc.**

SIGNED BY:

NAME:

TITLE:

DATE:

FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30

SIGNED BY:

PAULINE GRANT
NAME:

PRESIDENT
TITLE:

DATE:

ATTACHMENT I

STATEMENT OF WORK LOCAL SERVICE PROGRAM

SECTION I: SERVICES TO BE PROVIDED

1.1. DEFINITIONS OF TERMS AND ACRONYMS

1.1.1. Contract Acronyms

Activities of Daily Living (ADLs)
Assessed Priority Consumer List (APCL)
Client Information and Registration Tracking System (CIRTS)
Code of Federal Regulations (CFR)
Corrective Action Plan (CAP)
Department of Elder Affairs (DOEA)
Florida Administrative Code (F.A.C)
Florida Statutes (F.S.)
Instrumental Activities of Daily Living (IADLs)
Local Services Program (LSP)
Notice of Instruction (NOI)
Planning and Service Area (PSA)
Service Provider Application (SPA)
Summary of Programs and Services (SOPS)
United States Code (U.S.C.)

1.1.2. Program Specific Terms

Department of Elder Affairs Programs and Services Handbook (DOEA Handbook). An official document of DOEA. The DOEA Handbook includes program policies, procedures, and standards applicable to agencies which are recipients of DOEA-funded programs, and providers of program-funded services. An annual update is provided through a NOI.

Functional Assessment: A comprehensive, systematic, and multidimensional review of a person's ability to remain living independently in the least restrictive living arrangement.

NOI: DOEA's established method to communicate to the Contractor and subcontractor the requirements to perform specific tasks or activities in a particular manner. NOIs are located on the DOEA website at <https://elderaffairs.state.fl.us/doea/nois.php>.

Program Highlights: Success stories, quotes, testimonials, or human-interest vignettes that are used in the Summary of Programs and Services (SOPS) to demonstrate how programs and services help elders, families, and caregivers.

Proviso: Language used in a general appropriations bill to qualify or restrict the way in which a specific appropriation is to be expended.

Service Provider Application (SPA): A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system in its PSA in accordance with the Section

306 of the Older Americans Act (42 U.S.C. Section 3026) and Council instructions. The SPA includes performance measures and unit rates per service offered.

Service Provider Application (SPA) Update: A revision to the SPA wherein the Contractor provides HCE-specific data for the Council to enter into CIRTS. An update may also include other revisions to the SPA as instructed by the Council.

Summary of Programs and Services (SOPS): A document produced by the DOEA and updated yearly to provide the public and the Legislature with information about programs and services for Florida's elders.

1.2. GENERAL DESCRIPTION

1.2.1. General Statement

The LSP provides long-term care alternatives enabling elders to maintain an acceptable quality of life in their own homes and to avoid or delay nursing home placement.

1.2.2. Local Service Program (LSP) Mission Statement

The LSP provides community-based services to preserve elders' independence, support caregivers, and target at-risk persons. Through the provision of meals, transportation, caregiver support, in-home services, expanded respite, adult day care, or other services authorized by proviso, the LSP assists elders to live in the least restrictive environment that meets their needs.

1.2.3. Authority

The relevant authority governing LSP program include:

- (1) Sections 430.201 through 430.207, F.S.,
- (2) The State of Florida General Appropriations Act; and
- (3) The Catalog of State Financial Assistance (CSFA) Number 65.009.

1.2.4. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of LSP. LSP services shall be provided in a manner consistent with the Contractor's current SPA and the current DOEA Handbook, which are hereby incorporated by reference. The Contractor agrees to be bound by all subsequent amendments and revisions to the DOEA Handbook, and the Contractor agrees to accept all such amendments and revisions via a NOI.

1.2.5. Major Program Goals

The major goals of the LSP are to ensure that:

- a. LSP services are provided to individuals who need long-term care alternatives to maintain an acceptable quality of life in their own home; and
- b. Nursing home placement is delayed or avoided because of the services provided in this program.

1.3. CLIENTS TO BE SERVED

1.3.1. General Eligibility

The LSP Program provides long-term care alternatives which assist elders in delaying or avoiding nursing home placement.

1.3.2. Client Eligibility

Clients eligible to receive services under this Contract must

- (1) Be at least 60 years of age or older, unless otherwise specified in the proviso authorizing the service; and
- (2) Not be enrolled in any Medicaid capitated long-term care program, except consumers in need of Legal Assistance services and Congregate Nutrition Services, including transportation to and from congregate meal sites, provided through providers following Older Americans Act (OAA) program guidelines.

1.3.3. Targeted Groups

Priority for services provided under this Contract shall be given to those eligible persons assessed to be at risk of placement in an institution or as otherwise specified in the authorizing proviso.

1.3.4. Client Determination

The Council shall have final authority for the determination of client eligibility.

SECTION II: MANNER OF SERVICE PROVISION

2.1. SERVICE TASKS

In order to achieve the goals of the LSP program, the Contractor shall perform the following tasks:

2.1.1. Client Eligibility Determination

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in this ATTACHMENT I, Section 1.3 of this Contract.

2.1.2. Assessment and Prioritization of Service Delivery for New Clients

The Contractor shall ensure the following criteria are used, to prioritize new clients for service delivery in the sequence below. It is not the intent of the Council to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.

- (1) **Imminent Risk Individuals:** Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within one (1) month or very likely within three (3) months.
- (2) Regardless of referral source, individuals determined through the DOEA's functional assessment to be at a higher levels of frailty and risk of nursing home placement shall be given first priority.

2.1.3. Program Services

The Contractor shall ensure the provision of program services is consistent with the Contractor's current SPA, as updated and approved by the Council, and the current DOEA Handbook.

2.2. STAFFING AND SERVICE TIMES REQUIREMENTS

2.2.1. The Contractor shall ensure the availability of the services listed in this Contract are appropriate to meet client service needs, at a minimum, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm.

2.2.2. The Contractor shall dedicate its own staff necessary to meet the obligations of this Contract and ensure that subcontractors dedicate adequate staff accordingly.

2.2.3. The Contractor shall ensure that the staff responsible for performing any duties or functions within this Contract have the qualifications as specified in the DOEHA Handbook.

2.2.4. Use of Subcontractors

If this Contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its contract with the subcontractor. If any circumstances occur that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or in the performance of the subcontractor, the Contractor shall notify the Council's Contract Manager and the Council's Finance Director in writing of such delay.

The Contractor shall not permit a subcontractor to perform services related to this Contract without having a binding subcontractor contract executed. In accordance with Paragraph 23 of the Master Contract JM020-06-2022, the Council will not be responsible or liable for any obligations or claims resulting from such action.

The Contractor shall submit a copy of all subcontracts to the Council's Contract Manager within thirty (30) days of the subcontract being executed.

2.2.5. Monitoring the Performance of Subcontractors

The Contractor shall perform at least one monitoring per year of each subcontractor, subrecipient, vendor, and/or consultant paid from funds provided under this Contract. The Contractor shall perform fiscal, administrative and programmatic monitoring of each subcontractor to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor to ensure that time schedules are met, the budget and scope of work is accomplished within the specified time periods and other performance goals stated in this Contract are achieved.

The Contractor shall forward a copy of all subcontractor monitoring reports to the Council's Contract manager within thirty (30) days of the report being issued to the subcontractors, subrecipients, vendors, and/or consultants.

2.3. DELIVERABLES

2.3.1. Services and Units of Services

The Contractor shall ensure the provision of described in this Contract is performed in accordance with the current DOEHA Handbook and the service tasks described in Section 2.1 of ATTACHMENT I of this Contract. Units of service will be paid pursuant to the rate established in the SPA as updated, as shown in ATTACHMENT IV, Budget Summary as approved by the Council.

2.3.2. Delivery of Service to Eligible Clients

The Contractor shall ensure the provision of the services to address the diverse needs of functionally impaired elders. The Contractor shall ensure performance and reporting of the following services per the Contractor's current approved Service Provider Application (SPA), the current DOEHA Handbook, proviso language and Section 2.1 of ATTACHMENT I, of this Contract. Documentation of service delivery must include a report consisting of the following:

- (1) Number of clients served;
- (2) Number of service units provided by service; and
- (3) Rate per service unit with calculations that equal the total invoice amount.

2.3.3 Administrative Responsibilities

The Contractor shall provide management and oversight of LSP Program operations in accordance with the current DOEA Handbook and the approved Contractor's Service Provider Application. Management and oversight of LSP Program operations include the following:

- 1) Developing a competitive solicitation process for allocation of LSP funds, including appeal procedures for handling disputes involving the subcontractors;
- 2) **Developing a Service Provider Application and updating it annually, at a minimum, as directed by the Council;**
- 3) Establishing vendor agreements at the PSA level, when applicable for LSP services according to manuals, rules, and agreement procedures of DOEA Handbook;
- 4) Providing technical assistance and training to subcontractors and vendors to ensure provision of quality services;
- 5) Monitoring and evaluating subcontractors and vendors for fiscal, administrative, and programmatic compliance;
- 6) Appropriately and timely submitting payments to subcontractors;
- 7) Arranging in-service training for staff and/or subcontractors at least annually;
- 8) Establishing procedures for handling client complaints and ensuring that subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, subcontractor and direct service worker complaints, and any other issues related to complaints (other than termination, suspension or reduction in services) that require the grievance process as described in Appendix D of the current DOEA Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of complaint, and the determination of each complaint;
- 9) Ensuring compliance with CIRT's regulations;
- 10) Monitoring performance objective achievements in accordance with targets set by the Council and/or DOEA; and
- 11) Conducting annual client satisfaction surveys to evaluate and improve service delivery.

2.4. REPORTS

The Contractor shall respond within ten (10) business days or within deadlines established by the Council, to the Council's request for routine and/or special requests for information and ad hoc reports. The Contractor must establish due dates for any subcontractors that permit the Contractor to meet the Council's and/or the DOEA's reporting requirements.

2.4.1. Service Provider Application (SPA) Update and All Revisions Thereto

The Contractor is required to submit SPA and an annual update, wherein the Council enters LSP specific data, into the Client Information and Registration Tracking System (CIRT's). The Contractor may also be required to submit revisions to the SPA as instructed by the Council.

2.4.2. Client Information and Registration Tracking System (CIRT's)

The Contractor shall ensure timely input of LSP specific data into the CIRT's. To ensure CIRT's data accuracy, the Contractor shall use CIRT's generated reports, which include the following:

- (1) Client Reports
- (2) Monitoring Reports
- (3) Services Reports
- (4) Miscellaneous Reports
- (5) Fiscal Reports

(6) Outcome Measurement Reports

2.4.3. Service Costs Reports

The Contractor is required to submit to the Council a semi-annual and annual service cost reports, which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates. The semi-annual service cost report encompassing the six months ending 12/31/2020 is due on February 19, 2021. The annual service cost report encompassing the twelve months ending 6/30/2021 is due on August 20, 2021.

2.4.4. Surplus/Deficit Report

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council to the Council's Contract Manager by the 5th of each month. This report is for all agreements and/or contracts between the Contractor and the Council. The report will include the following:

- (1) A list of all services and their current status regarding surplus or deficit;
- (2) The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;
- (3) Recommendations to transfer funds to resolve surplus/deficit spending;
- (4) Input from the Contractor's Board of Directors, or governing body, on resolution of spending issues, if applicable

2.4.5. Program Highlights

The Contractor shall submit brief written narratives to the Council for publication in the Program Highlight sections of the DOE's Summary of Programs and Services (SOPS), which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials, or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the narratives to identify the specific individuals or entities that performed the activities described in the narratives. The Contractor shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to the Council.

2.5. RECORDS AND DOCUMENTATION

2.5.1. The Contractor shall ensure the collection and maintenance of client and service information on a monthly basis from the Client Information and Registration Tracking System (CIRTS) or any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

2.5.2. The Contractor and subcontractors, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources will be as stringent as the protection required of the primary resources. A copy of the backed up data be stored in a secure, offsite location.

- 2.5.3.** The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with subcontractors. These policies and procedures will be made available to the Council upon request.
- 2.5.4.** The Contractor shall work with the Council to ensure client addresses are correct in CIRTSS for disaster preparedness efforts. At least annually, and more frequently as needed, the Council will provide direction on how to validate CIRTSS addresses to ensure these can be mapped. The Contractor will receive a list of unmatched addresses that cannot be mapped and the Contractor will be responsible for working with the subcontractors to correct addresses, and send a list to the Council with confirmed addresses. The Council will use this information to update maps, client rosters, and unmatched addresses to disseminate to the Contractor.
- 2.5.5** The Contractor shall maintain all contract related records and documentation that shall be available to the Council or authorized individuals, such as, the DOEA and the Department of Finance Services, upon request. Data must be usable and must be maintained in a format that is readable to the DOEA and the Council.

2.6. PERFORMANCE SPECIFICATIONS

2.6.1. Outcomes

The Contractor must:

- (1) Ensure the prioritization of clients and provision of services to clients in accordance with ATTACHMENT I, Section 2.1 of this Contract;
- (2) Ensure the provision of services described in this Contract are in accordance with the current DOEA Handbook and ATTACHMENT I, Section 2.3 of this Contract;
- (3) Timely and accurately submit to the Council all required documentation and reports described in this ATTACHMENT I, Sections 2.4. of this Contract; and
- (4) Timely and accurately, in accordance with ATTACHMENT III, Invoice Report Schedule, submit to the Council ATTACHMENT V, Forms 105 & 106, including supporting documentation.

2.6.2. The Contractor shall develop and document strategies in the SPA to support performance achievement of the following:

- (1) Percent of most frail elders who remain at home or in the community instead of going into a nursing home;
- (2) Average monthly savings per consumer for home and community-based care versus nursing home care for comparable client groups;
- (3) Percent of elders assessed with high or moderate risk environments who improved their environment score;
- (4) Percentage of active clients eating two or more meals per day
- (5) Percent of new service recipients whose ADL assessment score has been maintained or improved;
- (6) Percent of new service recipients whose IADL assessment score has been maintained or improved;
- (7) Percent of family and family-assisted caregivers who self-report they are very likely to provide care;
- (8) Percentage of caregivers who self-report being very confident about their ability to continue to provide care after service intervention;)
- (9) Percent of customers who are at imminent risk of nursing home placement who are served with community based services.

The Contractor's performance of these measures will be reviewed and documented in the Council's annual monitoring reports.

2.6.3. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

2.7. CONTRACTOR'S FINANCIAL OBLIGATIONS

2.7.1. Contractor Accountability

All service tasks and deliverables pursuant to this Contract are solely and exclusively the responsibility of the Contractor and are tasks and deliverables for which, by execution of this Contract, the Contractor agrees to be held accountable.

2.7.2. Coordination with Other Providers and/or Entities

Notwithstanding that services for which the Contractor is held accountable involve coordination with other entities in performing the requirements of this Contract, the failure of other entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this Contract.

2.7.3. Use of Service Dollars and Assessed Priority Consumer List Management

The Contractor is expected to spend all federal, state and other funds provided by the Council for the purpose specified in this Contract. The Contractor must manage service funds in such a manner as to avoid having a wait list and a surplus of funds at the end of the contract period for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to other service areas during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

2.7.4. Contract Limits

In no case shall the Contractor be required to incur costs in excess of the contract amount in providing services to clients.

2.8. COUNCIL'S RESPONSIBILITIES

2.8.1. Program Guidance and Technical Assistance

The Council may, within its resources, provide technical support and/or assistance to the Contractor to assist the Contractor in meeting the requirements of this Contract. The Council's technical support/assistance or the lack thereof, does not relieve the Contractor from full performance of the contract requirements.

2.8.2. Council Determinations

The Council reserves the exclusive right to make certain determinations in the tasks and approaches used to perform tasks required by this Contract. The absence of the Council setting forth a specific reservation of rights does not mean that all other areas of this Contract are subject to mutual agreement.

2.8.3. Contract Monitoring

The Council will review and evaluate the performance of the Contractor under the terms of this Contract. Monitoring will be conducted through direct contact with the Contractor through telephone, in writing, or an on-site visit(s). The Council's determination of acceptable performance shall be conclusive. The Contractor agrees to cooperate with the Council in monitoring the progress of completion of the service tasks and deliverables. The Council may use, but is not limited to, one or more of the following methods for monitoring:

- (1) Desk reviews and analytical reviews;
- (2) Scheduled, unscheduled and follow-up on-site visits;
- (3) Client visits;
- (4) Review of independent auditor's reports;
- (5) Review of third-party documents and/or evaluation;
- (6) Review of progress reports;
- (7) Review of customer satisfaction surveys;
- (8) Agreed-upon procedures review by an external auditor or consultant;
- (9) Limited-scope reviews; and
- (10) Other procedures as deemed necessary.

SECTION III: METHOD OF PAYMENT

3.1 General Statement of Method of Payment

The method of payment for this Contract is a combination of advances, cost reimbursement, and a unit rate payment for services. The Council will pay the Contractor upon satisfactory completion of the Deliverables, as specified in ATTACHMENT I, Section 2.3, and in accordance with other terms and conditions of this Contract.

3.1.1 The Contractor shall ensure unit rates for services include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. The Contractor shall consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment and shall submit to the Council on Forms 106 and 105, ATTACHMENT V.

3.1.2 The Contractor agrees to distribute funds as detailed in the SPA requested by the Council and the ATTACHMENT IV, Budget Summary. The Contractor may request a budget revision by submitting a written request to the Council's Contract Manager. Upon approval, the Council's Finance Director will issue a budget revision letter. An amendment is required to change the total amount of this Contract.

3.2. ADVANCE PAYMENTS

3.2.1. The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Department of Elder Affairs by the State of Florida ("budget release"). The Contractor will provide the Council's Finance Director documentation justifying the need for an advance and describing how the funds will be distributed.

For the first month's advance request, the Contractor shall provide to the Council's Finance Director documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. The Contractor must also describe how the funds will be distributed for the first and second month.

3.2.2. The Contractor's requests for advance require the approval of the Council's Finance Director. If sufficient budget is available, the Council will issue approved advance payments after July 1 of the contract year. The schedule for submission of advance requests (when available) is ATTACHMENT III, Invoice Report Schedule to this Contract.

3.2.3. All advance payments made to the Contractor shall be returned to the Council as follows: one-twelfth (1/12) of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number three, in accordance with the Invoice Report Schedule, ATTACHMENT III to this Contract.

3.2.4 All advance payments retained by the Contractor must be fully expended no later than September 30, 2020. Any portion of advance payments not expended must be recouped on report number 5, due to the Council on October 7, 2020, in accordance with the Invoice Report Schedule, ATTACHMENT III.

3.3. INVOICE SUBMITTAL AND REQUESTS FOR PAYMENT

All requests for payment and expenditure reports submitted to support requests for payment shall be on Forms 105 and 106, ATTACHMENT V. The Contractor will consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment.

3.3.1. The Contractor shall include with its request for payment documentation of services provided, the units of services provided, and the rates for the services provided in conformance with the requirements as described in this ATTACHMENT I. Each deliverable must be received and accepted by the Council before payment is made.

3.3.2. Payment may be authorized only for allowable expenditures, which are in accord with the limits specified in the Budget Summary, ATTACHMENT IV.

3.3.3. Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 27 of the Master Contract JM020-06-2022.

3.4. DOCUMENTATION FOR PAYMENT

The Contractor will maintain documentation to support payment requests that shall be available to the Council or authorized individuals upon request. Such documentation will be provided upon request to the Council or the Department of Financial Services.

3.4.1. The Contractor and its subcontractor(s) shall enter all required data for clients and services in the CIRT database in accordance with the current DOEA Handbook and the CIRT User Manual – Aging Provider Network users (located in Documents on the CIRT Enterprise Application Services). Subcontractor(s) must enter this data into the CIRT prior to submitting their invoice to

the Contractor. The Contractor shall establish deadlines for completing CIRTIS data entry and ensure compliance with due dates in ATTACHMENT III, Invoice Report Schedule.

- 3.4.2.** The Contractor is required to run monthly CIRTIS's reports and verify that client and service data in the CIRTIS is accurate. This report must be submitted to the Council with the monthly request for payment and expenditure report and must be reviewed by the Council before the Contractor's request for payment and expenditure reports can be approved by the Council.

3.4.3. Date for Final Request for Budget Revisions

Final requests for budget revision or adjustments to contract funds based on expenditures for services provided through June 30, 2021, must be submitted to the Contract Manager and the Finance Director, no later than June 30, 2021.

3.4.4. Date for Final Request for Payment

The final request for payment will be due to the Council no later than July 24, 2021.

3.4.5. Remedies- Nonconforming Services

The Contractor shall ensure that all goods and/or services provided under this Contract are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.

If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Contract. In addition, any nonconforming goods (including home-delivered meals) and/or services not meeting such standards will not be reimbursed under this Contract. The Contractor's signature on the Forms 106 and 105, ATTACHMENT V, certifies maintenance of supporting documentation and acknowledgement that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Council requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

3.5. Incident Reporting

- 3.5.1** The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates Master Contract JM020-06-2022 by reference. Such notice shall be made orally to the Council's Contract Manager (by telephone) with an email to immediately follow.

3.6. Enforcement

The Council may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor's designation as a Contractor, if the Council finds that:

- (1)** An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating Master Contract JM020-06-2022 by reference, or substantially and negatively affected the operation of services covered under any contract or agreement;
- (2)** The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;

- (3) The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;
- (4) The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
- (5) The Contractor has exceeded its authority or otherwise failed to adhere to the terms of Master Contract JM020-06-2022 and any contract or agreement incorporating Master Contract JM020-06-2022 by reference;
- (6) The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; and/or
- (7) The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.

3.6.1 In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating Master Contract JM020-06-2022 by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.

3.7 CONSEQUENCES FOR NON-COMPLIANCE

Contractor shall ensure 100% of the deliverables identified in this Contract are performed pursuant to contract requirements.

3.7.1. Corrective Action Plan

If at any time the Contractor is notified by the Council's Contract Manager that it has failed to correctly, completely, adequately perform contract deliverables identified in ATTACHMENT I, Section 2.3 of this Contract, the Contractor will have ten (10) days to submit a Corrective Action Plan ("CAP") to the Council's Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's Contract Manager. The Council shall assess a Financial Consequence for Noncompliance on the Contractor as referenced in ATTACHMENT I, Section 3.7.5 of this Contract for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.

3.7.2. If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct the percentage established in ATTACHMENT I, Section 3.7.6. of this Contract from the payment for the invoice of the following month.

3.7.3. If Contractor fails to timely submit a CAP, the Council shall deduct the percentage established in ATTACHMENT I, Section 3.7.6. of this Contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

3.7.5. Financial Consequences

The Council will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Council according to the requirements referenced in ATTACHMENT I, Section 2.3 of this Contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in ATTACHMENT I, Section 2.3 of this Contract.

- 3.7.6.** Failure to comply with established assessment and prioritization criteria, as evidenced by the CIRT reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in ATTACHMENT I, Section 3.7 of this Contract.
- 3.7.7.** Failure to perform management and oversight of LSP Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in ATTACHMENT I, Section 3.7 of this Contract.
- 3.7.8.** Failure to timely submit a CAP within 10 business days after notification of a deficiency by the DOE Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in ATTACHMENT I, Section 3.7 of this Contract.
- 3.7.9.** Failure to provide services in accordance with the current DOE Programs and Services Handbook, the service tasks described in ATTACHMENT I, Section 2.1 of this Contract, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency is not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in ATTACHMENT I, Section 3.7 of this Contract.

ATTACHMENT II**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Council staff, limited scope audits, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the provider agrees to comply with any additional instructions provided by the Council to the provider regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. EXHIBIT 2 indicates federal resources awarded through the Council by this Contract. In determining the federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Contractor expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to contract with the Council shall be based on the contract’s requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor’s fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations),

Rules of the Auditor General. EXHIBIT 2, Financial Compliance Audit Attachment to this Contract indicates state financial assistance awarded through the Council by this Contract. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by PART I of this Financial Compliance Audit Attachment shall be submitted, when required by 2 CFR §200.512 by or on behalf of the provider directly to each of the following:

Federal Audit Clearinghouse Bureau of the Census
1201 East 10th Street Jeffersonville, IN 47132

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road Sunrise, FL 33351

Additionally, copies of financial reporting packages required by PART II of this Financial Compliance Audit Attachment shall be submitted by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc.

5300 Hiatus Road Sunrise, FL 33351

The Auditor General's Office at the following address:
State of Florida Auditor General
Claude Pepper Building, Room 574
111 West Madison Street Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of six (6) years from the date the audit report is issued, and shall allow the Council or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Council or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

END OF ATTACHMENT

EXHIBIT 1**PART I: AUDIT RELATIONSHIP DETERMINATION**

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, FAC, Contractor has been determined to be:

____ Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.

X Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.

____ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes*

2 CFR §200.201 – Administrative Requirements**

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR 75; for funding passed through U.S. Department of Education, 34 CFR 80.

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

Section 215.97 & 215.971, F.S.

Chapter 69I-5, F.A.C.

State Projects Compliance Supplement

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

END OF EXHIBIT

EXHIBIT 2**1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSISTS OF THE FOLLOWING:**

Program Title	Year	Funding Source	CFDA/ CSFA #	Amount
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:**2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:****MATCHING RESOURCES FOR FEDERAL PROGRAMS**

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			\$0

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Local Service Programs	General Revenue	65.009	\$ 132,380.00
TOTAL AWARD			\$ 132,380.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:**STATE FINANCIAL ASSISTANCE**

Section 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C, State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

ATTACHMENT III**LOCAL SERVICE PROGRAM****INVOICE REPORT SCHEDULE**

<u>Report Number</u>	<u>Based On</u>	<u>Due to Council On This Date</u>
1	July Advance*	July 1
2	August Advance*	July 1
3	July Expenditure Report	August 5
4	August Expenditure Report	September 7
5	September Expenditure Report	October 7
6	October Expenditure Report	November 7
7	November Expenditure Report	December 7
8	December Expenditure Report	January 6
9	January Expenditure Report	February 7
10	February Expenditure Report	March 7
11	March Expenditure Report	April 7
12	April Expenditure Report	May 5
13	May Expenditure Report	June 7
14	June Expenditure Report	July 10
15	Final Expenditure	July 28

Legend: * Advance based on projected cash need as supported by a cash-flow analysis is or other information appropriate to demonstrate the Contractor financial need for the advance.

Note # 1: Report #1 and #2 for Advance Basis Contracts cannot be submitted to the DOEA prior to July 1 or until the Contract with the Council has been executed and a copy sent to DFS.

Note # 2: Report numbers 3 through 14 will reflect an adjustment of one twelve of the total advance amount, on each of the reports respectively, repaying advances on the contract. The adjustment will be recorded in Part C, 1 of the report.

Note # 3: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 4: Reports submitted after the 10th of the month will be processed the following month. This rule will be enforced.

ATTACHMENT IV**LOCAL SERVICES PROGRAM****BUDGET SUMMARY**

FIXED SERVICES	Total Units	Unit Rate	LSP Funds	Total Reimbursement
Adult Day Care	5,502.0	\$7.42	\$40,824.80	\$40,824.80
Transportation	14,960	\$6.12	\$91,555.20	\$91,555.20
TOTAL LSP AGREEMENT AMOUNT			\$132,380.00	\$132,380.00

ATTACHMENT V**Forms 105 and 106**

CONTRACT #

**CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
PROGRAM
FUNDING SOURCE**

PROVIDER NAME, ADDRESS, PHONE & FEID # PROVIDER NAME ADDRESS ADDRESS Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX FEID #: 59-XXXXXXX	TYPE OF REPORT: A. PAYMENT REQUEST: Regular ☒ Supplemental B. METHOD OF PAYMENT: Advance ☐ Reimbursement ☒	THIS REQUEST PERIOD: MONTH REPORT #: CONTRACT PERIOD: CONTRACT # PSA#: 10		
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.				
Prepared By:	Date:	Approved By:	Date:	
PART A: CONTRACT FUNDS SUMMARY	SERVICE	SERVICE	SERVICE	TOTAL
1. Approved Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00
2. Previous Funds Requested for Contract Period	\$0.00	\$0.00	\$0.00	\$0.00
3 Contract Funds Available	\$0.00	\$0.00	\$0.00	\$0.00
PART B: CONTRACT FUNDS REQUESTED:				
1. Cash Advances (1st-2nd Months)	\$0.00	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period (= to PSA #10 Form 105Z Part B, Column E)	\$0.00	\$0.00	\$0.00	\$0.00
3. Total	\$0.00	\$0.00	\$0.00	\$0.00
PART C: NET FUNDS REQUESTED:				
1. Less Overadvance	\$0.00	\$0.00	\$0.00	\$0.00
2. Contract Funds Are Hereby Requested (Part B Line 4 minus Part C line 1) (Not to exceed Part A Line 5)	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCE EARNED	\$0.00	\$0.00	\$0.00	\$0.00
Advance Remaining	\$0.00	\$0.00	\$0.00	\$0.00

PSA #10 FORM 106C, Dated July 97

AAA Office Use Only

BATCH #: _____

VENDOR ID: P-PROVIDER

DESC: PROVIDER PROGRAM MM/YYYY

ACCOUNT #: _____.

CHECK # _____ CHECK DATE: _____

INPUT: _____ APPROVAL: _____

CONTRACT #

PROVIDER NAME, ADDRESS, PHONE # and FEID#	FUNDING SOURCE:	THIS REPORT PERIOD					
PROVIDER NAME	Program	MONTH					
ADDRESS ADDRESS		REPORT #:					
Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX		CONTRACT PERIOD: CONTRACT #					
FEID #: 59-XXXXXXXXX		PSA #: 10					
CERTIFICATION: I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in the contract. Further, I certify that the attached monthly and YTD service units /undup clients' report is correct.							
Prepared By:		Date:	Approved By:		Date:		
PART a: INCOME / RECEIPTS		A. Approved Budget	B. Actual Receipts for	C. Total Receipts Year to Date	D. % Of Approved Budget		
1. Federal Funds		\$0.00	\$0.00	\$0.00	#DIV/0!		
2. State Funds							
3. Program Income							
4. Local Cash Match							
5. SUBTOTAL: CASH RECEIPTS		\$0.00	\$0.00	\$0.00	#DIV/0!		
6. Local In-Kind match							
7. TOTAL RECEIPTS		\$0.00	\$0.00	\$0.00	#DIV/0!		
PART b: UNIT COST REPORT							
(A)	(B)	(C)	(D)	(E)	(F)	(G)	
SERVICE	CONTRACT AMOUNT	UNITS	UNIT RATE	AMOUNT EARNED THIS PERIOD	AMOUNT PREV. EARNED	AMOUNT EARNED YTD	
<u>FIXED SERVICES</u>							
				\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00	
	\$0.00			\$0.00	\$0.00	\$0.00	
PART c: OTHER REVENUE / PROGRAM INCOME		A. Total - Current Month		B. Total - Year To Date			
1.CONTRIBUTIONS: (EXCLUDES CLIENT CO-PAY COLLECTIONS)		\$0.00		\$0.00			
2.CLIENT CO-PAY ASSESSED		\$0.00		\$0.00			
3.CLIENT CO-PAY COLLECTIONS		\$0.00		\$0.00			
4.INTEREST (NET AMOUNT NOT RETURNED)		\$0.00		\$0.00			
5.MATCH VALUATION (INCLUDES CASH & IN-KIND)		\$0.00		\$0.00			

ATTACHMENT VI**CERTIFICATIONS AND ASSURANCES**

Council will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans and Cooperative Agreements**
- H. Verification of Employment Status Certification**
- I. Records and Documentation**
- J. Certification Regarding Inspection of Public Records**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative.

agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to

recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOE and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged in a boycott of Israel.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Contract and the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACT, AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Contractor and any Subcontractors of services under this Contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete

disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this Contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this Contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Contract and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire Contract term.

The Contractor shall require that the language of this certification be included in all subcontract, subgrants, and other agreements and that all subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by OMB Circulars A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation of any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 10.1 of the Standard Contract, sections and 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council, and any attorneys' fees assessed

or awarded against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Contract or services performed thereunder.

- a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S. 2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does _____ does not _____ provide for institutional memberships.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available of inspection if applicable, as stated above.

By execution of this Contract, Contractor must include these provisions (A-I) in all related subcontract agreements (if applicable).

By signing below, Contractor certifies the representations outlined in parts A through I above, are true and correct.

Signature and Title of Authorized Representative

Date

City of Deerfield Beach, Florida /
Northeast Focal Point Senior Center dba Department of Active Aging
Contractor

227 NW 2nd Street
Deerfield Beach, FL 33441

ATTACHMENT VII**ASSURANCES—NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	DATE SUBMITTED

ATTACHMENT VIII**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST**

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	County Broward	AAA/Contractor
227 NW 2nd Street	Completed By	
Deerfield Beach, FL 33441	Date	Phone 954-357-6622

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
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3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with the Council? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

7. Compare the staff composition to the population. Is the staff representative of the population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the

Population? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

10. Are all benefits, services, and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

11. For in-patient services, are room assignments made without regard to race, color, national origin, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA YES NO
☐ ☐
-
13. Are employees, applicants, and participants informed of their protection against discrimination?
If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. NA NUMBER
☐ _____
-
15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If NA or NO, explain. NA YES NO
☐ ☐ ☐
-

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain. YES NO
☐ ☐
-
17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain. YES NO
☐ ☐
-
18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO
☐ ☐
-
19. Do recruitment and notification materials advise applicants, employees, and participants of nondiscrimination on the basis of disability? If NO, explain. YES NO
☐ ☐
-
20. Are auxiliary aids available to assure the accessibility of services to hearing and sight impaired individuals? If NO, explain. YES NO
☐ ☐
-

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES NO
☐ ☐
-

DOEA USE		
Reviewed By		In Compliance: YES NO*
Program Office		*Notice of Corrective Action Sent ____/____/____
Date	Telephone	Response Due ____/____/____
On-Site	Desk Review	Response Received ____/____/____

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. (“Other” races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex, and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered, or currently served by the program or facility, and list their percent by race, sex, and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOE A recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the State of Florida, Department of Elder Affairs, or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information, and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

MASTER CONTRACT

THIS MASTER CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council,” and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging** hereinafter referred to as the “Contractor”, who are collectively referred to as the “Parties.” The term Contractor for this purpose may designate a vendor, subgrantee or subrecipient, the status to be further identified in ATTACHMENT I, Exhibit-1 as necessary.

1. Purpose of Contract

The purpose of this Master Contract is to set the general terms and conditions applicable to the contracts or agreements between the Contractor and the Council for the provision of the services specified in each one of those contracts or agreements incorporating this Master Contract by reference with all its attachments and exhibits, which shall constitute in each case the entire contract document.

1.1 State of Florida, Department of Elder Affairs’ Mission Statement

To foster an environment that promotes well-being for Florida’s elders and enables them to remain in their homes and communities. The State of Florida, Department of Elder Affairs’ vision is of all Floridians aging with dignity, purpose, and independence. Area agencies, lead agencies and local service providers, as partners and stakeholders in Florida’s aging services network, are expected to support the State of Florida, Department of Elder Affairs’ mission, vision, and program priorities.

1.2 Areawide Council on Aging of Broward County, Inc.’s Mission Statement

To plan, coordinate, monitor, evaluate and fund various groups, agencies, organizations and projects relating to the elderly in Broward County, Florida; to plan, plan for, promote, provide for and provide services and activities for elderly people in Broward County, Florida; to encourage participation and involvement of volunteers, professionals, and all other persons interested in the welfare and well-being of the elderly in Broward County, Florida.

2. Incorporation of Documents within the Contract

All contracts or agreements including attachments, proposal(s), solicitation(s), service provider application(s), grant agreements, relevant to the State of Florida, Department of Elder Affairs’ handbooks, manuals or desk books executed between the Contractor and the Council shall incorporate this Master Contract by reference and be subject to the conditions set forth in this Master Contract for the duration of the contract period(s). Any and all contracts or agreements executed between the Contractor and the Council during the effective period of this Master Contract will incorporate this Master Contract by reference and shall be governed in accordance with the applicable laws, statutes, and other conditions set forth in this Master Contract.

3. Term of Contract

This Master Contract shall begin on January 1, 2020, or on the date on which the Contract has been signed by the last party required to sign it, whichever is later. It will end at midnight, Eastern Standard Time on December 31, 2022.

4. Compliance with Federal Law

- 4.1** If any contract or agreement incorporating this Master Contract by reference contains federal funds this section shall apply:
- 4.1.1** The Contractor shall comply with the provisions of 45 Code of Federal Regulations (CFR) Part 75 and/or 45 CFR Part 92, 2 CFR Part 200 and other applicable regulations.
- 4.1.2** If the contract or agreement incorporating this Master Contract by reference contains federal funds and is over \$100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code U.S.C. 7401 et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to the Council.
- 4.1.3** The Contractor, or agent acting for the Contractor, may not use any federal funds received in connection with any contract or agreement incorporating this Master Contract by reference to influence legislation or appropriations pending before the Congress or any State Legislature. The Contractor must, prior to contract execution, complete the Certification Regarding Lobbying included in ATTACHMENT II, Certifications and Assurances.
- 4.1.4** In accordance with Appendix II to 2 CFR Part 200, the Contractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR Part 60 and 45 CFR Part 92, if applicable.
- 4.1.5** A contract or agreement award with an amount expected to equal or exceed \$25,000.00 and certain other contract or agreement awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to any contract or agreement incorporating this Master Contract by reference. The Contractor shall complete and sign the Debarment and Suspension Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.
- 4.2** The Contractor shall not employ an unauthorized alien. The Council will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation will be cause for unilateral cancellation of this Master Contract and any contract or agreement incorporating this Master Contract by reference by the Council.
- 4.3** If the Contractor is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the Pension Protection Act of 2006 or for any other reason, the Contractor must notify the Council in writing within thirty (30) days of receiving the IRS notice of revocation.

- 4.4 The Contractor shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.
- 4.5 Unless exempt under 2 CFR Part 170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.
- 4.6 To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, Contractor agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract or agreement term. The Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment eligibility of all new employees hired by the subcontractor during any contract or agreement term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. The Contractor shall complete and sign the Verification of Employment Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

5. Compliance with State Law

- 5.1 This Master Contract and any contract or agreement incorporating this Master Contract by reference is executed and entered into with the Council, with the pass through funding from the State of Florida, Department of Elder Affairs, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.
- 5.2 The Contractor shall comply with requirements of Section 287.058, F.S. as amended.
 - 5.2.1 The Contractor shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this Master Contract and any contract or agreement incorporating this Master Contract by reference, which the Council's Contract Manager must receive and accept in writing prior to payment. Expenditures pursuant to any contract or agreement incorporating this Master Contract by reference, must be in compliance with Section 215.97, F.S. and Section 215.971, F.S. and laws, rules, and regulations, including, but not limited to, the Reference Guide for State Expenditures.
 - 5.2.2 The Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
 - 5.2.3 If itemized payment for travel expenses is permitted in any contract or agreement incorporating this Master Contract by reference, the Contractor shall submit bills for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this Master Contract and any contract or agreement incorporating this Master Contract by reference. The current state rate for reimbursement of travel in a privately owned vehicle is \$0.445 per mile.
 - 5.2.4 The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in Subsection 119.011(12), F.S., made or received by the Contractor in conjunction with any contract or agreement incorporating this Master Contract by reference, except for those records which are made confidential or exempt by law. The Contractor's refusal to comply with this provision will constitute an immediate breach of contract or agreement for which the Council may unilaterally terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference.

- 5.3 If clients are to be transported under any contract or agreement incorporating this Master Contract by reference, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, F. A. C.
- 5.4 Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.
- 5.5 The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.
- 5.6 The Council may, at its option, terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference, if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List, or if the Contractor has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel. The Contractor shall complete and sign the Scrutinized Companies Lists Certification, included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.
6. **Cooperation with the Inspector General**
Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S. The Contractor further agrees that it shall include, in related subcontracts, a requirement that subcontractors performing work or providing services pursuant to any contract or agreement that incorporates this Master Contract by reference, agree to cooperate with the Inspector general in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S.
7. **Background Screening**
The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.
- 7.1 To demonstrate compliance with this provision, Contractor shall submit annually, no later than January 5th, the completed ATTACHMENT VII, Background Screening Affidavit of Compliance.
- 7.2 Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doca/backgroundscreening.php>.

Any report that implies criminal intent on the part of the Contractor or any subcontractors and referred to a governmental or investigatory agency, must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material

concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

8. Grievance and Complaint Procedures

8.1 Grievance Procedures

The Contractor shall comply with and ensure compliance with the Minimum Guideline for Recipient Grievance Procedures, Appendix D, Department of Elder Affairs Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

8.2 Complaint Procedures

The Contractor shall develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and the determination of the complaint.

9. Public Records and Retention

By execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference, Contractor agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

- 9.1** Keep and maintain public records required by the Council to perform the contracted services.
- 9.2** Upon request from the Council's custodian of public records, provide the Council a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- 9.3** 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 Contractor does not transfer the records to the Council.
- 9.4** Upon completion of the contract or agreement incorporating this Master Contract by reference, the Contractor will either transfer, at no cost to the Council, all public records in possession of the Contractor, or will keep and maintain public records required by the Council. If the Contractor transfers all public records to the Council upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Council in a format that is compatible with the information technology systems of the Council.
- 9.5** The Council may unilaterally cancel any contract or agreement incorporating this Master Contract by reference, notwithstanding any other provisions of this Master Contract, for refusal by the Contractor to comply with Section 8 of this Master Contract by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction

with this Master Contract or any contract or agreement incorporating this Master Contract by reference, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MASTER CONTRACT OR ANY CONTRACT THAT INCORPORATES THIS MASTER CONTRACT BY REFERENCE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351**

(954) 745-9567

10. Audits, Inspections, Investigations

- 10.1** The Contractor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Council under this Master Contract and any contract or agreement incorporating this Master Contract by reference. Contractor shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under any contract or agreement which incorporates this Master Contract by reference. Whenever appropriate, financial information should be related to performance and unit cost data.
- 10.2** The Contractor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to any contract or agreement which incorporates this Master Contract by reference for a period of six (6) years after completion of the contract or agreement incorporating this Master Contract by reference or longer when required by law. In the event an audit is required for any contract or agreement incorporating this Master Contract by reference, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any contract or agreement incorporating this Master Contract by reference, at no additional cost to the Council.
- 10.3** Upon demand, at no additional cost to the Council, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.
- 10.4** The Contractor shall assure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Council.
- 10.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Council and federal auditors, pursuant to 45 CFR Part 75, will be allowed full access to and the right to examine any of the Contractor's contracts or agreements, related records and documents pertinent to any contract or agreement, regardless of the form in which it is kept.
- 10.6** The Contractor shall provide a financial and compliance audit to the Council as specified in ATTACHMENT I of this Master Contract and ensure that all related third-party transactions are disclosed to the auditor.

11. Nondiscrimination-Civil Rights Compliance

- 11.1** The Contractor shall execute assurances in ATTACHMENT III, Assurances-Non-Construction Programs, that it will not discriminate against any person in the provision of services or benefits under any contract or agreement incorporating this Master Contract by reference or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, sub grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex. The Contractor shall complete and sign ATTACHMENT III, Assurances-Non-Construction Programs, prior to the execution of this Master Contract.
- 11.2** During the term of this Master Contract and any contract or agreement incorporating this Master Contract by reference, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, ATTACHMENT IV.
- 11.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through any contract or agreement incorporating this Master Contract by reference. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 11.4** If any contract or agreement incorporating this Master Contract by reference, contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.
- 12. Monitoring by the Council**
The Contractor shall allow persons duly authorized by the Council to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor which are relevant to this Master Contract and any contract or agreement which incorporates this Master Contract by reference, and to interview any clients, employees and subcontractor employees of the Contractor to assure the Council of the satisfactory performance of the terms and conditions of any contract or agreement which incorporates this Master Contract by reference. Following such review, the Council will provide a written report of its findings to the Contractor, and where appropriate, the Contractor shall develop a corrective action plan. The Contractor hereby agrees to correct all deficiencies identified in the corrective action plan in a timely manner as determined by the Council.
- 13. Provision of Services**
The Contractor shall provide services in the manner to be described in subsequent contracts or agreements incorporating this Master Contract by reference.

14. Coordinated Monitoring with Other Agencies

If the Contractor receives funding from one or more State of Florida's human service agencies, in addition to the State of Florida, Department of Elder Affairs through the Council, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of any contract or agreement incorporating this Master Contract by reference, and pursuant to Section 287.0575, F.S. as amended, State of Florida's human service agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, the Department of Veterans Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Contractor will comply and cooperate with all monitors, inspectors, or investigators.

15. New Contract(s) Reporting

The Contractor shall notify the Council within ten (10) days of entering into a new contract or agreement with any of the five (5) state human service agencies. The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) contract or agreement start and end dates; (4) contract or agreement amount; (5) contract or agreement description and commodity or service; and (6) Contract Manager name and number. In complying with this provision, and pursuant to Section 287.0575, F.S. as amended, the Contractor shall complete and provide the information in ATTACHMENT VI, Provider's State Contracts List.

16. Indemnification

The Contractor shall indemnify, save, defend, and hold harmless the Council and its agents and employees and the State of Florida and its agents and employees and the State of Florida, Department of Elder Affairs and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference or performance of the services provided for herein. It is understood and agreed that the Contractor is not required to indemnify the Council for claims, demands, actions or causes of action arising solely out of the Council's negligence. Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 14 is not applicable to contracts or agreements executed between the Contractor, the Council and state agencies or subdivisions defined in Section 768.28(2), F.S.

17. Insurance and Bonding

- 17.1** The Contractor shall provide continuous adequate liability insurance coverage during the existence of any contract or agreement incorporating this Master Contract by reference and any renewal(s) and extension(s) of it. By execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference, unless it is a state agency or subdivision as defined by Subsection 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under any contract or agreement incorporating this Master Contract by reference. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under any contract or agreement incorporating this Master Contract by reference. The Contractor shall ensure that the Council has the most current written verification of insurance coverage throughout the term of any contract or agreement incorporating this Master Contract by reference. Such coverage may be provided by a self-insurance program established and operating under the laws of the State

of Florida. The Council reserves the right to require additional insurance as specified in any contract or agreement incorporating this Master Contract by reference.

- 17.2** Throughout the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Contractor authorized to handle funds received or disbursed under all contracts or agreements incorporating this Master Contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

18. Health Insurance Portability and Accountability Act

The Contractor shall not use or disclose any information concerning a recipient of services under any contract or agreement incorporating this Master Contract by reference, for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law. Where applicable, the Contractor shall comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.), as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

The Council, as a covered entity, and the Contractor, as a business associate, shall comply with the provisions of 45 CFR Part 164 by entering into a Business Associate Agreement, ATTACHMENT IX, to ensure that the business associate will appropriately safeguard Protected Health Information (PHI).

19. Incident Reporting

- 19.1** The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates this Master Contract by reference. Such notice shall be made orally to the Council's Contract Manager (by telephone) with an email to immediately follow.
- 19.2** The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Contractor and its employees.

20. Bankruptcy Notification

During the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall immediately notify the Council if the Contractor, its assignees, Subcontractors or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to the Council: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and, (4) the name address, and telephone number of the bankruptcy attorney.

21. Sponsorship and Publicity

- 21.1** As required by Section 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through

any contract or agreement incorporating this Master Contract by reference, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name), Areawide Council on Aging of Broward County, Inc., and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Areawide Council on Aging of Broward County, Inc. and State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization.

- 21.2** The Contractor shall not use the words "Areawide Council on Aging of Broward County, Inc. and the State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Council prior to use.

22. Assignments

- 22.1** The Contractor shall not assign the rights and responsibilities under any contract or agreement incorporating this Master Contract by reference without the prior written approval of the Council, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Council will constitute a material breach of the contract or agreement.
- 22.2** The Council is at all times entitled to assign or transfer, in whole or part, its rights, duties, or obligations under any contract or agreement to another contractor in Broward County, upon giving prior written notice to the Contractor. In the event the Council approves transfer of the Council's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the contract or agreement. Notwithstanding the foregoing, should the Council assign the duties, rights, or obligations hereunder to a provider, individual, or entity who has been excluded, debarred, suspended, or otherwise deemed ineligible to participate in a Federal Health Care Program, including but not limited to Medicare or Medicaid, Contractor shall be entitled to immediately terminate this Agreement with no further obligations and with no liability, cost, penalty, or imposition of any damages.
- 22.3** This Master Contract and any contract or agreement incorporating this Master Contract by reference shall remain binding upon the successors in interest of either the Contractor or the Council.

23. Subcontracts

The Contractor is responsible for all work performed and for all commodities produced pursuant to any contract or agreement incorporating this Master Contract by reference, whether actually furnished by the Contractor or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Council deems necessary. The Contractor further agrees that the Council will not be liable to the subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Council against any such claims as permitted by law.

- 23.1** The Contractor shall promptly pay any subcontractor upon receipt of payment from the Council. Failure to make payments to any subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in any contract or agreement incorporating this Master Contract by reference between the Contractor and subcontractor, will result in a penalty as provided by statute.

24. Funding Obligations

- 24.1** The Council acknowledges its obligation to pay the Contractor for the performance of the Contractor's duties and responsibilities set forth in any contract or agreement incorporating this Master Contract by reference.
- 24.2** The Council shall not be liable to the Contractor for costs incurred or performance rendered unless such costs and performances are in accordance with the terms and conditions of any contract or agreement executed between the Parties, which incorporates this Master Contract by reference, including but not limited to terms, governing the Contractor's promised performance and unit rates and/or reimbursement capitations specified.
- 24.3** The Council shall not be liable to the Contractor for any expenditures which are not allowable costs as defined in 45 CFR, Parts 74 and 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules.
- 24.4** The Council shall not be liable to the Contractor for expenditures made in violation of regulations promulgated under the Older Americans Act, as amended, or in violation of applicable state and federal laws, rules, or provisions of any contract or agreement incorporating this Master Contract by reference.

25. Independent Capacity of Contractor

It is the intent and understanding of the Parties that the Contractor, or any of its subcontractors, are independent contractors and are not employees of the Council or the State of Florida, Department of Elder Affairs and shall not hold themselves out as employees or agents of the Council or the State of Florida, Department of Elder Affairs without specific authorization from the Council. It is the further intent and understanding of the Parties that the Council does not control the employment practices of the Contractor and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Contractor. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Contractor will be the sole responsibility of the Contractor.

26. Payment

- 26.1** Payments shall be made to the Contractor pursuant to Section 215.422, F.S., as services are rendered and invoiced by the Contractor. The Council's Finance Director will have final approval of the invoice for payment, and will approve the invoice for payment only if the Contractor has met all terms and conditions of any contract or agreement incorporating this Master Contract by reference, unless the bid specifications, purchase order, or the contract or agreement specify otherwise. The approved invoice will be submitted to the Council's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of Section 215.422, F.S.
- 26.2** The Contractor agrees to submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre audit and post audit thereof. The Contractor shall comply with the particular requirements under the following laws and guidelines that are applicable to the contracts or agreements incorporating this Master Contract by reference: (a) paragraph (16) (b) of Section 216.181, F.S., regarding advances; (b) paragraph 69I-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and, (c) the Invoice Requirements of the Reference Guide for State

Expenditures from the Department of Financial Services at: (https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf). The Contractor certifies that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables contracts or agreements incorporating this Master Contract by reference, including paid subcontractor invoices, and will be produced upon request by the Council. The Contractor further certifies that reimbursement requested is only for allowable expenses as defined in the laws and guiding circulars cited in Sections four (4) and five (5) of this Master Contract, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the Contractor's approved service provider application as developed in accordance with and pursuant to Section 306(a) of the Older Americans Act of 1965, as amended.

- 26.3** The Contractor shall provide units of deliverables, including reports, findings, and drafts as specified in the contracts or agreements and attachments which incorporate this Master Contract by reference, and the service provider application developed by the Contractor (pursuant to Section 306(a) of the Older Americans Act), to be received and accepted by the Contract Manager prior to payment.

27. Return of Funds

The Contractor shall return to the Council any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of any contract or agreement incorporating this Master Contract by reference that were disbursed to the Contractor by the Council. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the Council. In the event that the Council first discovers an overpayment has been made, the Finance Director, on behalf of the Council, will notify the Contractor in writing of such findings. Should repayment not be made forthwith, the Contractor shall be charged at the lawful rate of interest on the outstanding balance pursuant to Section 55.03, F.S., after Council notification or Contractor discovery.

28. Data Integrity and Safeguarding Information

The Contractor shall insure an appropriate level of data security for the information the Contractor is collecting or using in the performance of any contract or agreement incorporating this Master Contract by reference. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software must be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Contractor shall maintain written procedures for computer system backup and recovery. The Contractor shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

29. Computer Use and Social Media Policy

The State of Florida, Department of Elder Affairs has implemented a Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, other-personal-services and volunteers, including all personnel affiliated with third

parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the State of Florida, Department of Elder Affairs' computer resource systems must comply with the State of Florida, Department of Elder Affairs' Social Media Policy, ATTACHMENT V, regarding social media. Social Media includes, but is not limited to blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube.

30. Conflict of Interest

The Contractor shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Contractor or subcontractor shall participate in selection, or in the award of a contract or agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Contractor's Board of Directors and management must disclose to the Council any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of any contract or agreement incorporating this Master Contract by reference. The Contractor's employees must make the same disclosures described above to the Contractor's Board of Directors. Compliance with this provision will be monitored.

31. Public Entity Crime

Pursuant to Section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract or agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

32. Purchasing

- 32.1** The Contractor may purchase articles which are the subject of or are required to carry out any contract or agreement from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in Subsections 946.515(2) and (4), F.S. For purposes of this Master Contract, the Contractor will be deemed to be substituted for the Council insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

32.2 The Contractor may procure any recycled products or materials, which are the subject of or are required to carry any contract or agreement incorporating this Master Contract by reference, in accordance with the provisions of Section 403.7065, F.S.

32.3 The Contractor may purchase articles that are the subject of, or required to carry out, any contract or agreement from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S. For purposes of any contract or agreement incorporating this Master Contract by reference, the Contractor shall be deemed to be substituted for the Council insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>. This clause is not applicable to subcontractors unless otherwise required by law.

33. Patents, Copyrights, Royalties

If any contract or agreement incorporating this Master Contract by reference is awarded state funding and if any discovery, invention or copyrightable material is developed, produced or for which ownership was purchased in the course of or as a result of work or services performed under any contract or agreement incorporating this Master Contract by reference, the Contractor shall refer the discovery, invention or material to the Council to be referred to the State of Florida, Department of Elder Affairs and/or the Department of State. Any and all patent rights or copyrights accruing under any contract or agreement incorporating this Master Contract by reference are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to Section 287.0571 (5) (k), the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in any contract or agreement incorporating this Master Contract by reference.

33.1 If the primary purpose of any contract or agreement incorporating this Master Contract by reference is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to Paragraph 33.

33.2 If any contract or agreement incorporating this Master Contract by reference is awarded solely federal funding, the terms and conditions are governed by 2 CFR §200.315 or 45 CFR §75.322, as applicable.

33.3 Notwithstanding the foregoing provisions, if the Contractor or one of its subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but the State of Florida, Department of Elder Affairs shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Contractors, subcontractors or assignees of any resulting patented, copyrighted or trademarked work products.

34. Emergency Preparedness and Continuity of Operations

34.1 If the tasks to be performed pursuant to any contract or agreement incorporating this Master Contract by reference include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Contractor shall, within thirty (30) calendar days of the execution of any contract or agreement, submit to the Council verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Council of emergency provisions.

- 34.2** In the event a situation results in a cession of services by a subcontractor, the Contractor shall retain responsibility for performance under any contract or agreement incorporating this Master Contract by reference and must follow procedures to ensure continuity of operations without interruption.

35. Equipment

- 35.1** Equipment means: (a) an article of nonexpendable, tangible personal property, including information technology systems, having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$5,000.00 [for federal funds - 2 CFR §200.33 and 45 CFR §75.2, as applicable], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of \$1,000.00 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].
- 35.2** Contractors and subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of equipment, any loss damage, or theft must be investigated [45 CFR §75.320(d)(3)]; (d) maintenance procedures to keep the equipment in good condition; and (e) if the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return. The property records must be maintained on file and shall be provided to the Council upon request. The Contractor shall promptly investigate, fully document and fully document and notify the Council's Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the Council's Contract Manager.
- 35.3** The Contractor's property management standards for equipment (including replacement equipment), whether acquired in whole or in part with federal funds and federally-owned equipment shall, as a minimum, meet the following requirements and to include accurately maintained equipment records with the following information:
- (1) Property records must be maintained that include a description of the equipment;
 - (2) Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
 - (3) Source of funding for the equipment, including the federal award identification number;
 - (4) Whether title vests in the Contractor or the federal government;
 - (5) Acquisition date (or date received, if the equipment was furnished by the federal government) and cost;
 - (6) Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
 - (7) Location, use and condition of the equipment and the date the information was reported;
 - (8) Unit acquisition cost; and
 - (9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.

- 35.4** Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$1,000.00 is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Contractor [for federal funds see 2 CFR §200.313(a) and 45 CFR §75.320(a), as applicable], subject to the conditions of 2 CFR Part 200 and/or 45 CFR Part 75. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this Master Contract or any contract or agreement incorporating this Master Contract by reference, or identified in the sub agreements with subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F. S. and 60A-1.017, F. A. C. and 2 CFR Part 200 and/or 45 CFR Part 75.
- 35.5** The Contractor shall not dispose of any equipment or materials provided by the Council or the State of Florida, Department of Elder Affairs, or purchased with funds provided through any contract or agreement incorporating this Master Contract by reference without first obtaining the approval of the Council. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the Council. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).
- 35.6** The Council will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR §200.313 or 45 CFR §75.320, as applicable.
- 35.7** Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through contracts or agreements covered under any contract or agreement incorporating this Master Contract by reference without the prior approval of the Council. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b United States Code. Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of Section 216.348, F. S.
- 35.8** Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 35.9** Contractor must adhere to the State of Florida, Department of Elder Affairs' procedures and standards when purchasing Information Technology Resources (ITR) as part of any contract or agreement incorporating this Master Contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. Contractor shall secure written approval through the Council's Contract Manager prior to the purchase of any ITR. Contractor shall not be reimbursed for any purchase made prior to the written approval. The completed ITR worksheet shall be maintained in the Contractor's LAN administrator's file and must be provided to the Council upon request. The Contractor has the responsibility to require any subcontractors to comply with the State of Florida, Department of Elder Affairs' ITR procedures.

36. PUR 1000 Form

The PUR 1000 Form is hereby incorporated by reference and available at: http://www.myflorida.com/apps/vbs/adoc/F7740_PUR1000.pdf.

In the event of any conflict between the PUR 1000 Form and any terms or conditions of any contract or agreement the terms or conditions of any contract or agreement shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

37. Use of State Funds to Purchase or Improve Real Property

Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

38. Dispute Resolution

Any dispute concerning performance of any contract or agreement incorporating this Master Contract by reference that cannot be resolved by agreement of both Parties shall be decided by the Council's Executive Director, who shall reduce the decision to writing and serve a copy on the Contractor, provided, however, that a party is not precluded from filing any action in a state court of competent jurisdiction if the decision of the Council's Executive Director is unsatisfactory to such party.

39. Financial Consequences of Non-Performance

If the Contractor fails to meet the minimum level of service or performance identified in any contract or agreement incorporating this Master Contract by reference, or that is customary for the industry, then the Council must apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to contract or agreement suspension, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, and/or cancellation of any contract or agreement and reacquiring services from an alternate source.

- 39.1** The Contractor will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the Council and/or the State of Florida, Department of Elder Affairs.

40. No Waiver of Sovereign Immunity

Nothing contained in any contract or agreement incorporating this Master Contract by reference is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

41. Venue

If any dispute arises out of any contract or agreement incorporating this Master Contract by reference, the venue of such legal recourse will be Broward County, Florida.

42. Entire Contract

This Master Contract and any contract or agreement incorporating this Master Contract by reference, contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon the Council or the Contractor unless expressly

contained herein or by a written subsequent contract, agreement and/or amendment to this Master Contract signed by both Parties.

43. Force Majeure

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

44. Severability Clause

The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable the other provisions are severable to that void provision and shall remain in full force and effect.

45. Condition Precedent to Contract Appropriations

The Parties agree that the Council's performance and obligation to pay under any contract or agreement incorporating this Master Contract by reference is contingent upon an annual appropriation by the State Legislature. In the event such an appropriation is not made, the Contractor will not be entitled to file a claims bill.

46. Addition/Deletion

The Parties agree that the Council reserves the right to add or to delete any of the services required under any contract or agreement incorporating this Master Contract by reference when deemed to be in Broward County's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

47. Waiver

The delay or failure by the Council to exercise or enforce any of its rights under any contract or agreement incorporating this Master Contract by reference will not constitute or be deemed a waiver of the Council's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

48. Compliance

The Contractor shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current State statutes, laws, rules and regulations. The Parties agree that failure of the Contractor to abide by these laws shall be deemed an event of default of the Contractor, and subject any contract or agreement incorporating this Master Contract by reference, to immediate, unilateral cancellation of the contract or agreement at the discretion of the Council.

49. Final Invoice

The Contractor shall submit the final invoice for payment to the Council as specified in any contract or agreement incorporating this Master Contract by reference. If the Contractor fails to submit final request for payment as specified in any contract or agreement, then all rights to payment may be forfeited and the Council may not honor any requests submitted. Any payment due under the terms of any contract or agreement incorporating this Master Contract by reference may be withheld until all required documentation and reports due from the Contractor and necessary adjustments thereto have been approved by the Council.

50. Renegotiations or Modifications

Modifications of the provisions of any contract, agreement, and this Master Contract shall be valid only when they have been reduced to writing and duly signed by both Parties. The rate of payment and the total dollar amount may be adjusted retroactively for any contract or agreement incorporating this Master Contract by reference to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Council's operating budget.

51. Suspension of Work

The Council may in its sole discretion suspend any or all activities under this Master Contract and any contract or agreement incorporating this Master Contract by reference, at any time, when in the best interests of the Council to do so. The Council shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the Council shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

52. Termination**52.1 Termination for Convenience**

Either party, by written notice to the other party, may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference in whole or in part when the party determines in its sole discretion that it is in the party's interest to do so and reasonable notice, no less than thirty (30) calendar days is provided, unless a sooner time is mutually agreed upon in writing. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. Neither party shall be entitled to recover any cancellation charges or lost profits.

52.2 Termination for Cause

The Council may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference if the Contractor fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of this Master Contract and any contract or agreement incorporating this Master Contract by reference, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated.

Further, this Agreement may be terminated by Contractor for cause. For purposes of this Agreement, "cause" shall mean any material breach of this Master Contract, and failure to cure such breach within thirty (30) days following written notice of such breach.

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform any contract or agreement incorporating this Master Contract by reference arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the

subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtained from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Council. The rights and remedies of the Parties in this clause are in addition to any other rights and remedies provided by law or under this Master Contract.

- 52.3** All electronically stored records shall be provided to the Council in a format that is compatible with the Council's and the State of Florida, Department of Elder Affairs' information technology systems.

53. Electronic Records and Signature

The Council authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Master Contract and any contract or agreement which incorporates this Master Contract by reference. A Contractor that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the *Uniform Electronic Transaction Act*, Section 668.50, F.S. All electronic records must be fully auditable; are subject to *Florida's Public Records Law*, chapter. 119, F.S.; must comply with Section 28, *Data Integrity and Safeguarding Information*; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by any contract or agreement incorporating this Master Contract by reference.

- 53.1** The Council's authorization pursuant to this section does not authorize electronic transactions between the Contractor and the Council. The Contractor is authorized to conduct electronic transactions with the Council only upon further written consent by the Council.

- 53.2** Upon request by the Council, the Contractor shall provide the Council with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Council of any document that was originally in electronic form with an electronic signature must indicate the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

54. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

55. Enforcement

The Council may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor's designation as a Contractor, if the Council finds that:

- (1) An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating this Master

Contract by reference, or substantially and negatively affected the operation of services covered under any contract or agreement;

- (2) The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
- (3) The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;
- (4) The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
- (5) The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this Master Contract and any contract or agreement incorporating this Master Contract by reference;
- (6) The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; and/or
- (7) The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.

55.1 In the alternative, the Council may, at its sole discretion, take immediate measures against the Contractor, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Contractor on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S.

55.2 In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating this Master Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.

55.3 Use of Service Dollars/Wait List Management

The Contractor is expected to spend all federal, state, and other funds provided by the Council, for the purpose specified in each contract or agreement incorporating this Master Contract by reference. The Contractor must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period, for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to another Contractor during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

55.4 The Contractor agrees to distribute funds as detailed in the service provider application and the Budget Summary, included in each contract or agreement incorporating this Master Contract by reference. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require a contract amendment.

55.5 Surplus/Deficit Report

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council's Contract Manager by the 5th of each month. This report is for all contracts or agreements incorporating this Master Contract by reference between the Contractor and the Council. The report will include the following:

- (1) A list of all services and their current status regarding surplus or deficit;

- (2) The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;
- (3) Recommendations to transfer funds to resolve surplus/deficit spending;
- (4) Input from the Contractor's Board of Directors on resolution of spending issues, if applicable;
- (5) Number of clients currently on Assessed Prioritized Consumer List (APCL), that receive a priority ranking score of 4 or 5; and
- (6) Number of clients currently on the APCL designated as Imminent Risk.

56. Official Payee and Representatives (Names, Address, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Master Contract, and mailing address of the official payee to whom the payment will be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under Master Contract is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Contract Manager for the Council for this Master Contract is:	Marie Laurent Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice will be provided in writing to the other party and the notification attached to the originals of this Master Contract.		

57. Selection of A Project Director

- 57.1** In the event the representative of the Contractor, responsible for administration of the Program (Project Director), resigns, is terminated, or for other reasons, no longer is responsible for the Contract, the Contractor will submit, at a minimum, the names and credentials of three finalists being considered for the Project Director's vacancy. The Council will review and either approve or disapprove the candidates' credentials within ten (10) working days of such notification. Final

selection of the Project Director will be made by the administering agency of the Contractor from the approved listing.

57.2 The qualifications of the person, selected to be a new Project Director, must receive approval by the Council prior to appointment. The following steps constitute the required process:

- (1) The Contractor will notify the Council of its recruitment methods. This notification must permit reasonable opportunity for the Council to comment and offer technical assistance on the recruitment plan. The plan must contain:
 - a. appropriate and reasonable effort to recruit applicants on a non-discriminatory basis.
 - b. information on where, when, how, and how long the vacancy will be advertised.
 - c. the methodology for accepting applications.
 - d. the methodology for screening applications/applicants.
 - e. the criteria which will be applied to determine three-to-five persons qualified for the position.
 - f. the education, training, and or experience deemed essential for the position as determined by the Contractor.
- (2) The Contractor will provide the Council with the application or resume' of persons deemed best qualified.
- (3) Council will, within ten (10) working days, review the application/resume of the candidates and offer comments on their qualifications.
- (4) After review and comment by Council, the Contractor is authorized to hire any of the individuals which have been deemed by the Council to meet the qualifications for the Project Director's position.

57.3 If Council determines that none of the proposed candidates meet the qualifications for Project Director, the Contractor must repeat the recruitment cycle.

57.4 The Contractor will repeat the recruitment cycle if the qualifications are judged by the Council to be insufficient.

57.5 At any time there is a vacancy for a Project Director, the Contractor must immediately appoint an "Acting" Project Director, and notify the Council upon appointment. No person may serve as an "Acting" Director for more than 120 calendar days without prior written approval of the Council.

58. All Terms and Conditions Included

This Master Contract and its attachments, I - VIII and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Master Contract will supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Master Contract, the Parties agree that they have read and agreed to the entire contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the Parties hereto have caused this 54- page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

City of Deerfield Beach, Florida /
Northeast Focal Point Senior Center dba
Department of Active Aging

Areawide Council on Aging of
Broward County, Inc.

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE



SIGNED BY



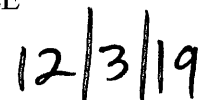
SIGNED BY

BILL GANZ
NAME

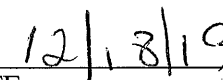
PAULINE GRANT
NAME

MAYOR
TITLE

PRESIDENT
TITLE



DATE



DATE

FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30

ATTACHMENT I**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council and the State of Florida, Department of Elder Affairs, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Council and/or the State of Florida, Department of Elder Affairs staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Master Contract, and any contract or agreement incorporating this Master Contract by reference, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Council to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council, the State of Florida Chief Financial Officer (CFO) or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Funding Summary indicates federal resources awarded through the Council. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Contractor expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of thirty (30) days after receipt of the audit report or nine (9) months after the end of the Contractor's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Funding Summary indicates state financial assistance awarded through the Council. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I- 5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than nine (9) months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of any contract incorporating this Master Contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR §200.512

by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Additionally, copies of financial reporting packages required by this Master Contract's Financial Compliance Audit Attachment, Part II shall be submitted by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351

The Auditor General's Office at the following address:

State of Florida Auditor General Claude Pepper Building, Room 574
111 West Madison Street, Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this Master Contract and any contract incorporating this Master Contract by reference shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Master Contract and any contract incorporating this Master Contract by reference for a period of six (6) years from the date the audit report is issued, and shall allow the Council and/or the State of Florida, Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO) or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Council and/or the State of Florida, Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO), or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

END OF ATTACHMENT

ATTACHMENT I EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Contractor has been determined to be:

☐ Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.

☒ Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.

☐ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub-recipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes* 2 CFR §200.201 – Administrative Requirements**

2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

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

Sections 215.97 & 215.971, F.S.

Chapter 69I-5, F.A.C.

State Projects Compliance Supplement Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

END OF EXHIBIT

ATTACHMENT II**CERTIFICATIONS AND ASSURANCES**

Council will not award this Master Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of any contract or agreement incorporating this Master Contract by reference, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. Certification Regarding Public Entity Crimes, Section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements**
- H. Verification of Employment Status Certification**
- I. Records and Documentation**
- J. Certification Regarding Inspection of Public Records**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Master Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Master Contract and any contract incorporating this Master Contract by reference was made or entered into. Submission of this certification is a prerequisite for making or entering into this Master Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially

assisted program or activity. Contractor understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in Section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not participating in a boycott of Israel.

If any contract or agreement incorporating this Master Contract by reference is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Master Contract and any contract or agreement incorporating this Master Contract by reference and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify any of the statements in this certification, Contractor shall attach an explanation to this Master Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Contractor and any subcontractors of services under this Master Contract or any contracts or agreements incorporating this Master Contract by reference have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of

outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

2. Management Information Systems used by the Contractor, subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.

3. If any contract or agreement incorporating this Master Contract by reference includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

5. The Contractor and any subcontractors of services under any contract or agreement incorporating this Master Contract by reference warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Master Contract or any contract or agreement incorporating this Master Contract by reference, and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to any contract or agreement incorporating this Master Contract by reference utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire contract term. The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract and any contract or agreement incorporating this Master Contract by reference imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or any party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 8.1 and 8.2 of this Master Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council and any attorneys' fees assessed or awarded

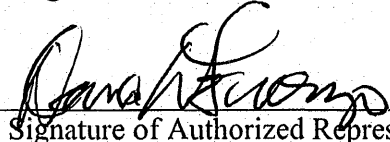
against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Master Contract or any contract or agreement incorporating this Master Contract by reference, or services performed thereunder. a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.

2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (State of Florida, Department of Elder Affairs) are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does does not X provide for institutional memberships, as referenced in Section J.2. of this Attachment.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available for inspection as stated above.

By execution of this agreement, Contractor must include these provisions (A-J) by reference in all related subcontract agreements (if applicable) and Contractor certifies the representations outlined in parts A through J above, are true and correct.


Signature of Authorized Representative

12/3/19
Date

Director of Active Aging
Title

City of Deerfield Beach, Florida /
Northeast Focal Point Senior Center dba Department of Active Aging
Contractor

227 NW 2nd Street, Deerfield Beach, FL 33441
Address

ATTACHMENT III**ASSURANCES—NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), regarding labor standards for federally assisted construction sub agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

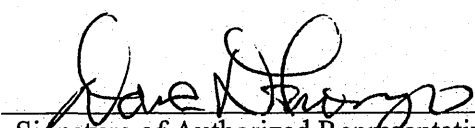
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

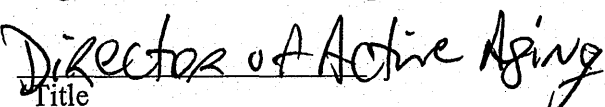
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.


Signature of Authorized Representative

12/3/19
Date


Title

City of Deerfield Beach, Florida /
Northeast Focal Point Senior Center dba Department of Active Aging
Contractor

227 NW 2nd Street, Deerfield Beach, FL 33441
Address

ATTACHMENT IV

**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST**

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	County: Broward	PSA10
227 NW 2nd Street	Completed By:	
Deerfield Beach, FL 33441	Date	Phone: 954-480-4449

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
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3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with Council? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

7. Compare the staff composition to the population. Is staff representative of the population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain.

NA YES NO

☐ ☐ ☐

13. Are employees, applicants and participants informed of their protection against discrimination?

NA YES NO

☐ ☐ ☐If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain.

14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility.

NA NUMBER

☐ _____

15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If NA or NO, explain.

NA YES NO

☐ ☐ ☐**PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES**

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain.

YES NO

☐ ☐

17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain.

YES NO

☐ ☐

18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain.

YES NO

☐ ☐

19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain.

YES NO

☐ ☐

20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain.

YES NO

☐ ☐**PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.**

21. Do you have a written affirmative action plan? If NO, explain.

YES NO

☐ ☐**DOEA USE ONLY**

Reviewed By		In Compliance: YES NO*
Program Office		*Notice of Corrective Action Sent ____/____/____
Date	Telephone	Response Due ____/____/____
On-Site	Desk Review	Response Received ____/____/____

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOE A recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the Florida State of Florida, Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504. 45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504. 45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

Social Media Policy

1.0 Purpose

The purpose of this policy is to establish guidelines for the use of social media. This policy must be followed in conjunction with the Department's Computer Use Policy #420.10, Chapter 60L-36, Conduct of Employees, Florida Administrative Code, and any other personnel policies regarding employee conduct.

2.0 Scope

This policy applies to employees, contracted employees, consultants, OPS, and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the Department's computer resource systems must comply with this policy. This policy applies to use of personal social media accounts accessed from both personal and DOEA owned or leased computers and other wireless communication devices such as cell phones and personal digital assistants.

3.0 Policy

Social media is a term commonly used to describe websites and online tools which allow users to interact with each other by sharing information, opinions, knowledge and interests. Social media includes, but are not limited to, blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, SMS (texting), social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube.

The Department recognizes that social media are powerful communications tools that can be used to enhance services, promote collaboration, provide information and for personal enrichment. The Department respects the rights of employees to use these tools as a medium of self-expression. The Department also recognizes that permitting the use of such tools is not without risk, and has developed the following guidelines that employees must observe when using social media.

Please be aware that the Department's official electronic business is primarily conducted via the Department's email system therefore; if employees, contracted employees, consultants, OPS, and volunteers use social media to conduct official Department business then they must provide notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's or entity's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

4.0 Guidelines for Employees

4.1 Respect Department time and property: Use of Department computers and other wireless communication devices are designed and intended to assist the employee in the accomplishment of the employee's job assignments. Social networking must not interfere with the employee's timely performance of work obligations. Reasonable use of social media for personal use is permitted during breaks and lunch. Excessive use of social media during work hours is prohibited and may be grounds for disciplinary action as provided in Chapter 60L-36, Florida Administrative Code.

4.2 Confidential Information: Employees are prohibited from posting any confidential, proprietary, copyrighted, protected health information (PHI) or otherwise legally protected information or materials on their social networking accounts.

4.3 Respectful Communications: State Employees must remember to conduct themselves, on and off the job, in a manner that will not bring discredit or embarrassment to the state, its employees or agents. This includes online activity. See Rule 60L-36.005, Florida Administrative Code. Be respectful when using social media especially in communications and blogs related to or referencing the Department, an affiliate, or partner. Information exchanged on social networking sites can be accessed by vendors, suppliers, and business partners and can be kept on-line, in theory, forever.

- a. Employees are prohibited from using social networking accounts to harass, bully, threaten, libel, malign, defame, disparage, or discriminate against co-workers, managers, vendors, or anyone else. Behaviors that constitute harassment and bullying include, but are not limited to, comments that are derogatory with respect to race, religion, gender, sexual orientation, color, age, or disability; sexually explicit or suggestive, humiliating, or demeaning comments; threats to stalk, haze, or physically injure another employee.
- b. Supervisors, managers and administrators are cautioned to remember that if they “friend” subordinates, or subordinates of other supervisors, managers, and administrators they need to maintain the same appropriate professional relationship online as in the office.
- c. Employees are prohibited from writing about, posting pictures of, or otherwise referring to any other employees without their permission.
- d. Employees should refrain from using profane and vulgar language and avoid discussions of conduct that is prohibited by Department policies, such as alcohol or drug use on state property or during work hours.

4.4 Use Personal Email Addresses Only On Social Networking Sites: Department email addresses should be used only for work-related communications. The “elderaffairs.org” address attached to your name implies that you are acting on the Department’s behalf and all actions are public and subject to public records laws.

4.5 Remember You Are Responsible For What You Post: You are responsible for any of your online activity conducted either on your own computer or with a Department email address, and/or which can be traced back to the Department’s domain, and/or which uses Department assets, networks, and resources.

4.6 Disclaimers on Personal Sites: If you identify yourself as an employee of the Department, please remember to identify your views and opinions as your own. You must note that the views expressed are your own and do not necessarily reflect the views of the Department.

4.7 Monitoring: In conjunction with the Department’s Computer Use Policy, the Department reserves the right, at its discretion, to review any employee’s electronic files and messages and usage to the extent necessary to ensure that electronic media and services are being used in compliance with the law and with this and other Department policies.

- a. Employees must understand that anything they post online from any computer is public and employees should not assume that they have a right to privacy with regards to

electronic communications that are sent, received, created, accessed, obtained, viewed, or stored on the Department's systems.

- b. As a matter of policy, however, the Department will not systematically monitor an employee's use of social media unless it is necessary for non-investigatory, work-related purposes, or for investigations of allegations of work-related misconduct.

5.0 Modifications: The Department reserves the right to modify, discontinue or replace the policy or any terms of the policy. The Department will endeavor to give notice of all changes to its Social Media Policy.

6.0 Enforcement: Any employee found to have violated this policy may be subject to disciplinary action, up to and including dismissal, as provided by Rule 60L-36.005, Florida Administrative Code.

7.0 Guidelines for Affiliates Hosting Social Network Sites: This policy applies to any organization or entity affiliated with the Department of Elder Affairs that chooses to maintain a social networking service using the Department's computer resource systems. Please remember that the Department's official electronic business is primarily conducted via the Department's email system and not through social media.

7.1 Development and Maintenance: Organizations or entities affiliated with the Department must use good judgment and professionalism when creating and maintaining a social networking page. Be cognizant that what is posted by the organization reflects on the Department.

7.2 Post Accurate Information: The organization or entity must post accurate information and promptly correct any misinformation posted.

7.3 Removal of Inappropriate Content: The organization must be responsible for screening and removing content that is offensive, rude, discriminatory, vulgar, libelous, or in any other respect violates this Department policy or its contracts.

7.4 Public Records: All content on the organization's or entity's page, including information about the organization's friends list, is subject to disclosure under Florida's Public Record Act. Therefore, the organization or entity must post a notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

7.5 Retention of Records: The organization or entity is required to have the capacity to electronically archive or store all communications sent or received on social networking sites that involve Department business. Entities must follow the public records retention schedule as set forth in the State of Florida General Records Schedule for State and Local Government Agencies. The Department's Information Technology department is available to assist if needed.

7.6 Communications: Any communications on any social networking site regarding Department business is subject to Florida's Government in the Sunshine Law. For example, members of a council, board or commission may not engage on any social networking site in a discussion of matters that foreseeably will come before the council, board or committee for official action.

January 1, 2020 – December 31, 2022

Contract JM020-06-2022

ATTACHMENT VI

Provider's State Contracts List

REPORT PERIOD: From _____
To _____

PROVIDER INFORMATION:

Name: _____
Address: _____
FEID: _____

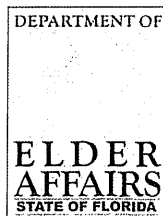
Phone #: _____
Email: _____
Contact: _____

	Contract #	Contract/Program Name	State Agency/Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
16									\$ -
17									\$ -
18									\$ -
19									\$ -
20									\$ -
Total									

SIGNATURE: _____
TITLE: _____

DATE: _____

ATTACHMENT VII



BACKGROUND SCREENING

Affidavit of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Serving Health Insurance Needs of Elders Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____
Street Address *City* *State* *ZIP code*

I, _____ do hereby affirm under penalty of perjury
Name of Representative

that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

 Signature of Representative

 Date

STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
 _____ (Name of Representative) who is personally known
 to me or produced _____ as proof of identification.

 Print, Type, or Stamp Commissioned Name of Notary Public

 Notary Public

ATTACHMENT VIII

CONTRACTOR INFORMATION

CONTRACT # _____ CONTRACT PERIOD: _____

I. PLANNING & SERVICE AREA: **10**II. COUNTIES TO BE SERVED: **BROWARD**

III. GENERAL ADMINISTRATIVE INFORMATION

- a. **Contractor:** _____
Contractor Address: _____
Telephone: _____
Fax: _____
Website: _____
- b. **Executive Director or Chief Administrator:** _____
Telephone: _____
Email Address: _____
- c. **President or Head of Governing Body:** _____
Address: _____
Telephone: _____
Fax: _____
Email Address: _____
- d. **Program Contacts:**
Name: _____
Title: _____
Telephone: _____
Email Address: _____
Name: _____
Title: _____
Telephone: _____
Email Address: _____
- e. **Fiscal Contacts:**
Name: _____
Title: _____
Telephone: _____
Email Address: _____
Name: _____
Title: _____
Telephone: _____
Email Address: _____
- f. **Person(s) authorized to sign reports and/or contracts:**

- g. **Agency's FEID Number:** _____ **Agency's DUNS #** _____
- h. **AUDIT DUE DATE:** Audit(s) are due by the end of the Ninth month following the end of the agency's fiscal year.
Contractor Fiscal Year: _____ thru _____

ATTACHMENT VIII

Business Associate Agreement

This Agreement, made as by and between **Areawide Council on Aging of Broward County** (“Covered Entity”), a Florida corporation, and City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging (“Business Associate”).

WHEREAS, the Areawide Council on Aging of Broward County is a Covered Entity as defined in the Privacy Rule adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy Rules).

WHEREAS, the Business Associate has been retained by the Covered Entity to perform a function, activity, or service on behalf of Covered Entity that requires the Business Associate have access to Protected Health Information (PHI).

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the Privacy Rule, the Security Rule Health Information Technology for Economic and Clinical Health Act (HITECH), the Final Rules and any rules or guidance issued by the Secretary from time to time with respect to such security, privacy, use and disclosure requirements.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

Section 1. Definitions.

- (a) Breach shall mean the acquisition, access, use or disclosure of protected health information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the protected health information. For purposes of this definition, “compromises the security or privacy of the protected health information” means poses a significant risk of financial, reputational, or other harm to the individual.
- (a) HITECH shall mean Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), called the Health Information Technology for Economic and Clinical Health (HITECH) Act, codifies and expands on many of the requirements promulgated by the Department of Health & Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to protect the privacy and security of protected health information (PHI).
- (b) Individual means the person who is the subject of protected health information 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (c) Privacy Officer shall mean Ramona Woods, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10213; email: woods@adrcbroward.org.

- (d) Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (e) Protected Health Information or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) Required by Law shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- (g) Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.
- (h) Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI relating to the Covered Entity.
- (i) Security Officer shall mean Chris Delez, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10214; email: delezc@adrcbroward.org.
- (j) Security Rule shall mean the Health Insurance Reform: Security Standards at 45 CFR Parts 160, 162 and 164.
- (k) Underlying Agreement shall mean the services agreement executed by the Covered Entity and Business Associate, if any.
- (l) Unsecured PHI means PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under Section 13402 of Public Law 111-5 on the HHS website (45 CFR 164.402).

Section 2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (a) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than provided for by this Agreement.
- (b) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this Agreement.
- (c) Business Associate agrees to comply with the Security Rules, as required by HITECH, in a manner consistent with the Rule and regulations that may be adopted by relevant federal agencies, to keep all electronic PHI in a secure manner, as required under federal law.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any Security Incident of which it becomes aware. See “Reporting” contained in this Agreement.

- (e) Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- (f) Business Associate agrees to make available, in the time and manner designated by Covered Entity, PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, as necessary to satisfy Covered Entity's requirements under 45 CFR 164.524.
- (g) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. 164.522, except where such use, disclosure or request is required or permitted under applicable law.
- (h) Business Associate agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. 502(b)(1) that such request, use or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. 164.514(e)(2) to accomplish the intended purpose of such request, use or disclosure as interpreted under related guidance issued by the Secretary from time to time.
- (i) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity or take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.
- (j) Business Associate agrees to make internal practices, books, and records including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- (k) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (l) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (m) Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that it is required to comply with the confidentiality, disclosure, breach notification, compliance, and re-disclosure requirements of HITECH, Privacy Rule and the Security Rule to the extent such requirements may be applicable.
- (n) Business Associate acknowledges that if it becomes aware of a "pattern of activity or practice" by Covered Entity, or any other Business Associate, that breaches a Business Associate Agreement, but fails to cure that breach, Business Associate shall immediately terminate the relevant agreement, or report the non-compliance to the United States Department of Health and Human Services' Office of Civil Rights.

- (o) Business Associate acknowledges that it is subject to compliance audits by the United States Department of Health and Human Services' Office of Civil Rights.
- (p) Business Associate shall comply with any and all regulatory requirements which may arise in the future to comply fully with the Privacy Rules, the Security Rule, ARRA, and HITECH, including, but not limited to, restrictions on disclosures to health plans, clarified minimum necessary standards, expanded accounting requirements applicable to electronic health records, revised prohibitions on sales of PHI, and updated marketing and fundraising restrictions. Business Associate shall require that any agent, including a subcontractor, shall also comply with the requirements set forth herein.
- (q) Business Associate acknowledges that, pursuant to HITECH, Business Associate, its employees and contractors, and any third party (and their employees, contractors, and further third parties) who may have access to or possession of the Covered Entity's PHI, are subject to regulatory oversight of the various federal and/or state agencies as a Business Associate, and may be subject to both civil and criminal penalties which may arise from violations of this Agreement, the Privacy Rules, the Security Rule, HITECH, and any rules or guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.
- (r) Business Associate agrees to provide the Covered Entity with notice of a Breach of Unsecured PHI pursuant to the requirements of 45 CFR 164.402. See "Reporting" contained in this Agreement.
- (s) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 154, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- (t) Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

Section 3. Permitted Uses and Disclosures by Business Associate

- (a) Except as otherwise limited in this Agreement, Business Associate may use and/or disclose PHI only in a manner that is necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- (b) Business Associate may use or disclose PHI as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (e) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by

law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose(s) for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Section 4. Reporting

As described below, Business Associate shall report to the Covered Entity in writing (a) any use or disclosure of PHI not permitted under 45 CFR section 164, Subpart E, this Agreement, or by law, (b) any Security Incident of which it becomes aware and (c) any Breach of Unsecured PHI in accordance with HITECH, including 42 U.S.C.A. section 17932.

- (a) Reporting Security Incidents or Improper Uses or Disclosures. Business Associate shall make the report to the Covered Entity's Privacy Officer (or to the Security Officer in the event of a Security Incident) within 3 business days after Business Associate learns of such unauthorized use or disclosure or Security Incident. Business Associate's report shall: (1) identify the nature of the unauthorized use or disclosure or Security Incident including the date of the Security Incident or unauthorized use or disclosure and date of discovery; (2) identify the PHI affected; (3) identify who made or caused the unauthorized use and/or received the unauthorized disclosure and/or participated in the Security Incident, if known; (4) identify what Business Associate has done or shall do to mitigate any deleterious effect of the Breach, unauthorized use or disclosure or Security Incident; (5) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure or Security Incident; and (6) provide such other information, including a written report, as reasonably requested by the Privacy Officer or Security Officer. Any Security incident or unauthorized use or disclosure of PHI that is a Breach of Unsecured PHI shall be reported as required under subsection (b) below.
- (a) Notification of a Breach. Pursuant to HITECH, including 42 U.S.C.A. section 17932, and regulations under 45 CFR Parts 160 and 164, as amended, Business Associate shall provide written notice to the Covered Entity's Privacy Officer of any Breach of Unsecured PHI within 3 business days after Business Associate discovers the Breach. Business Associate shall conduct the risk assessment to determine whether a Breach occurred. Business Associate's report to the Covered Entity shall identify or describe: (1) the affected Individual(s) whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed; (2) the incident, including the date of the Breach and the date of the discovery of the Breach, if known; (3) who made or caused the Breach/unauthorized use and/or received the unauthorized disclosure; (4) the types of Unsecured PHI involved in the Breach; (5) any specific steps the Individual(s) should take to protect him or herself from potential harm related to the Breach; (6) what the Business Associate is doing to investigate the Breach, to mitigate losses and to protect against further Breaches; (7) contact procedures for how the Individual(s) can obtain further information from Business Associate; and (8) such other information, including the risk assessment analysis prepared by Business Associate, as reasonably requested by the Covered Entity's Privacy Officer.

Section 5. Obligations of Covered Entity

- (a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

- (a) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures under this Agreement.
- (b) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this Agreement.
- (c) With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been accessed, acquired, used or disclosed as a result of such breach, except when law enforcement requires a delay pursuant to 45 CFR 164.412:
 - 1. Without unreasonable delay and in no case later than 60 days after discovery of a breach.
 - 1. By notice in plain language including and to the extent possible: a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; a description of the types of Unsecured PHI that were involved in the breach; any steps Individual(s) should take to protect themselves from potential harm resulting from the breach; a brief description of what the Covered Entity involved is doing to investigate the Breach, mitigate the harm to Individual(s), and to protect against any further Breaches; and, contact procedures for Individual(s) to ask questions or learn additional information which shall include a toll-free telephone number, an e-mail address, web site or postal address.
 - 2. Use a method of notification that meets the requirements of 45 CFR 164.404(d).
 - 3. Provide notice to the media when required under 45 CFR 164.405 and to the Secretary pursuant to 45 CFR 164.408.

Section 6. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy & Security Rule if done by Covered Entity.

Section 7. Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of the date the Covered Entity signs this Agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either (1) provide an opportunity for Business Associate to cure the breach and then terminate the Underlying Agreement if Business Associate does not cure the breach within time period specified by the Covered Entity or (2) terminate the Underlying Agreement immediately. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (c) Effect of Termination. (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement or the Underlying Agreement for any reason, Business Associate shall return or destroy all

PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate and subcontractors shall retain no copies of the PHI. (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties, that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Section 8. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy & Security Rule means the section as is currently effect or as may be amended from time to time, and for which compliance is required.
- (a) Indemnification. Business Associate shall release, defend, indemnify and hold Covered Entity harmless from and against any claims, fees, losses, and costs, including, without limitation, reasonable attorneys' fees and costs, that Covered Entity may sustain as a result of, or arising out of (i) a breach of this Agreement by Business Associate or its agents or Subcontractors, including, but not limited to, any unauthorized use, disclosure or breach of PHI, (b) Business Associate or its subcontractor's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitation, failure to perform Business Associate's obligations under this Agreement, the Privacy Rule or the Security Rule or any other applicable law or rule.
- (b) Remedies. The parties acknowledge that breach of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if Covered Entity has actual notice of an intended breach, Covered Entity shall be entitled to a remedy of specific performance and/or injunction refraining Business Associate from violating or further violating this Agreement. The parties agree the election of the Covered Entity to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right the Covered Entity may have to recover damages.
- (c) Amendment. The parties agree to take such action as is necessary to amend this Agreement and the Underlying Agreement if necessary from time to time as is necessary to comply with the requirements of the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, ARRA the HITECH Act, the HIPAA rules and any other applicable laws. Regardless of written amendment to this Agreement or the Underlying Agreement, the parties agree to comply with all applicable laws
- (d) Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement and/or Underlying Agreements, as shall the rights of access and inspection of Business Associate by Covered Entity.
- (e) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules, HIPAA, ARRA, the HITECH Act, the HIPAA Rules and any other applicable law.
- (f) Governing Law; Conflict. This agreement shall be enforced and construed in accordance with the laws of the State of Florida. Jurisdiction of any litigation with respect to this Agreement shall be in Florida, with venue in a court of competent jurisdiction located in Pinellas County. In the event of a conflict between the terms of this Agreement and the terms of any of the Underlying Agreements, the terms of this Agreement shall control.

- (g) Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.
- (h) Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
- (i) Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.

Areawide Council on Aging of Broward County (Covered Entity):

Pauline Grant 12/31/19
Signature of Authorized Representative Date

PAULINE GRANT
Printed Name

PRESIDENT
Title

Contractor (Business Associate):

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba
Department of Active Aging

227 NW 2nd Street, Deerfield Beach, FL 33441 954-480-4449
Address Phone

Donna DeFranzo 12/3/19
Signature of Authorized Representative Date

Donna DeFranzo
Printed Name

Director of Active Aging
Title



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-433

Agenda Date: 6/16/2020

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 an amendment to the Agreement between the City and Deerfield Beach Family Empowerment, Inc. to incorporate Community Development Block Grant Coronavirus Funds; authorizing execution of the Amendment; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach is an entitlement recipient of Federal and State funds from the U.S. Department of Housing and Urban Development ("HUD") and the Florida Housing Finance Corporation ("FHFC") under the Community Development Block Grant ("CDBG") Program, State Housing Initiative Program ("SHIP"), Home Investment Partnership ("HOME") Program through Broward County HOME Consortium, and Hurricane Loss Mitigation Program ("HLMP").

On October 3, 2017, the City Commission approved the agreement between the City and Deerfield Beach Family Empowerment ("DBFE"), a nonprofit organization of the Deerfield Beach Housing Authority, to provide grant administration services for the City's Homeowner Rehabilitation and Purchase Assistance programs for CDBG, SHIP, HOME, and HLMP (collectively referred to as "Community Development Programs").

Current Activity

On March 27, 2020, the City of Deerfield Beach was allocated \$406,320 CDBG Coronavirus ("CDBG-CV") funds. This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act").

The City has identified three programs to be funded through CDBG-CV:

- Rental Assistance
- Micro-Enterprise Assistance
- Utility Assistance

These programs will be administered in partnership with DBFE, who will oversee the income verification

component of the application process for a cost of \$60,900 in CDBG-CV funds and \$7,000 in CDBG funds totaling \$67,900. The agreement with DBFE must be amended to include the following services:

1. Implement the duties of the City's Rental Assistance, Micro-enterprise, Utility Assistance and Mortgage Assistance programs as outlined in the Annual Action Plan, Local Housing Assistance Plan, Broward County's Annual Action Plan as well as the programs policies and procedures.
2. Comply with all federal and state rules and regulations as it relates to the Programs and funding sources.
3. Coordinate Client Intake
4. Complete all qualification and eligibility requirements for applicants (collect applicants, review documents, determine income eligibility, conflict of interest waivers, etc.).
5. Prepare approval letters for payment
6. Provide monthly detailed progress reports indicating the status of projects, required quarterly reports and weekly updates throughout the project.
7. Conduct weekly meetings/conference calls with the City.
8. Prepare reports for the Department of Housing and Urban Development (HUD), Florida Housing Finance Corporation (FHFC), Broward County and other program funders.
9. Answer program questions from the public.
10. Attend public meetings as needed.
11. Provide additional services as needed.

The Rental Assistance program provides emergency financial assistance to low to moderate-income families impacted by COVID-19. Assistance will be provided for up to 3 months from April 1, 2020. Applicants are eligible to receive up to \$5,000.

The Micro-enterprise program provides up to \$5,000 in financial assistance to eligible small business (5 or fewer employees) located within city limits to sustain during the COVID-19 pandemic. The funds are to help small business meet basic obligations such as: business lease or mortgage payments, utilities payments, monthly debt payments, business payroll and business inventory expenses to remain viable or to encourage businesses to maintain their labor force. Funds will be awarded as a grant.

The Utilities services assistance program provides up to \$1,000 emergency financial assistance to families impacted by COVID-19. Assistance will be provided for up to 3 months from April 1, 2020 and onward. Funds will be awarded as a grant.

The Mortgage assistance program provides up to \$5,000 emergency financial assistance to low to moderate-income families impacted by COVID-19. Assistance will be provided for up to 3 months from April 1, 2020.

Recommendation

Staff is requesting the City Commission to approve the amendment to the Agreement between the City of Deerfield Beach and DBFE.

RESOLUTION NO. 2020/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE
AGREEMENT BETWEEN THE CITY AND DEERFIELD BEACH FAMILY
EMPOWERMENT, INC. TO INCORPORATE COMMUNITY
DEVELOPMENT BLOCK GRANT CORONAVIRUS FUNDS;
AUTHORIZING EXECUTION OF THE AMENDMENT; AND PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, on October 3, 2017, the City entered into an agreement (the “Agreement”) with Deerfield Beach Family Empowerment, Inc. (“DBFE”) for DBFE to provide grant administration services (the “Services”) for Homeowner Rehabilitation and Purchase Assistance for the Community Development Block Grant (“CDBG”), State Housing Initiative Partnership (“SHIP”), Home Investment Partnership (“HOME”) and Hurricane Loss Mitigation Programs (“HLMP”) (the “Community Development Programs”); and

WHEREAS, on March 27, 2020, the City of Deerfield Beach was allocated \$406,320 in CDBG Coronavirus (“CDBG-CV”) funds through the Coronavirus Aid, Relief, and Economic Security Act; and

WHEREAS, the City has identified three programs to be funded through the CDBG-CV funds: the rental assistance program, the micro-enterprise program, and the utilities services assistance program; and

WHEREAS, the City desires to amend the Agreement with DBFE, as provided in the attached Exhibit “A”, (the “Amendment”) to include the three programs to be funded with CDBG-CV funds and the City’s mortgage assistance program (collectively, the “Programs”) and to incorporate the CDBG-CV funds; and

WHEREAS, the compensation to be provided to DBFE for the Services is based on a percentage of the grant funds allocated for the Community Development Programs; and

WHEREAS, City staff recommends approval of the Amendment.

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

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

Section 2. The City Commission hereby approves the Amendment with DBFE to include the Programs and incorporate the CDBG-CV funds.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

EXHIBIT A

THIS THIRD AMENDMENT TO THE AGREEMENT ("Agreement") is entered into by and between the CITY OF DEERFIELD BEACH ("CITY"), a Florida municipal corporation, and DEERFIELD BEACH FAMILY EMPOWERMENT, INC. ("DBFE"), a Florida not-for-profit corporation.

WITNESSETH:

WHEREAS, CITY is desirous of retaining the services of DBFE to provide grant administration services for Homeowner Rehabilitation, Purchase Assistance, Micro-Enterprise Assistance, Rental Assistance, Mortgage Assistance and Utilities Assistance programs for Community Development Block Grant (CDBG), State Housing Initiative Partnership (SHIP), Home Investment Partnership (HOME), Hurricane Loss Mitigation Program (HLMP) and Community Development Block Grant Coronavirus (CDBG-CV) (collectively referred to as the "Community Development Programs"); and

WHEREAS, DBFE desires to provide such grant administration services pursuant to the terms and conditions in this Agreement; and

WHEREAS, the City Commission and the DBFE Board find that this Agreement serves both a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the citizens and residents of the City of Deerfield Beach.

NOW THEREFORE, be it agreed by and between the parties as follows

ARTICLE I

INTRODUCTION AND SCOPE OF SERVICES

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

1.2 This is an Agreement for the performance of grant administration services by the DBFE in connection with the Community Development Programs operated by the CITY. The grant administration services to be performed are set forth in the attached Exhibit "A," which is hereby incorporated into this Agreement by this reference (the "Services"). The DBFE shall be responsible for the means and methods of performing the Services. The CITY shall have the sole decision making DBFE over matters of policy. In the performance of the Services, the DBFE shall adhere to all federal, state and local laws, rules, and regulations governing the implementation of community development programs and activities.

ARTICLE II

TERM AND TIME OF PERFORMANCE

2.1 The initial term of this Agreement shall commence upon the date last executed by the parties hereto ("Effective Date") and shall expire one (1) year from that date. This Agreement

may be renewed for up to two (2) additional one (1) year terms upon mutual agreement of the parties hereto.

2.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

ARTICLE III

COMPENSATION

3.1 CITY agrees to pay DBFE during the third, one (1) year term of this Agreement the amounts listed below by funding source, which amounts shall be accepted by DBFE as full compensation for all such work. It is acknowledged and agreed by DBFE that these amounts are the maximum payable and constitutes a limitation upon CITY's obligation to compensate DBFE for the Services. The amounts, however, do not constitute a limitation, of any sort, upon DBFE's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services, attached as Exhibit "A". No amount shall be paid to DBFE to reimburse DBFE for its expenses. The CITY may request additional or subsequent work to be performed regarding other federal or state funded program(s) not listed in Exhibit "A". Such work will be subject to additional negotiated fees and be evidenced by an amendment to this Agreement executed by the parties.

CDBG-CV FY 2019/2020- \$60,900.00

CDBG FY 2019/2020-~~\$55,530.00~~ \$62,530

SHIP FY 2018/2019- \$10,225.00

SHIP FY 2019/2020- \$10,668.00

*HOME FY 2018/2019- \$15,235.20

*HOME FY 2019/2020- \$13,801.05

HOME FY 2019/2020 PA- \$5,000.00

HLMP FY 2018/2019 - \$15,000.00

**estimate- cost is 15% of the total allocation*

3.2 DBFE may submit invoices for compensation on a monthly basis after the services for which the invoices are submitted have been completed. The final invoice must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the expenses incurred and any other information required by law.

3.3 CITY shall pay DBFE in accordance with the requirements of Florida's Prompt Payment Act after receipt of DBFE proper invoice. To be deemed proper, all invoices must comply with the

requirements set forth in this Agreement. Payment may be withheld for failure of DBFE to comply with a term, condition, or requirement of this Agreement. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Agreement Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

ARTICLE IV

INDEMNIFICATION

4.1 The CITY and the DBFE shall be individually and separately liable and responsible for the actions of its officers, agents and employees in the performance of their respective obligations under this Agreement.

4.2 The CITY and the DBFE shall individually defend any action or proceeding brought against their respective agency pursuant to this Agreement, and shall be individually responsible for all of their respective costs, attorney fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof, including appellate proceedings.

4.3 The CITY and the DBFE agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages and causes of action which may be brought against either party pursuant to this Agreement.

4.4 The parties shall each individually maintain throughout the term of this Agreement any and all applicable insurance coverage required by Florida law for governmental entities. Within five (5) days of the Effective Date, DBFE shall provide the CITY with certificates of insurance evidencing the required insurance. In the event DBFE is self-insured, DBFE shall provide CITY with such documentation evidencing such self-insurance as may be reasonably required by CITY.

4.5 Notwithstanding the provisions contained herein, nothing herein shall be construed as a waiver of either party's rights to sovereign immunity or any aspect thereof, including any rights and privileges as provided in Section 768.28, Florida Statutes.

ARTICLE V

TERMINATION

5.1 In the event DBFE shall default in any of the terms, obligations, restrictions or conditions in this Agreement, including, but not limited to, repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement, the CITY shall give DBFE written notice, of the default and that such default shall be corrected within three (3) business days thereof, or actions taken to

correct such default shall be commenced within three (3) business days of written notice if corrective action is not reasonably capable of completion within three (3) business days, and DBFE shall diligently and promptly prosecute such corrective measures to completion. In the event DBFE has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to, termination of the Agreement upon thirty (30) days written notice of termination to DBFE, in which case DBFE shall be liable for any and all damages permitted by law arising from the default and breach of the Agreement.

DBFE may terminate this Agreement for convenience by providing sixty (60) days written notice to the CITY whenever DBFE determines that such termination is in the best interest of the DBFE. Where the Agreement is terminated for the convenience of the DBFE the notice of termination to CITY must state that the Agreement is being terminated for the convenience of the DBFE under this termination clause and the extent of termination. In the event this Agreement is terminated for convenience, DBFE shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CITY acknowledges and agrees that it has received good, valuable and sufficient consideration from DBFE, the receipt and adequacy of which are, hereby acknowledged by CITY, for DBFE's right to terminate this Agreement for convenience. In addition, the DBFE may terminate this Agreement by thirty (30) days written notice to the CITY if the CITY breaches or is in default of any material obligation under this Agreement, and has not cured such default or breach within thirty (30) days after receipt of notice of a default or breach specifying the nature of such default or breach in reasonable detail.

5.2 Upon sixty (60) calendar days written notice to DBFE, the CITY may without cause and without prejudice to any other right or remedy, terminate this Agreement for the CITY's convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to DBFE must state that the Agreement is being terminated for the convenience of the CITY under this termination clause and the extent of termination. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective sixty (60) days after such notice of termination for cause is provided. DBFE shall discontinue all work on the appointed last day of service. In the event this Contract is terminated for convenience, DBFE shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. DBFE acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by DBFE, for CITY's right to terminate this Agreement for convenience.

5.3 Intentionally Deleted

5.4 In the event this Agreement is terminated for any reason, any amounts due DBFE shall be withheld by CITY until all documents are provided to CITY pursuant to Section 7.1 of Article 7.

5.5 Should at any time during the term of this Agreement, including any option terms, the DBFE is in violation of any of the terms and conditions of this Agreement, the City shall have the right to suspend the DBFE until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

ARTICLE VI

EEO AND ADA COMPLIANCE

6.1 DBFE shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement. DBFE shall include the foregoing or similar language in its Agreements with any subcontractors retained by the DBFE, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as CITY deems appropriate.

6.2 DBFE shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. DBFE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, DBFE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE VII

MISCELLANEOUS

7.1 **RIGHTS IN DOCUMENTS AND WORK.** Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, DBFE grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by DBFE, whether finished or unfinished, shall become the property of CITY and shall be delivered by DBFE to the Agreement Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to DBFE shall be withheld until all documents are received as provided herein.

7.2 **AUDIT RIGHT AND RETENTION OF RECORDS.** CITY shall have the right to audit the books, records, and accounts of DBFE and its subcontractors that are related to this Project. DBFE 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 Project. All books, records, and accounts of DBFE and its subcontractors shall be kept in written form in both electronic and paper formats, or in a form capable of conversion into written form in electronic and paper formats and within a reasonable time, and upon request to do so, DBFE or its subcontractors, as applicable, shall make same available at no cost to CITY in written form in electronic and paper formats. DBFE and its subcontractors shall preserve and make available, at reasonable times for examination and audit by 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, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of seven (7) 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 seven (7) 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 CITY to be applicable to DBFE's and its subcontractors' records, DBFE 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 DBFE or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

DBFE and its subcontractors shall comply with all requirements of the Florida Public Records Act; specifically to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the DBFE upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- e. If DBFE does not comply with this section, the CITY shall enforce the contract provisions in accordance with this Agreement and may unilaterally cancel this Agreement in accordance with state law.

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

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by DBFE or its subcontractors.

DBFE shall, by written Agreement, require its subcontractors to agree to the requirements and obligations of this Section 7.2.

7.3 **BACKGROUND CHECKS:** In accordance with Section 38-117 of the City of Deerfield Beach Code of Ordinances, prior to beginning any services under this Agreement, the DBFE shall provide the CITY with a list of all employees who will have access to CITY property, project properties and grant recipient properties. The CITY shall obtain a background check through the National Crime Information Center (NCIC) at the DBFE's expense for each of the DBFE's employees who has access to such properties and who is doing the work required pursuant to this Agreement. The DBFE must ensure a similar check has been done of its subcontractor's employees who will have access to the CITY's property, project properties, or grant recipient properties.

7.3.1 If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the ~~DBFE~~ shall not assign the individual to any CITY property, project property or grant recipient property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the CITY's express written authorization. In the event that the DBFE intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire.

7.3.2 The DBFE shall certify compliance with the requirements of this Article by submitting a completed affidavit in the form attached hereto and made a part hereof as Exhibit "B" to the City within fourteen (14) days prior to the commencement of services under this Agreement. The CITY reserves the right to approve or disapprove whether DBFE employees may perform the services for the CITY. Disapproval would apply solely to this Agreement and shall have no bearing on the DBFE's employment of an individual outside of this Agreement.

7.4 **COMPLAINTS AND DISPUTES:** All complaints concerning misconduct on the part of the DBFE-or disputes between CITY staff and the DBFE are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the DBFE

and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the DBFE to follow any such determination could be considered a material breach and subject the DBFE to termination for cause. The DBFE agrees that any complaints received by the CITY concerning misconduct on the part of the DBFE, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The DBFE agrees to make any complaints concerning the CITY available to the Office of the City Manager for action as required.

7.5 INDEPENDENT CONTRACTOR. DBFE is an independent contractor under this Agreement. Services provided by DBFE pursuant to this Agreement shall be subject to the supervision of DBFE. In providing such Services, neither DBFE nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to DBFE or DBFE's agents any authority of any kind to bind CITY in any respect whatsoever.

7.6 THIRD PARTY BENEFICIARIES. Neither DBFE nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

7.7 NOTICES. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

David Santucci, City Manager
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, FL 33441

With copy to:

Anthony Soroka, City Attorney
1200 N Federal Highway, Suite 312
Boca Raton, Florida 33432

FOR DBFE:

Nadine M. Jarmon, Executive Director
Deerfield Beach Housing DBFE
533 S. Dixie Highway
Deerfield Beach, FL 33441

With copy to:

David N. Tolces,
1200 N Federal Highway, Suite 312
Boca Raton, FL 33432

7.8 ASSIGNMENT AND PERFORMANCE. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by DBFE of this Agreement or any right or interest herein without CITY's written consent. DBFE represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services. DBFE shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of DBFE's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

7.9 CONFLICTS. Prior to performing any Services, all employees of the DBFE or DBFE contractor or consultant shall be provided a copy the CITY's Conflict of Interest policy and each such employee shall acknowledge in writing their receipt of same. Neither DBFE nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with DBFE's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. DBFE further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or DBFE is not a party, unless compelled by court process. Further, DBFE agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude DBFE or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event DBFE is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, DBFE agrees to require such subcontractors, by written Agreement, to comply with the provisions of this section to the same extent as DBFE. In addition to the foregoing and at all times during the term hereof, the DBFE and its officials, officers, agents, consultants and employees shall be subject to and comply with CFR Section 511.12 governing Conflicts of Interest, which is expressly incorporated herein.

7.10 MATERIALITY AND WAIVER OF BREACH. CITY and DBFE agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.11 COMPLIANCE WITH LAWS. DBFE shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

7.12 SEVERANCE. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or DBFE elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.13 JOINT PREPARATION. Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

7.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, DBFE AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

7.15 AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and DBFE or others delegated DBFE to or otherwise authorized to execute same on their behalf,

7.16 PRIOR AGREEMENTS. This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Agreement, whether oral or written.

7.17 INCORPORATION BY REFERENCE. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.

7.18 REPRESENTATION OF DBFE. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this

Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal DBFE.

7.19 MULTIPLE ORIGINALS. Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)

**DEERFIELD BEACH FAMILY
EMPOWERMENT, INC., a Florida not-
for-profit corporation**

By: _____
Annette Woods, President

Date: _____

ATTEST

Dr. Nadine M. Jarmon, Asst. Secretary

**CITY OF DEERFIELD BEACH, a
Florida municipal corporation**

ATTEST:

By: _____
DAVID SANTUCCI, CITY MANAGER

SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

ANTHONY C. SOROKA, CITY ATTORNEY

EXHIBIT A TO AGREEMENT

General Scope of Services

Grant administration services for Homeowner Rehabilitation, Purchase Assistance Micro Enterprise, Rental Assistance, Mortgage Assistance and Utilities Assistance for Community Development Block Grant (CDBG), State Housing Initiative Partnership (SHIP), Home Investment Partnership (HOME), Hurricane Loss Mitigation Program (HLMP), Community Development Block Grant Coronavirus (CDBG-CV) collectively referred to as Community Development Programs.

Program Summary

Homeowner Rehabilitation Assistance

The City of Deerfield Beach Homeowner Rehabilitation provides assistance to low and moderate income households, adjusted for household size, for owner-occupied residents in the City.

Homeowner Rehabilitation assistance may be used to eliminate building code violations, abate any health and safety issues in the home and/or repair, upgrade, or replace major building systems as necessary. The program provides non-luxury general property improvements that improve conditions, structure of the home and address energy efficiency. The program will benefit approximately 25 households within the City of Deerfield Beach.

Purchase Assistance

The City of Deerfield Beach purchase assistance program offers financial assistance to very low, low and moderate-income homebuyers to provide down payment, principal buy down and closing cost assistance. The goal of the program is to expand homeownership opportunities for income eligible households and to increase homeownership within the City of Deerfield Beach. The program will benefit approximately seven (7) households to purchase in the City of Deerfield Beach.

The Scope of Services shall include but not be limited to the following:

1. Implement the duties of the City's Homeowner Rehabilitation, Purchase Assistance and Hurricane Loss Mitigation Programs as outlined in the Annual Action Plan, Local Housing Assistance Plan, Broward County's Annual Action Plan as well as the programs policies and procedures.
2. Comply with all federal and state rules and regulations as it relates to the Programs and funding sources.
3. Coordinate Client Intake
4. Complete all qualification and eligibility requirements for applicants (collect applicants, review documents, determine income eligibility, conflict of interest waivers, etc.).
 - a. Pay Stubs
 - b. Bank Statements
 - c. General Application Forms
 - d. W-2 Documents

- e. Tax Returns
 - f. Statement of Household Size
 - g. Property Insurance Documents
 - h. Notice of Ad Valorem taxes
 - i. Warranty Deed
 - j. Divorce, Alimony, Child Support Documents
 - k. Citizenship or Legal Alien Documents
 - l. HUD 8 Hour Class Certificate for Purchas Assistance
 - m. Send Approval or Disapproval Notice to Applicant. (Documents are listed on current program applications)
5. Coordinate all aspects of the rehabilitation of units (after rehabilitation appraisals, inspections, construction, etc.).
 - a. Coordinate and review work specifications and cost estimates for each rehabilitation activity.
 - b. Obtain job estimates from approved inspectors for rehabilitation activities.
 - c. Approve or disapprove estimates pursuant to specifications
 - d. Review and tabulate home repair bids and award contracts.
 - e. Provide Notice of Proceed to encumber costs for the projects.
 - f. Prioritize repairs relative to health, safety, and welfare.
 - g. Ensure that contractor(s) have applied and/or received the proper permits
 - h. Monitor work performance of the contractor(s).
 - i. Review and approve release of funds to contractors, upon satisfactory completion of work.
 6. Oversee the housing inspectors and the contractors completing the Homeowner Rehabilitation Projects.
 7. Coordinate Purchase Assistance activities
 - a. Coordinate lender and title company activities
 - b. Prepare program documents for purchase assistance closing
 - c. Review HUD-1 for program compliance
 8. Complete Environmental reviews.
 9. Prepare approval letters for payment to contractors, inspectors and title companies.
 10. Provide monthly detailed progress reports indicating the status of projects, required quarterly reports and weekly updates throughout the project.
 11. Conduct weekly meetings/conference calls with the City.
 12. Prepare reports to Housing and Urban Development (HUD), Florida Housing Finance Corporation (FHFC), Broward County and other program funders.
 13. Answer program questions from the public.
 14. Attend public meetings as needed.
 15. Provide additional duties as needed.

Microenterprise Business Assistance

The Micro-enterprise program provides up to \$5,000 in financial assistance to eligible small business (5 or fewer employees) located within city limits to sustain during the

COVID-19 pandemic. The funds are to help small business meet basic obligations such as: business lease or mortgage payments, utilities payments, monthly debt payments, business payroll and business inventory expenses to remain viable or to encourage businesses to maintain their labor force. Funds will be awarded as a grant.

Rental Assistance

The Rental Assistance program provides emergency financial assistance to low to moderate- income families impacted by COVID-19. Assistance will be provided for up to 2 months from April 1, 2020. Applicants are eligible to receive up to \$5,000.

Mortgage Assistance

The Mortgage assistance program provides up to \$5,000 emergency financial assistance to low to moderate- income families impacted by COVID-19. Assistance will be provided for up to 2 months from April 1, 2020.

Utility Assistance

The Utilities services assistance program provide up to \$1,000 emergency financial assistance to families impacted by COVID-19. Assistance will be provided for up to 2 months from April 1, 2020 and onward. Funds will be awarded as a grant.

The Scope of Services shall include but not be limited to the following:

1. Implement the duties of the City's Rental Assistance, Mortgage Assistance, Utilities Service Assistance and Micro Enterprise Programs as outlined in the Annual Action Plan, Local Housing Assistance Plan, Broward County's Annual Action Plan as well as the programs policies and procedures.
2. Comply with all federal and state rules and regulations as it relates to the Programs and funding sources.
3. Coordinate Client Intake
4. Complete all qualification and eligibility requirements for applicants (collect applicants, review documents, determine income eligibility, conflict of interest waivers, etc.).
 - a. Pay Stubs
 - b. Bank Statements
 - c. Florida Identification
 - d. General Application Forms
 - e. W-2 Documents
 - f. W-9 Documents
 - g. Tax Returns
 - h. Statement of Household Size
 - i. Hardship Letters
 - j. Proof of Loss Income
 - k. Property Insurance Documents
 - l. Lease Agreements/Mortgage Statement
 - m. Utilities Statements
 - n. Notice of Ad Valorem taxes
 - o. Warranty Deed
 - p. Divorce, Alimony, Child Support Documents
 - q. Citizenship or Legal Alien Documents

5. Prepare approval and denial letters for applicants.
6. Submit processed applications to city for payments.
7. Provide weekly detailed progress reports indicating the status of applications.
8. Conduct weekly meetings/conference calls with the City.
9. Answer program questions from the public.
10. Attend public meetings as needed.
11. Provide additional duties as needed.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-442

Agenda Date: 6/16/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Amendment to the HL109 Agreement with the Department of Economic Opportunity ("DEO") for the Branhilda Richardson Knowles Memorial Park and Cemetery Project to extend the project end date; 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 (the "State") appropriated \$995,000 for the City to acquire a vacant lot that was once an African American cemetery during segregation. The site, Branhilda Richardson Knowles Memorial Park and Historic Cemetery, 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. (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 Richardson Knowles Memorial Park and Historic Cemetery. The City and State Department of Economic Opportunity ("DEO") executed grant agreement HL109 in October 2019. The Project end date is June 30, 2020.

Current Activity

The City requested an amendment to grant agreement HL109 (the "Grant Agreement") in May to extend the Project end date from June 30, 2020 to August 30, 2020 due to Project delays caused by the COVID-19 pandemic, particularly with the purchase and installation of public art pieces. Public art vendors have reported delays from suppliers on receiving shipment, which in turn delays the completion of the commissioned pieces.

The Department of Economic Opportunity has agreed to extend the Project completion date until August 30, 2020, subject to the terms of the Amendment. Amendment of the Grant Agreement is required to extend the Project completion date. Staff is confident all the public art pieces will be completed and installed before the new completion date.

Recommendation

It is recommended that City Commission approve the amendment to grant agreement HL109 between the City of Deerfield Beach and the Florida Department of Economic Opportunity.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AMENDMENT TO THE HL109 AGREEMENT WITH THE DEPARTMENT OF ECONOMIC OPPORTUNITY (“DEO”) FOR THE BRANHILDA RICHARDSON KNOWLES MEMORIAL PARK AND CEMETERY PROJECT TO EXTEND THE PROJECT END DATE; 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 30, 2020; and

WHEREAS, the City requested an amendment to the Agreement in May 2020 to extend the Project end date from June 30, 2020 to August 30, 2020, attached as Exhibit “A”, due to Project delays caused by the COVID-19 pandemic, particularly with the purchase and installation of public art pieces; and

WHEREAS, the public art vendors have reported delays from suppliers on receiving shipment, which in turn delays the completion of the commissioned pieces; and

WHEREAS, City staff recommends that the City Commission approve the Amendment, attached as Exhibit “A,” to provide for extension of the Project end date from June 30, 2020 to August 30, 2020.

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

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

Section 2. The City Commission hereby approves the Amendment, attached as Exhibit “A.”

Section 3. The City Commission hereby 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 4. Should any section, provision or word of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

Section 5. 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

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

BF

1. Agreement Manager: Beth FrostProgram Area (Division): Contracts and GrantsPhone 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: 2

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 #

4. Begin Date

End Date

Revised End Date

5. Grant #

Mod. #

HL1097/1/20196/30/2020FHCDP

6. CFDA #

CSFA #

7. Contract/Grant Total

Increase

(Decrease)

Revised Contract/Grant Total

40.038\$200,000.00

\$

(\$)

8. Entity Name/Vendor ID #/Address/Phone #

9. Method of Payment

10. Vendor Determination Form Received?

City of Deerfield Beach/FEID# 59-6000305-001☒ Cost Reimbursement☒ Yes150 NE 2nd Ave., Deerfield Beach, FL 33441

Fixed Price or Fixed Rate

No

Vicki Placide-Pickard/954-571-2675

Other: (please specify)

11. FLAIR Fund Code

12. FLAIR Object Code(s)

13. Budget Entity

14. FLAIR Organization Code(s)

15. Appropriation Category

1010004157510004030020040303000000100931

16. Expansion Option/Version

17. OCA

18. FCO Year

19. FLAIR Account Code (29-digits)

GB/0440101000415403002000010093100

20. Method of Procurement

21. Service Type

22. Agreement Type

23. State Funded Project?

Type: EX

Vendor Contract

☒ Yes

Solicitation #:

☒ Recipient/Subrecipient

No

Award Date/Notification

Other: (please specify)

ADMINISTRATIVE REVIEW

PRE-EXECUTION PHASE (DocuSign)	EXECUTION PHASE
Agreement Manager: Beth Frost DocuSigned by: <i>Beth Frost</i> 6/3/2020	Office of the General Counsel:
Contracts and Grants Administration: Ramona Turner for Dornecia Allen DocuSigned by: <i>Ramona Turner for Dornecia Allen</i> 6/4/2020	Chief Financial Officer (If Applicable):
Revenue Management: Christine Hutton DocuSigned by: <i>Christine Hutton</i> 6/4/2020	Chief of Staff (If Applicable):
Bureau Chief/Manager: Ramone Smith DocuSigned by: <i>Ramone Smith</i> 6/4/2020	Delegation of Authority (If Applicable):
Deputy Division Director (If Applicable):	
Division Director (If Applicable):	
Chief Financial Officer (If Applicable): Damon Steffens DocuSigned by: <i>Damon Steffens</i> 6/7/2020	
Chief of Staff (If Applicable): Brian McManus DocuSigned by: <i>Brian McManus</i> 6/8/2020	
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: 5/21/20
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. Due to delays resulting from the current COVID-19 health crisis Grantee has requested amendment to allow additional time to receive and install artwork as required under Deliverable 1. Purchase orders have been issued and Grantee expects delivery by August 15, 2020.	
Three options: Approve grant agreement		
Next steps: DEO Agreement Manager will monitor project through completion and process payments	Due Date:	

**AMENDMENT TWO 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. Section A, Agreement Period, is hereby deleted in its entirety and is replaced with the following:

This Agreement is effective as of July 1, 2019 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2020 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination is the "Agreement Period."

The Agreement period of this Agreement will be extended to August 30, 2020, if appropriation for this agreement is certified forward. For an invoice for services completed after the original Expiration Date to be paid, the contract or purchase order must have been executed on or before June 30, 2020, the Grantee must have started the tasks or deliverable by June 30, 2020, and the work on the tasks or deliverable must be ongoing. Grantee shall not be reimbursed for any eligible costs (hereinafter referred to as "obligations") incurred outside of the Agreement Period; provided, however, that pursuant to Section 216.301, Florida Statutes (F.S.), any such obligations Grantee incurred during the Agreement Period for which services, tasks, or deliverable are expected to be completed after the Agreement Period may be eligible for reimbursement as long as these services, tasks, or deliverables are satisfactorily completed on or before August 30, 2020, as DEO shall determine in its sole and absolute discretion, and comply with Section 216.301, F.S., and Attachment 1, Section 6, Invoice Submittal and Payment Schedule of this Agreement on or before August 30, 2020.

2. Attachment 1, Section 6.1, is hereby deleted in its entirety and is replaced with the following:

6.1 Grantee shall provide one invoice per quarter for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. DEO may request any information from Grantee that DEO deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf . Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until DEO accepts and approves the invoiced deliverable(s) and any required report(s). At DEO's option, Grantee may submit invoices electronically.

Grantee shall submit any outstanding Extended Period invoice and the final invoice for payment to DEO no later than August 30, 2020, **60** days after the Agreement ends or 60 days after the Agreement is terminated. If Grantee fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

3. 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: _____



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-451

Agenda Date: 6/16/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of the Coronavirus Emergency Supplemental Funding Program Application to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance; authorizing execution of a Grant Agreement; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The US Department of Justice, Office of Justice Programs, Bureau of Justice Assistance launched the FY 2020 Coronavirus Emergency Supplemental Funding ("CESF") program to provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus pandemic. The program's budget is about \$850 million with funding allocations to State and local government via a formula. The Bureau of Justice Assistance has allocated \$72,501 to the City of Deerfield Beach.

Current Activity

The City is requesting funding from the CESF Program in the amount of \$72,501 to purchase equipment and supplies for law enforcement and City operations. Disinfecting and sanitizing areas are critical to preventing the spread of COVID-19. As such, the City has increased its purchase of supplies, such as gloves, hand sanitizers, and disinfectants since March and anticipates these expenses will continue throughout FY 2021. The City is seeking reimbursement for some of these expenses along with funding to purchase two Clorox Electrostatic Sprayer systems, an efficient, reliable and powerful method to ensure all surfaces can be properly disinfected and sanitized.

Additionally, two All-Terrain Vehicles ("ATVs") will be purchased to aid beach patrol units during the pandemic and other beach events as they provide easy access to the City's one-mile beach, and a quicker response time to ensure public compliance and enforcement of regulations resulting from COVID-19. The City would also like to purchase body temperature scanners as City policy now requires temperature screening of all employees and guests entering City facilities. Lastly, to provide COVID-19 updates, closures, and openings to the public, the City would like to purchase a mobile LED electronic sign board which is an exceptional tool to increase communication in the community on roadways.

Funding for the aforementioned supplies and equipment through the CESF Program will allow the City to leverage public funds during the pandemic and minimize the spread of COVID-19. Due to the limited time frame, this grant application was submitted electronically via the Bureau of Justice Assistance Grants Management System. Attached you will find the project narrative, budget, and budget narrative. If the application is not approved by City Commission, it will be withdrawn.

Recommendation

It is recommended that City Commission approve submission of the Coronavirus Emergency Supplemental Funding Program application to the Bureau of Justice Assistance and authorize execution of the grant agreement, if awarded.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SUBMISSION OF THE CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE; AUTHORIZING EXECUTION OF A GRANT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (“DOJ”) launched the Fiscal Year 2020 Coronavirus Emergency Supplemental Funding (“CESF”) program to provide funding to assist eligible states, local governments, and tribes in preventing, preparing for, and responding to the coronavirus pandemic; and

WHEREAS, the DOJ has allocated \$72,501 of CESF funds to the City of Deerfield Beach; and

WHEREAS, the City has prepared an application for CESF funds (the “CESF Application”) in the amount of \$72,501 (the “Grant”) to purchase equipment and supplies for law enforcement and City operations to prevent, prepare for, and respond to the coronavirus pandemic; and

WHEREAS, staff recommends the City Commission approve the submission of the CESF Application and authorize execution of a Grant agreement with the DOJ if the Grant is awarded to the City.

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

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

Section 2. The City Commission hereby approves the submission of the CESF Application to the DOJ for the Grant in the amount of \$72,501. The City Manager is authorized to sign and submit the CESF Application.

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

Deerfield Beach Coronavirus Prevention Project

Project Narrative

The City of Deerfield Beach is a municipality in Broward County, Florida that has been impacted by the Coronavirus (COVID-19) pandemic. According to the Florida Department of Health, Broward County has had 6,825 COVID-19 cases and 305 deaths as of May 27, 2020. The City has been under State and local Emergency Orders to prepare for, respond to, and prevent the spread of COVID-19 since March 2020. Like most municipalities across the US, these orders have resulted in safer at home mandates, the temporary closure of non-essential businesses, and most recently, phased re-opening of the City. The pandemic has impacted the fiscal health of the City as operating expenses have increased and revenues are expected to decrease. Consequently, the City of Deerfield Beach is seeking funding in the amount of \$72,501 from for the Coronavirus Emergency Supplemental Funding Program to purchase supplies for City operations and equipment for law enforcement to prevent the spread of COVID-19.

Disinfecting and sanitizing areas are essential to combating COVID-19. As such, the City has been taking precautionary measures at City facilities to ensure the health and safety of its employees, residents, and visitors who rely on local government for essential services. These measures include increasing sanitation of all frequently touched surfaces, performing daily specialized deep disinfection in restrooms and recreational areas, and distributing masks, gloves and hand sanitizers. The City has been purchasing supplies, such as gloves, hand sanitizers and disinfectants since March and anticipates these expenses will continue throughout calendar year 2021.

Additionally, the City's law enforcement, Broward Sheriff's Office, requires adequate equipment for beach patrol during the pandemic. The City of Deerfield Beach has just over a mile of coastal beaches, boarded to the north by the City of Boca Raton, in Palm Beach County, and to the south by the Town of Hillsboro Beach. The beaches are a significant attraction to the residents of Deerfield Beach, residents and employees of surrounding cities, and local, national, and international tourists. Due to COVID-19, the City's beaches were closed for over two months and recently re-opened to the public on May 26th with strict regulations for beach patrons which includes restrictive usage, social

distancing, gathering limitations etc. Municipalities to the north of Deerfield Beach, including the City of Boca Raton, re-opened their beaches 14 days prior to Deerfield Beach entering Phase 1 of the re-opening plan. Though law enforcement increased beach patrol to ensure compliance of regulations due to COVID-19 on City beaches, it has been challenging because there are no markings on the beach signifying municipal boundaries and jurisdictions along the coastline. The City's law enforcement personnel have been attempting to cover as much coastline as possible on foot.

As a result, the City would like to purchase two (2) All-Terrain Vehicles (ATVs) so that law enforcement can cover the coastline with a quicker response time and gain easier access from the actual shoreline to the sidewalk, which ranges from 220 to 350 feet. The City would utilize two different types of ATVs, one for single patrol purpose (Honda Foreman) and the other (Honda Pioneer) for dual patrol (2-person) purpose. Since the coastline covers such a large area, historically, the coastline north of the Pier has often attracted younger crowds as this is where the volleyball courts are located along with a new covered pavilion. This area is usually covered by two person patrols. South of the Pier, historically, has attracted Deerfield Beach residents as well as tourists, as this area maintains numerous short-term rentals, hotels, and villas. One-person patrol units have been sufficient in this area, and a single ATV would suffice in this particular location. The first wave of COVID-19 has proven to be extremely challenging for enforcement along the coastline with so many access points and the varied beach openings throughout the South Florida region. The ATVs would be an essential resource for beach patrol.

The City would also like to purchase a mobile LED electronic sign board to provide COVID-19 updates, closures, and openings to the public. It is an exceptional tool to utilize along major roadways to increase communication about the pandemic with those living, working, and visiting Deerfield Beach. The City has encountered numerous issues related to the pandemic over the last two months which the signs could ultimately reduce in the future. Residents and visitors would be alerted about current restrictions, or safety reminders upon arrival in significant areas within the City, such as parks and beaches to prevent violations. Subsequent phases of re-openings in the City are imminent and the

signs could aid in this process by providing Public Service Announcements (PSAs) on COVID-19 guidelines, and potential infection spikes.

Lastly, the Centers for Disease Control and Prevention (CDC) supports temperature screening to minimize the spread of COVID-19. According to the CDC, a fever for COVID-19 purposes is any temperature at 100.4 degrees Fahrenheit/38 degrees Celsius or higher. The City would like to purchase body temperature scanners to screen employees and individuals that enter City facilities, particularly those that interact with the public daily, such as City Hall and the police headquarters.

Funding for the aforementioned supplies and equipment through the Coronavirus Emergency Supplemental Funding Program will reduce the City's budget constraints and provide resources to address the pandemic.

Equipment				
Items	Computation			
	# of items	Unit Cost	Total Cost	Federal Request
Body Temperature Scanner	6	\$ 3,000.00	\$ 18,000.00	\$ 18,000.00
ATV/Honda Foreman	1	\$ 9,898.00	\$ 9,898.00	\$ 9,898.00
ATV/Honda Pioneer	1	\$ 14,377.00	\$ 14,377.00	\$ 14,377.00
Signage/Solar Powered Portable Chargeable Message Sign	1	\$ 12,136.00	\$ 12,136.00	\$ 12,136.00
Cloro Electrostatic Spray	2	\$ 3,995.00	\$ 7,990.00	\$ 7,990.00
Total			\$ 62,401.00	\$ 62,401.00
Narrative				
The Body Temperature Scanner will be utilized by law enforcement and assigned City staff for the temperature screening of employees and individuals entering City facilities to aid in minimizing the spread of COVID-19. The CDC states that a fever for COVID-19 purposes is any temperature at 100.4 degrees Fahrenheit/38 degrees Celsius or higher.				
The Honda Foreman and Honda Pioneer will be utilized by law enforcement to patrol City beaches during the pandemic to ensure compliance with COVID-19 rules and regulation; both ATVs are an essential resource during the pandemic as they offer easy access to the beach and a quicker response time to address COVID-19 related incidents and beach violations.				
The Message Sign will be utilized by law enforcement to relay critical COVID-19 public safety information to help inform and protect the City of Deerfield Beach community.				
The Clorox Electrostatic Sprayer is an efficient, reliable and powerful method to ensure all surfaces can be properly disinfected and sanitized: it helps keep facilities healthier, while also saving time and money. One will be provided to law enforcement and City facilities for their use.				

Supplies

Supply Items	Computation			
	# of items	Units Cost	Total Cost	Federal Request
CLO31650 Clorox Total 360 Disinfectant (packed 4-1gal/case)	4	\$ 93.32	\$ 374.00	\$ 374.00
CLO31651 Clorox Anywhere (packed 4-1gal/case)	4	\$ 93.32	\$ 374.00	\$ 374.00
Ambitex PF Nitrile Glove	156	\$ 6.65	\$ 1,038.00	\$ 1,038.00
Nitrile Gloves	30	\$ 15.99	\$ 480.00	\$ 480.00
Purell Hand Sanitizer Foam LTC 1200ML (case)	30	\$ 61.96	\$ 1,859.00	\$ 1,859.00
Mano-Care Alcohol Antiseptic 80% Tropical Solution Hand Sanitizer 16 oz	500	\$ 11.95	\$ 5,975.00	\$ 5,975.00
Total			\$ 10,100.00	\$ 10,100.00
Narrative				
The Clorox Total Disinfectant and Anywhere will be used by law enforcement and City facilities staff to disinfect City facilities and equipment with the Clorox Electrostatic Sprayer. Gloves and hand sanitizers are essential items for City employees use to minimize the spread of COVID-19.				



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-411

Agenda Date: 6/16/2020

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting and adopting the Comprehensive Annual Financial Report for the Fiscal Year ending September 30, 2019; authorizing submission to the State; providing for an effective date. (Tabled from June 2, 2020)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Section 218.32, Florida Statutes, requires each local governmental entity that is determined to be a reporting entity, as defined by generally accepted accounting principles ("GAAP"), to submit a copy of its annual financial report for the previous fiscal year to the Florida Department of Financial Services (the "Department") within nine months after the end of the fiscal year. The City of Deerfield Beach's deadline for submission of the financial report for FY 19 to the Department is June 30, 2019.

Current Activity

Marcum LLP, the City's independent auditors, performed the annual audit of the City's financial records for the fiscal year ending September 30, 2019 ("FY 19"). The City's Chief Financial Officer, Stephanie Tinsley, has prepared the City of Deerfield Beach Comprehensive Annual Financial Report for FY 19, attached as Exhibit "A", (the "CAFR"), which includes the reports of independent certified public accountants and other reports on compliance prepared by Marcum, LLP.

Recommendation

City staff recommends acceptance and adoption of the CAFR for FY 19.

RESOLUTION NO. 2020/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY
OF DEERFIELD BEACH, FLORIDA, ACCEPTING AND
ADOPTING THE COMPREHENSIVE ANNUAL FINANCIAL
REPORT FOR THE FISCAL YEAR ENDING SEPTEMBER
30, 2019; AUTHORIZING SUBMISSION TO THE STATE;
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Section 218.32, Florida Statutes, requires each local governmental entity that is determined to be a reporting entity, as defined by generally accepted accounting principles (“GAAP”), to submit a copy of its annual financial report for the previous fiscal year to the Florida Department of Financial Services (the “Department”) within nine months after the end of the fiscal year; and

WHEREAS, Marcum LLP, the City’s independent auditors, performed the annual audit of the City’s financial records for the fiscal year ending September 30, 2019 (“FY 19”); and

WHEREAS, the City’s Chief Financial Officer, Stephanie Tinsley, has prepared the City of Deerfield Beach Comprehensive Annual Financial Report for FY 19, attached as Exhibit “A”, (the “CAFR”), which includes the reports of independent certified public accountants and other reports on compliance prepared by Marcum, LLP; and

WHEREAS, the City Manager recommends acceptance and adoption of the CAFR for FY 19, attached as Exhibit “A”.

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

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

Section 2. The City Commission hereby accepts and adopts the CAFR for FY 19, attached as Exhibit “A”, including the report of the independent certified public accountants and other compliance reports submitted by the City’s independent auditor, Marcum LLP.

Section 3. The appropriate City officials are authorized to submit the CAFR to the Department and 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

May 27, 2020

To the Honorable Mayor, Members of the City Commission, and City Manager
City of Deerfield Beach, Florida

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Deerfield Beach (the City) for the fiscal year ended September 30, 2019. We did not audit the financial statements of the Pension Trust Funds, which represents 94%, 94% and 69%, respectively, of the assets, net position/fund balance and revenues/additions of the aggregate remaining fund information. Those statements were audited by other auditors whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for the Pension Trust Funds is based on the reports of the other auditors. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, OMB Uniform Guidance and Chapter 10.550 Rules of the Auditor General) as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated November 21, 2019. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. As described in Note D to the financial statements, the City adopted Governmental Accounting Standards Board (GASB) Statement No. 83, *Certain Asset Retirement Obligations* during the fiscal year that did not have an impact on the financial statements. No significant accounting policies were adopted and the application of existing policies was not changed during fiscal year 2019. We noted no transactions entered into by The City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate(s) affecting the City's financial statements were:

Management's estimate of the net pension liability in accordance with GASB Statement No. 68 and the total OPEB liability in accordance with GASB Statement No. 75 are based on actuarial methods and assumptions used by the actuaries for the development of the funding valuations as well as the accounting valuations. The key factors impacting the assumptions, such as change in market conditions, are subject to change on an annual basis therefore and can have a significant impact on this estimate. We evaluated the key factors and assumptions used to develop the estimate described above, in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the allowance for uncollectible receivables is based on aging of receivables, historic loss levels, and an analysis of the collectability of individual accounts. We evaluated the key factors and assumptions used to develop the allowance in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no sensitive financial statements disclosures.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole. There were no uncorrected misstatements.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated May 27, 2020.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to City’s financial statements or a determination of the type of auditors’ opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as City’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

The Schedule of Findings and Questions Costs and the Management Letter, are included in the reporting package that goes along with the City’s Comprehensive Annual Financial Report notes one (1) finding presented as a significant deficiency in internal control over financial reporting plus one (1) management letter comment (observation and recommendation). The Summary Schedule of Prior Audit Findings also includes a status of prior year findings and comments.

Other Matters

We applied certain limited procedures Management’s Discussion and Analysis, Budgetary Comparison Schedules – General Fund and Community Redevelopment Agency, Schedules of Changes in Net Pension Liability and Related Ratios, Schedule of Contributions, and Schedule of Investment Returns – Pension Trust Funds, Schedules of City’s Proportionate Share of Net Pension Liability and Contribution – FRS & HIS and the Schedule of Changes in the City’s Total OPEB Liability and Related Ratios, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on Combining and Individual Fund Statements and Schedules and the Schedule of Expenditures of Federal Awards and State Financial Assistance, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information

to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the Introductory Section or Statistical Section, which accompany the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the use of the Mayor, City Commission, and the City Manager and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Marcum LLP

Marcum LLP

COMPREHENSIVE ANNUAL **FINANCIAL REPORT**

CITY OF
DEERFIELD BEACH



2019

Fiscal Year Ended
September 30, 2019



CITY OF DEERFIELD BEACH, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

Prepared by the Department of Financial Services

City of Deerfield Beach, Florida

Comprehensive Annual Financial Report For the Year Ended September 30, 2019

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City of Deerfield Beach, Florida

Comprehensive Annual Financial Report For the Year Ended September 30, 2019

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May 27, 2020

Citizens of Deerfield Beach
Honorable Mayor and Members of the City Commission

It is our pleasure to submit to you the Comprehensive Annual Financial Report of the City of Deerfield Beach, Florida for the fiscal year ended September 30, 2019.

Local ordinances and state statute require that the City issue a report on the financial position and activity within nine months of the close of each fiscal year. Additionally, the financial statements must be presented in conformity with generally accepted accounting principles (GAAP) and this report must be audited in accordance with generally accepted auditing standards and government auditing standards by an independent firm of certified public accountants.

This report consists of management's representations concerning the finances of the City. Consequently, the responsibility for the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with management. To provide a reasonable basis for making these representations, management has established a comprehensive internal control framework that is designed to safeguard City assets from loss, theft or misappropriation and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with GAAP. The cost of an internal control should not exceed the benefits to be derived; therefore, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements. We believe that the data as presented is accurate in all material aspects; that it fairly presents the City's financial position and the results of operations and that all disclosures necessary to enable the reader to gain an understanding of the City's financial activities are included.

Marcum LLP, a firm of licensed certified public accountants, audited the City's financial statements. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City of Deerfield Beach for the fiscal year ended September 30, 2019, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering unmodified opinions that the City of Deerfield Beach's financial statements for the fiscal year ended September 30, 2019, are fairly presented in conformity with GAAP. The independent auditors' report is included in the financial section of this report.

In addition to meeting the requirements set forth above, the independent audit was also designed to meet the special needs of federal and state grantor agencies as provided for in the Federal Single Audit Act, Office of Management and Budget (OMB) Uniform Guidance and Florida Single Audit Act in accordance with Chapter 10.550, Rules of the Auditor General. These standards require the independent auditor to report not only on the fair presentation of the basic financial statements, but also on the audited government's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal

and state awards. These reports are available in the City of Deerfield Beach's separately issued Compliance Reports.

This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the independent auditors' report on the basic financial statements.

Profile of the City of Deerfield Beach

Incorporated in 1925, the City of Deerfield Beach operates under the commission/manager form of government. The City Commission develops legislation and policies to direct the City but employs a professional City Manager to oversee operations. The Mayor, elected at-large to a four-year term, acts as the formal representative of the City and presides over Commission meetings. The public elects four City Commissioners who serve four-year terms.

The City of Deerfield Beach provides a broad range of municipal services. These services include public safety, sanitation, water and sewer, recreational and cultural activities, public improvements, planning, zoning, highways and streets and general administrative services. It does not provide primary or secondary education or health care, as these are the responsibility of the Broward County School District and Broward Health North, respectively. Both entities are independent special districts that are not part of the City of Deerfield Beach. As such, financial data for them or for any other government has not been included in the financial statements in this report.

Blended component units, although legally separate entities, are, in substance, part of the primary government's operations and are included as part of the primary government. Accordingly, the Community Redevelopment Agency (CRA) is reported as a special revenue fund of the primary government.

For financial planning and control, the City prepares and adopts an annual operating budget in accordance with Florida Statute Chapter 166.241. The legally adopted budget is at the departmental level for current expenditures with separate appropriations established for debt service, interfund transfers, intergovernmental expenditures and miscellaneous fiscal transactions. Budgetary control is internally administered at a more restrictive level. Budget-to-actual comparisons are provided in this report for each individual governmental fund for which an appropriated annual budget has been adopted. For the General Fund and the CRA Fund, this comparison is presented on pages 85 and 86, respectively, as part of the required supplementary information. For governmental funds, other than the General and CRA funds, with appropriated annual budgets, this comparison is presented in the combining and individual fund statements and schedules.

Factors Affecting Economic Condition

Local Economy

Home to over 80,000 residents, Deerfield Beach is located on the east coast of Florida in Broward County. The City is primarily a residential community and offers commercial development such as shopping facilities, office buildings, restaurants, tourist lodgings and light industry.

The City continues to make some noticeable economic progress since the recession. Major revenue sources of the City, such as property, sales and utility taxes as well as building permit revenue, which were impacted severely during the recession, are now showing some signs of continued growth. Property tax revenue has increased by over 58% since Fiscal Year 2012. Likewise, retail sales have increased by over 62% from calendar year 2012 to calendar year 2018, the most recent period for which this data was available.

In addition, the year-over-year increase in the median sales price of single-family homes in the Broward County metropolitan region has increased by approximately 5.5% to \$374,250 from 2019. Likewise, according to the University of Florida Consumer Sentiment Index, overall consumer

sentiment for February 2019 increased slightly by 3.9 points to 97.3 from the previous month. The increased consumer sentiment among Floridians "comes mostly from consumers' future expectations about the national economy in the medium- and long-run," according to the University of Florida's Survey Research Center.

The unemployment rate within the Fort Lauderdale-Pompano Beach-Deerfield Beach Metropolitan Statistical Area (MSA) decreased during the fiscal year. As of September 30, 2019, the MSA's unemployment rate was that of 2.9%, which represents a decrease from the previous year's rate of 3.1%. The City's unemployment rate also decreased from 3.7% to 3.2%, as of the end of the fiscal year.

Long-Term Financial Planning

The City maintained its credit rating of "AA" for its General Obligation Refunding Bonds, Series 2012B-2. The City's credit rating for its debt secured by its covenant-to-budget and appropriate non-ad valorem revenue was recently upgraded from "AA-" to "AA" by Standard & Poor's Global Ratings. The City's credit profile for its covenant-to-budget and appropriate debt from Fitch Ratings remained the same at "AA-."

The City has taken steps to prepare estimates of its future budgetary needs. During the upcoming fiscal year, the City will employ a multi-year financial planning approach, similar to the City's multi-year Capital Improvement Plan (CIP), which will enable staff to better determine if activities being undertaken are sustainable in the long run. The City's CIP document is updated and adopted on an annual basis. The CIP prioritizes major capital projects and identifies revenue sources available to finance the improvements. For fiscal years 2020 - 2024, the City Commission adopted a CIP budget in excess of \$85.4 million.

Major Initiatives

For the Fiscal Year 2020, the City has several initiatives and staffing reorganizations that are in alignment with the strategic priority of providing the same or enhanced quality of services to our citizens and business owners:

- Upgrades to the public safety radio communication system for P-25 compliance that will enhance communication with inter and intra agency first responders.
- Increased cyber-security for the protection of the City's network and customer information.
- Completion of a stormwater master plan that will identify and prioritize stormwater and drainage projects throughout the City to reduce neighborhood flooding.
- The addition of a new Saturday service bus route for the Express 1-BCT Route 728.
- Replacement of the Constitution Park Playground.
- The addition of a contractual administrative assistant in the Code Compliance Division to increase the quality of customer service and response time.
- The installation of estate fencing along the FEC railroad tracks (Dixie Highway) to enhance safety and aesthetics of the Dixie Business Residential District.
- Implementation of an advanced metering system (AMI) to gain efficiencies in the water meter reading process and provide customers with real-time information related to their water consumption.
- Implementation of the Energy Performance Contract to further the City's goal toward sustainability by building infrastructure initiatives using smart and energy efficient technologies.

In addition, several major budgetary and financial policy changes have been made for the FY2020 cycle including creation of a Building Fund and Debt Service Fund. Building funds are regulated by the state and are restricted to deferring the costs of inspection and enforcement of the provisions of the Building Code. Segregating these funds from the General Fund provides additional transparency to the Building Department's revenues and expenditures. The establishment of a Debt Service Fund separately accounts for the principal and interest of general obligation and non-ad valorem debt that is

issued by the City. We will continue to evaluate and revise our policies and organization to enhance transparency, efficiency, while maintaining compliancy with all Federal, State, and Local requirements.

Finally, on March 11, 2020 the World Health Organization declared the COVID-19 outbreak a global pandemic. The outbreak in the United States has caused business disruption through mandated and voluntary closings of business across the country for non-essential services. As of the date of this report, the City of Deerfield Beach remains open for essential services, subject to modified procedures as determined by the State of Florida, Broward County and CDC guidelines. The extent of the impact to our financials and cash flows are uncertain and will largely depend on when the virus subsides, and the economy is back in full swing. However, we are estimating revenue shortfalls and taking proactive steps to monitor all current expenditures and strategizing in the development of the FY2021 budget.

Awards and Acknowledgements

The City of Deerfield Beach's Public Affairs and Marketing Department was recognized by the Association of Marketing and Communication Professionals as the winner of two awards for this 2018 – 2019 marketing awards season. In the category of Digital Marketing – Social Media, the City was a Gold Winner for "Ricky the Recycling Ranger Teaches How to Reduce Use." The City also received an Honorable Mention for "Ricky the Recycling Ranger Fights Bad Guys... Plastic Bags." AVA Digital Awards is an international competition that recognizes outstanding work by creative professionals involved in the concept, direction, design and production of media that is part of the evolution of digital communication. Work ranges from audio and video productions to websites that present interactive components such as video, animation, blogs, and podcasts to interactive social media sites to other forms of user-generated communication.

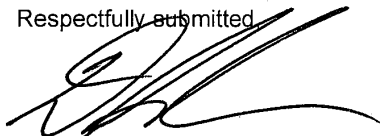
The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Deerfield Beach for its comprehensive annual financial report (CAFR) for the fiscal year ended September 30, 2018. This was the 39th consecutive year that the City has received this prestigious award. In order to be awarded a Certificate of Achievement, the City published an easily readable and efficiently organized CAFR. This report satisfied both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for a period of only one-year. We believe that our current CAFR continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

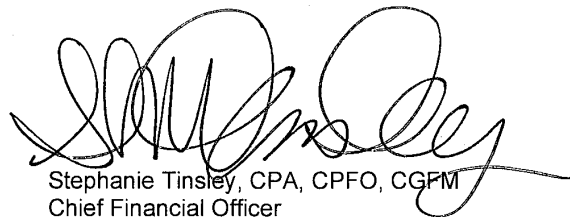
Additionally, the City of Deerfield Beach also received the GFOA's Distinguished Budget Presentation Award for its annual budget for fiscal year 2018-19 for the 22nd consecutive year. In order to qualify for the Distinguished Budget Presentation Award, the City's budget document was judged to be proficient in several categories, including as a policy document, a financial plan, an operations guide, and a communications device.

Thank you for your continued interest and support in planning and conducting the financial operations of the City in a responsible and progressive manner. This report could not have been prepared without the dedicated service of all of the employees of the Department of Financial Services as well as the support of the other City departments.

Respectfully submitted,



David Santucci
City Manager



Stephanie Tinsley, CPA, CPFO, CGFM
Chief Financial Officer



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Deerfield Beach
Florida**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

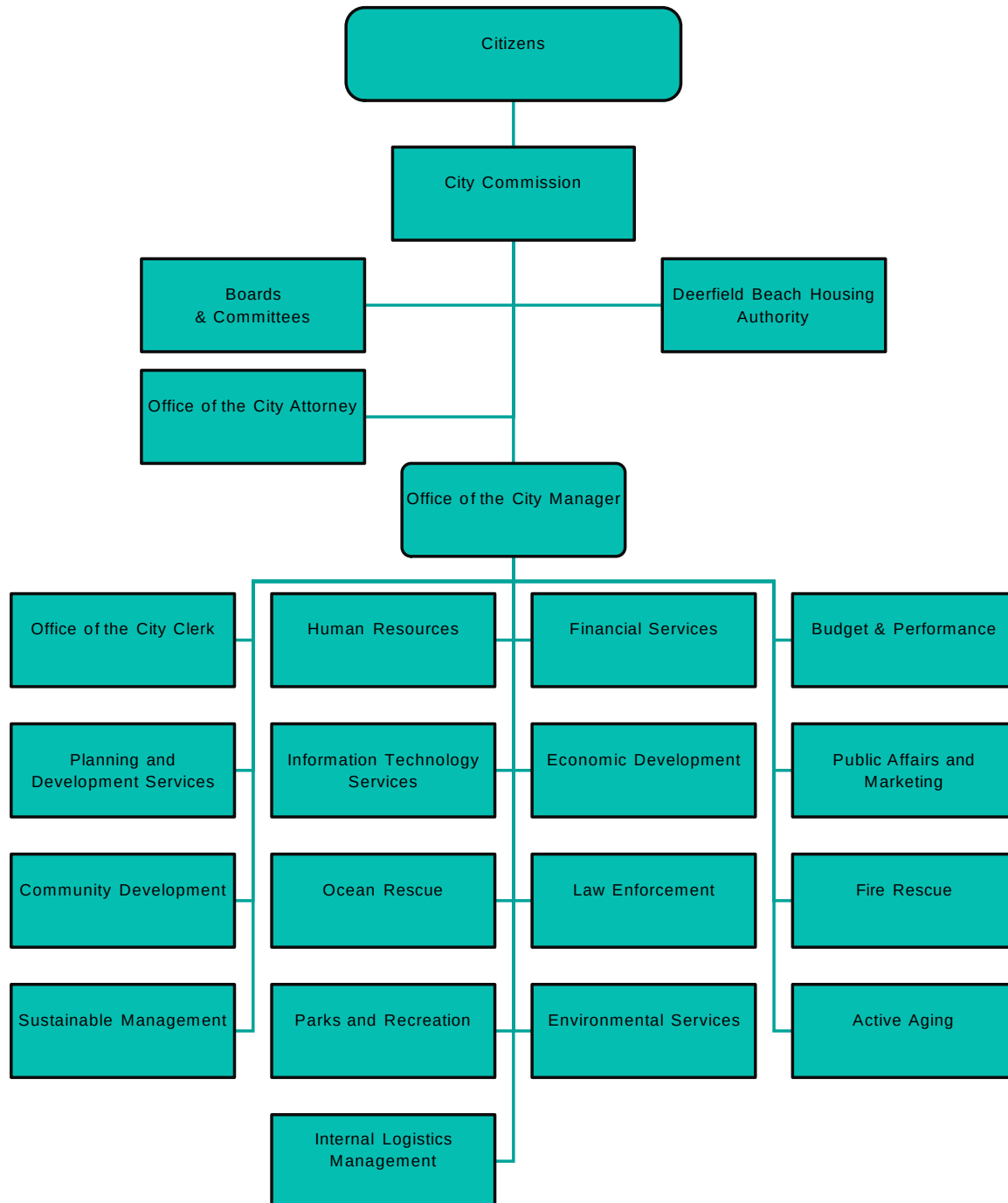
September 30, 2018

Christopher P. Morrell

Executive Director/CEO

City of Deerfield Beach

Organization Chart



City of Deerfield Beach, Florida
List of Elected and Appointed Officials
September 30, 2019

Elected Officials

Mayor	Bill Ganz
Vice Mayor	Todd Drosky
Commissioner	Michael Hudak
Commissioner	Ben Preston
Commissioner	Bernie Parness

Appointed Officials

City Manager	David Santucci
Assistant City Manager	Tom Good
City Attorney	Weiss Serota Helfman
	Cole & Bierman- Anthony
	Soroka
City Clerk	Samantha Gillyard
Director of Community Development	Vickki Placide-Pickard
Chief Financial Officer (Acting)	Sophia Taylor
Chief Human Resources Officer	Amanda Robin
Chief Information Officer	Ronald McKenzie
Director of Parks & Recreation	Preston Pooser
Director of Environmental Services	Tom Good
Director of Planning & Development Services	Eric Power
Director of Senior Services	Donna DeFronzo
Director of Sustainable Management	Chad Grecsek
Director of Public Affairs and Marketing	Rebecca Medina-Stewart
Director of Economic Development	Kristin Mory
Fire Chief	Matthew Pellitteri
Police Chief	Rodney Brimlow
Ocean Rescue Chief	Michael Brown

FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor, City Commission and City Manager
City of Deerfield Beach, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Deerfield Beach, Florida (the City), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Pension Trust Funds, which represents 94%, 94% and 69%, respectively, of the assets, net position/fund balance and revenues/additions of the aggregate remaining fund information. Those statements were audited by other auditors whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for the Pension Trust Funds is based solely on the reports of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's

preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the reports of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City, as of September 30, 2019, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 16, the schedules of changes in the city's net pension liability and related ratios, the schedules of city contributions, schedule of changes in the city's total OPEB liability and related ratios, and budgetary comparison schedules for the general fund and major special revenue funds on pages 82 through 93 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We and the other auditors, have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our and other auditors inquiries, the basic financial statements, and other knowledge we obtained during our audit and the other auditors audit of the basic financial statements. We and the other auditors, do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary and Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund statements and schedules and the introductory and statistical sections are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual fund statements and schedules are the responsibility of management and were derived from and related directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America by us and the other auditors. In our opinion, based on our audit, the procedures performed as described above, and the reports of other auditors, the combining and individual fund statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 27, 2020 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Marcum LLP

Fort Lauderdale, FL
May 27, 2020

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)

City of Deerfield Beach, Florida
Management's Discussion and Analysis (Unaudited)
For the Year Ended September 30, 2019

The management of the City of Deerfield Beach (City) presents this narrative overview and analysis to facilitate both a short and long-term analysis of the financial activities of the City for the fiscal year ended September 30, 2019. This Management's Discussion and Analysis is based on currently known facts, decisions and conditions that existed as of the date of the independent auditors' report. The information presented is in accordance with Governmental Accounting Standards Board Statement No. 34 (GASB 34) as amended. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages i - vii of this report.

Financial Highlights

- The total assets on the Government-wide basis of the City of Deerfield Beach at September 30, 2019 increased \$14 million from \$310.2 million to \$324.2 million, or 4.51% from the prior year.
- The City's total liabilities on a Government-wide basis decreased by \$35.6 million, from \$253.5 million to \$217.9 million from the prior year.
- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$96.0 million (net position). Of this amount, \$25.9 million was from governmental activities and \$70.1 million was from business-type activities.
- As of the close of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$76.3 million, a decrease of \$1.3 million, in comparison with the amount reported for the prior fiscal year. Of this amount, \$1.5 million was non-spendable, \$48.6 million was restricted, \$8.8 million was assigned, and \$17.2 million was unassigned and therefore available for spending at the government's discretion.
- At the end of the fiscal year, unassigned fund balance in the General Fund was \$17.6 million, or 16.2% of total General Fund expenditures and transfers. The City has a reserve policy of maintaining an amount in reserves that is at least 10% and 5% of total General Fund expenditures and transfers for unassigned and committed fund balances, respectively.

Overview of the Financial Statements

This discussion and analysis serve as an introduction to the City of Deerfield Beach's basic financial statements. The basic financial statements consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the City of Deerfield Beach's finances, in a manner similar to a private-sector business and include both long-term and short-term information about the City's financial status.

City of Deerfield Beach, Florida
Management's Discussion and Analysis (Unaudited)
For the Year Ended September 30, 2019

Overview of the Financial Statements

The statement of net position presents information on all the City of Deerfield Beach's assets and liabilities, deferred outflows and inflows of resources, with the difference between the assets (and deferred outflows of resources) and liabilities (and deferred inflows of resources) reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City of Deerfield Beach is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in a future fiscal period. Examples of such items include earned but uncollected ad valorem taxes and earned, but unused compensated absences.

Both of the government-wide financial statements distinguish functions of the City of Deerfield Beach that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, economic environment, public safety, human services, physical environment, transportation, and culture and recreation. The business-type activities of the City of Deerfield Beach include water and sewer, stormwater utility, and solid waste services.

The government-wide financial statements include not only the City itself (known as the primary government), but also a legally separate Community Redevelopment Agency (CRA) for which the City is financially accountable. Although legally separate, the CRA's governing body is identical to the City Commission, and because the services of the CRA are exclusively for the benefit of the City and its residents, it is included as an integral part of the primary government.

The government-wide financial statements can be found on pages 17 - 19 of this report.

Fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Deerfield Beach uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds. Governmental funds are used to account for activities where the emphasis is placed on available financial resources, rather than upon net income determination. Therefore, unlike the government-wide financial statements, governmental fund financial statements focus on the acquisition and use of current spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

City of Deerfield Beach, Florida
Management's Discussion and Analysis (Unaudited)
For the Year Ended September 30, 2019

Overview of the Financial Statements

The City of Deerfield Beach maintains 18 individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for those funds that are considered significant (major) to the City as a whole. These financial statements report three major funds: general fund and community redevelopment agency fund, and the general construction fund. Data from the non-major governmental funds are combined into a single, aggregated presentation. Individual fund information for each of these nonmajor governmental funds is provided in the form of combining statements that are found on pages 97 - 106 of this report.

The City of Deerfield Beach adopts an annual appropriated budget for its General and CRA funds. A budgetary comparison statement has been provided for the General and CRA funds to demonstrate compliance with the budget.

The basic governmental fund financial statements can be found on pages 20 - 25 of this report.

Proprietary funds. Proprietary funds are used to account for activities where the emphasis is placed on net income determination. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements with greater detail. The City of Deerfield Beach uses enterprise funds to account for its water and sewer, stormwater utility as well as its solid waste activities. The enterprise funds, which are considered to be major funds of the City, are reported separately as proprietary fund financial statements in the basic financial statements.

The basic proprietary fund financial statements can be found on pages 26 - 30 of this report.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds (Pension Trust Funds) are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City of Deerfield Beach's own programs. The City is responsible for ensuring that the assets reported in these funds are used for their intended purposes. The accounting used for fiduciary funds is much like that used for proprietary funds.

The basic fiduciary fund financial statements can be found on pages 31 - 32 of this report.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 33 - 84 of this report and should be read in conjunction with the City's financial statements.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information (RSI) concerning the City of Deerfield Beach's progress in funding its obligation to provide pension and other post-employment benefits to its employees, budgetary comparisons for the general fund and the CRA Special Revenue Fund. RSI can be found on pages 85 - 96 of this report.

The combining and individual fund statement and schedules referred to earlier in connection with nonmajor funds are presented immediately following the RSI. Combining and individual fund statements and schedules can be found on pages 97 - 108 of this report.

City of Deerfield Beach, Florida
Management's Discussion and Analysis (Unaudited)
For the Year Ended September 30, 2019

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City of Deerfield Beach, assets plus deferred outflows exceeded liabilities plus deferred inflows by \$96.0 million at the close of fiscal year 2019.

The largest portion of the City of Deerfield Beach's net position of \$119.4 million, or 1.24% of total net position, reflects its investment in capital assets (e.g., land, buildings, equipment, improvements, utility plants and infrastructure), less any related debt and deferred inflows/outflows used to acquire those assets that are still outstanding. The City of Deerfield Beach uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City of Deerfield Beach's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Summary of Net Position

	Governmental Activities		Business-type Activities		Total	
	2019	2018	2019	2018	2019	2018
Current and other assets	\$ 95,217,155	\$ 89,781,357	\$ 53,239,255	\$ 42,560,050	\$ 148,456,411	\$ 132,341,407
Capital assets, Net	103,232,148	104,321,801	72,471,529	73,511,864	175,703,677	177,833,665
Total assets	198,449,303	194,103,158	125,710,784	116,071,914	324,160,088	310,175,072
Deferred Outflows from pensions	15,217,472	16,477,712	1,338,700	1,884,116	16,556,172	18,361,828
OPEB	1,595,260	1,717,813	992,348	808,382	2,587,608	2,526,195
Total deferred outflows from pensions and OPEB	16,812,732	18,195,525	2,331,048	2,692,498	19,143,780	20,888,023
Other liabilities	12,985,696	8,610,837	4,693,617	3,085,665	17,679,313	11,696,502
Non-current liabilities	156,624,615	191,074,573	43,571,419	50,681,089	200,196,034	241,755,662
Total liabilities	169,610,311	199,685,410	48,265,036	53,766,754	217,875,347	253,452,164
Deferred inflows of resources	19,746,462	8,813,337	9,666,934	2,179,744	29,413,396	10,993,081
Net position:						
Net investment in capital assets	65,413,462	66,878,760	53,984,687	52,967,087	119,398,149	119,845,847
Restricted	21,139,007	80,502,273	1,174,491	1,839,167	22,313,498	82,341,440
Unrestricted	(60,647,207)	(143,581,097)	14,950,684	8,011,660	(45,696,523)	(135,569,437)
Total net position	\$ 25,905,262	\$ 3,799,936	\$ 70,109,862	\$ 62,817,914	\$ 96,015,124	\$ 66,617,850

An additional portion of the City of Deerfield Beach's net position, approximately 23.2%, represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position, a deficit of \$45.7 million, continues to be impacted by the implementation of GASB Statement No. 75 which had a significant negative impact on the City's unrestricted net position for the governmental activities but is recovering.

The net position of business-type activities increased by \$7.3 million to \$70.1 million in 2019. This increase was primarily due to increases in investment returns coupled with decreases in liabilities with the paydown of long-term debt.

City of Deerfield Beach, Florida
Management's Discussion and Analysis (Unaudited)
For the Year Ended September 30, 2019

Government-wide Financial Analysis

The City's current and other assets increased by \$16.1 million from \$132.3 million to \$148.5 million due to solid gains in investment returns and increases in revenue collections strengthening cash balances. Capital assets also decreased by \$2.1 million from \$177.8 million to \$175.7 million, or 1.1% from the prior year primarily due to the depreciation of capital assets.

Current liabilities increased from \$11.7 million to \$17.7 million. This increase was primarily attributable to accounts payable. The City's total noncurrent liabilities decreased from \$241.8 million to \$200.2 million, or approximately 17.2%, from the prior year, due largely to the pay-down of long-term debt service obligations.

City of Deerfield Beach, Florida
Management's Discussion and Analysis (Unaudited)
For the Year Ended September 30, 2019

Government-wide Financial Analysis

Summary of Changes in Net Position

	Governmental Activities		Business-type Activities		Primary Government	
	2019	2018	2019	2018	2019	2018
Revenues:						
Program revenues:						
Charges for services	\$ 39,210,397	\$ 35,127,168	\$ 47,283,181	\$ 42,484,312	\$ 86,493,578	\$ 77,611,480
Operating grants and contributions	5,551,403	5,521,769	-	-	5,551,403	5,521,769
Capital grants and contributions	50,000	689,982	-	-	50,000	689,982
General revenue						
Taxes	68,599,878	65,792,690	-	-	68,599,878	65,792,690
Miscellaneous revenues	1,454,296	2,187,153	-	-	1,454,296	2,187,153
Grants and contributions not restricted to specific programs	1,983,976	2,065,013	-	-	1,983,976	2,065,013
Unrestricted investment earnings	2,403,213	894,912	1,112,087	493,611	3,515,300	1,388,523
Total revenues	<u>119,253,163</u>	<u>112,278,687</u>	<u>48,395,267</u>	<u>42,977,923</u>	<u>167,648,431</u>	<u>155,256,610</u>
Expenses:						
General government	10,139,309	13,858,877	-	-	10,139,309	13,858,877
Economic environment	1,831,573	3,255,195	-	-	1,831,573	3,255,195
Public safety	67,759,892	72,209,952	-	-	67,759,892	72,209,952
Human services	352,258	3,415,404	-	-	352,258	3,415,404
Physical environment	3,903,291	7,561,665	-	-	3,903,291	7,561,665
Transportation	5,293,134	4,863,339	-	-	5,293,134	4,863,339
Culture and recreation	4,525,216	7,398,066	-	-	4,525,216	7,398,066
Interest on long term debt	3,614,126	2,317,478	-	-	3,614,126	2,317,478
Water and sewer	-	-	24,088,048	26,719,702	24,088,048	26,719,702
Solid waste	-	-	15,522,046	17,109,044	15,522,046	17,109,044
Stormwater Utility	-	-	1,222,265	-	1,222,265	-
Total expenses	<u>97,418,799</u>	<u>114,879,976</u>	<u>40,832,359</u>	<u>43,828,746</u>	<u>138,251,158</u>	<u>158,708,722</u>
Change in net position	<u>21,834,364</u>	<u>(2,601,289)</u>	<u>7,562,909</u>	<u>(850,823)</u>	<u>29,397,273</u>	<u>(3,452,112)</u>
Transfers	<u>270,961</u>	<u>306,699</u>	<u>(270,961)</u>	<u>(306,699)</u>	<u>-</u>	<u>-</u>
Change in net position	<u>22,105,325</u>	<u>(2,294,590)</u>	<u>7,291,948</u>	<u>(1,157,522)</u>	<u>29,397,273</u>	<u>(3,452,112)</u>
Net position as previously stated	<u>3,799,937</u>	<u>45,092,085</u>	<u>62,817,914</u>	<u>82,726,547</u>	<u>66,617,851</u>	<u>127,818,632</u>
Prior period adjustment	<u>-</u>	<u>(38,997,559)</u>	<u>-</u>	<u>(18,751,111)</u>	<u>-</u>	<u>(57,748,670)</u>
Net position, ending	<u>\$ 25,905,262</u>	<u>\$ 3,799,936</u>	<u>\$ 70,109,862</u>	<u>\$ 62,817,914</u>	<u>\$ 96,015,124</u>	<u>\$ 66,617,850</u>

Governmental activities. Governmental activities increased the City's net position by \$22.1 million. The City's total revenues amounted to \$119.3 million in governmental activities. Of these revenues, 57.5% is generated from taxes, 32.9% is from charges for services, operating grants/contributions comprise 4.7%, capital grants/contributions make up 0.0%, grants and contributions not restricted to specific programs and miscellaneous revenues are 2.9%, and unrestricted investment earnings generates approximately 2.0%. Most of the increase in the City's net position mentioned above was primarily due to an increase in the taxable values of properties, building permit revenue, miscellaneous administrative fees, and investment earnings.

The City's expenses cover a broad range of services, with approximately 69.6% of governmental activity expenses related to public safety (fire/rescue and police protection). Public safety expenses constitute the largest component of total expenses due to the service level requirements. Public Safety consists of Broward Sheriff's Office Law Enforcement, Fire Rescue, and Emergency Services, and Ocean Rescue. The City's governmental and business-type activities had 18.4% and 15.6% less expenses than revenues, respectively. These reductions in expenses are primarily due to the OPEB actuarial valuation which

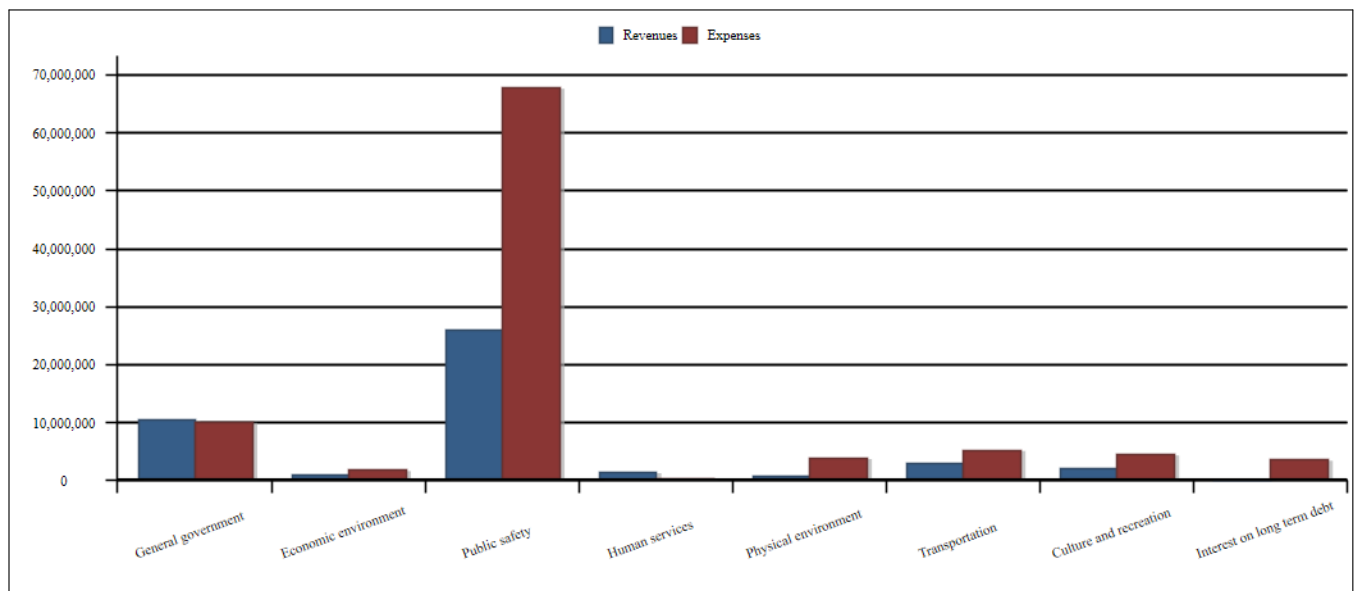
City of Deerfield Beach, Florida
Management's Discussion and Analysis (Unaudited)
For the Year Ended September 30, 2019

Government-wide Financial Analysis

reflected the positive earnings on the related investment assets which help to offset some of the negative impacts from the initial implementation of GASB 75. Furthermore, the implementation of GASB 75 had a significant negative impact on the City's Net Position causing the net position for both Governmental and Business Activities to decrease by approximately \$39.0 million and \$18.8 million, respectively.

The next chart compares program revenues and expenses for the individual governmental activities for the fiscal year. As the chart reflects, all governmental activities relied on general revenues to support the function.

Governmental Activities - Expenses and Program Revenues
(Dollars in Millions)

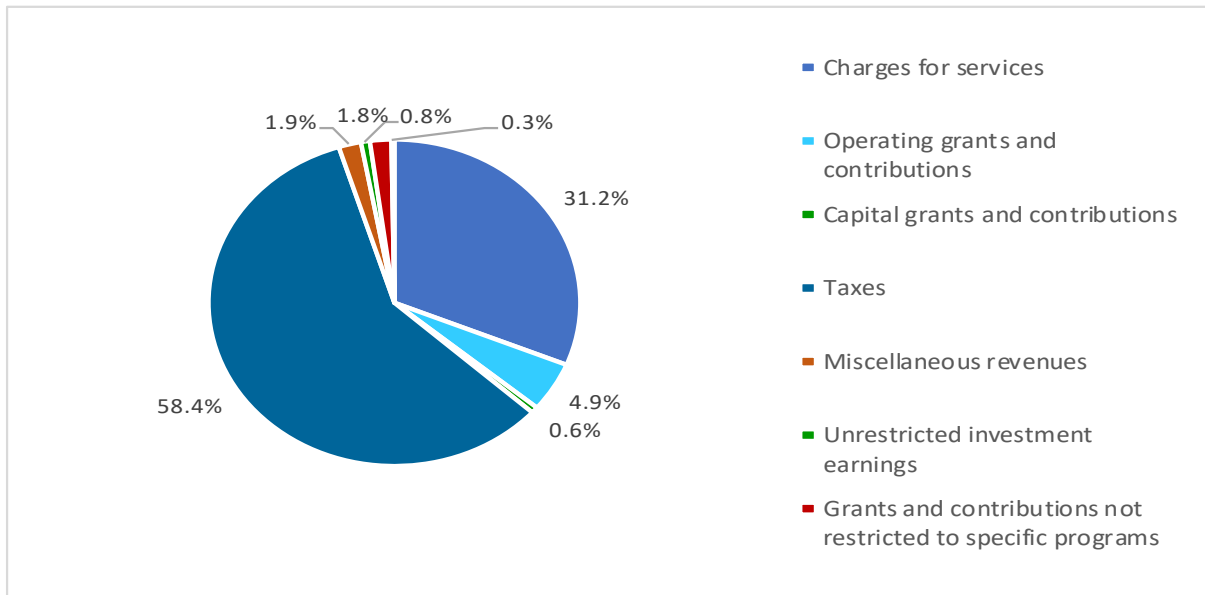


City of Deerfield Beach, Florida
Management's Discussion and Analysis (Unaudited)
For the Year Ended September 30, 2019

Government-wide Financial Analysis

The next chart shows the percent of the total for each source of revenue supporting governmental activities.

Governmental Activities Revenues by Source



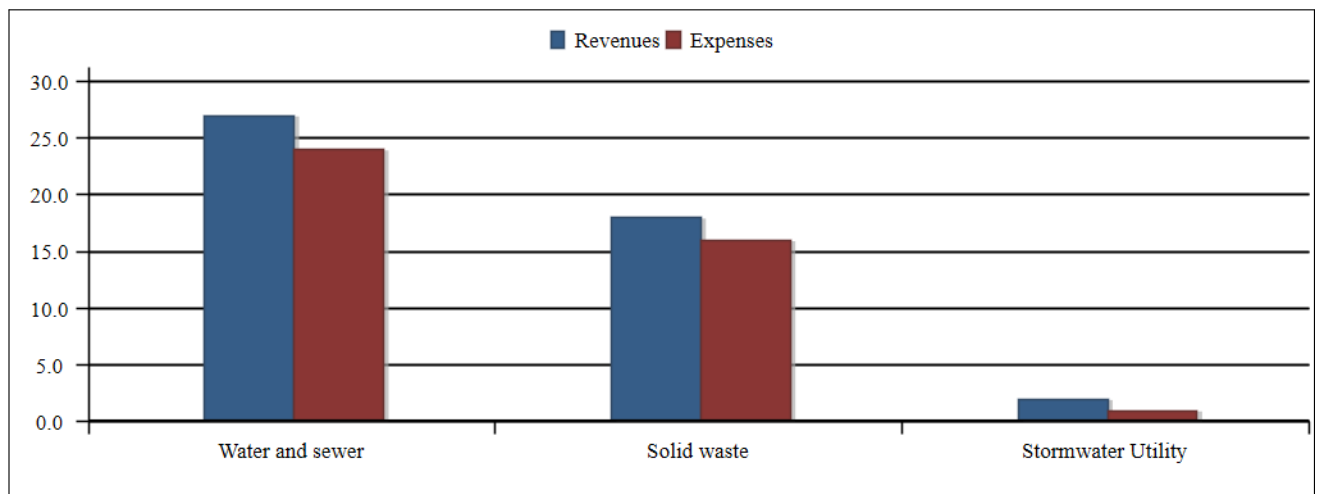
City of Deerfield Beach, Florida
Management's Discussion and Analysis (Unaudited)
For the Year Ended September 30, 2019

Government-wide Financial Analysis

Business-type activities. Business-type activities increased the City's net position by \$7.3 million. This increase in the net position of business-type activities was due primarily to recognition of the business-type total OPEB liability as a result the implementation of GASB Statement No. 75.

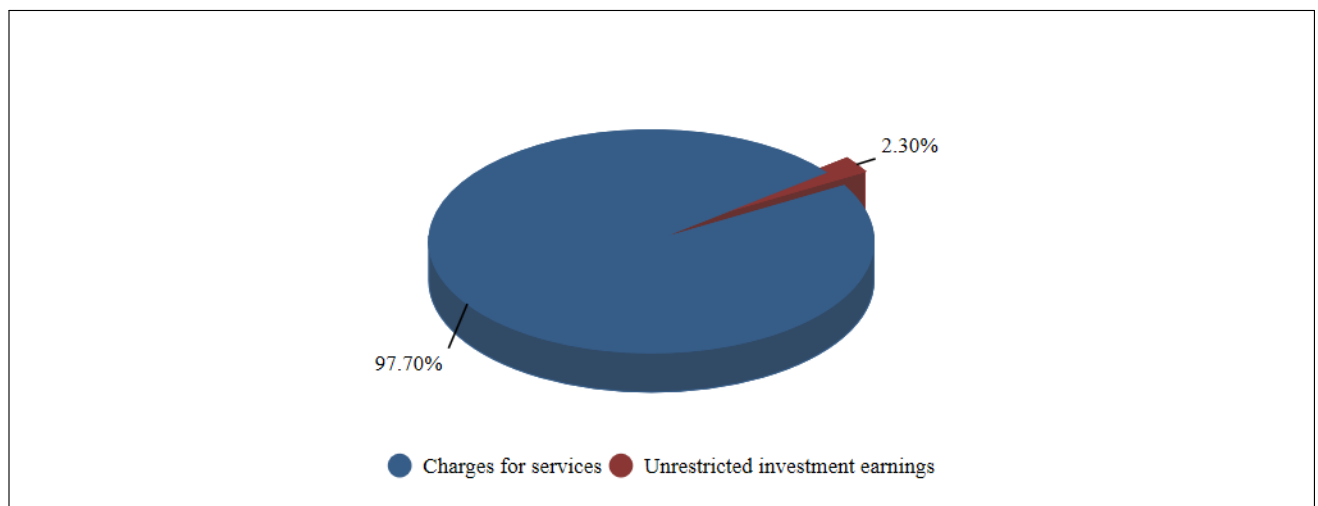
The following chart compares program revenues to expenses by individual business-type activity for the current year. These business-type activities recover more costs through program revenues than governmental activities and the water and sewer fund, generating sufficient revenues to cover current expenses.

Business-type Activities - Expenses and Program Revenues
(Dollars in Millions)



The following chart shows that 97.7% of revenues from business-type activities are generated by charges for services.

Business-type Activities Revenues by Source



City of Deerfield Beach, Florida
Management's Discussion and Analysis (Unaudited)
For the Year Ended September 30, 2019

Financial Analysis of the City's Funds

The City of Deerfield Beach uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City of Deerfield Beach's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. Unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the fiscal year, the City of Deerfield Beach's governmental funds reported combined ending fund balances of \$76.3 million, a decrease of \$1.3 million from the prior year's ending balances of \$77.6 million. Approximately 22.6%, \$17.2 million of the combined fund balances constitute *unassigned fund balance* that is available to meet the City's current and future needs. The remainder of fund balance is *non-spendable, restricted, committed and assigned* to indicate that it is not available for new spending.

The General Fund is the chief operating fund of the City. At the end of the current fiscal year, unassigned fund balance was \$17.6 million, while total fund balance was \$26.7 million. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 16.2% of total general fund expenditures and transfers, while total fund balance represents approximately 24.6% of that same amount.

The total fund balance of the City of Deerfield Beach's General Fund decreased by \$0.3 million during the fiscal year. Some key factors in this decrease relate to the increases in both accounts payable and deferred inflows of resources.

The Community Redevelopment Agency Fund accounts for revenues collected from and expenditures incurred within the community redevelopment area which borders Federal Highway to the west and State Road A1A to the east. At the end of the fiscal year, the restricted and total fund balance in this fund amounted to \$4.1 million.

Proprietary funds. The City of Deerfield Beach's proprietary funds provide the same type of information found in the government-wide business-type activities financial statements, but in more detail.

Unrestricted net position of the water and sewer fund at the end of the year amounted to \$26.2 million. The Solid Waste Fund had an unrestricted net position deficit of \$11.5 million at the end of the fiscal year. Factors concerning the finances of these two funds have already been addressed in the discussion of the City of Deerfield Beach's business-type activities.

Capital Assets and Debt Administration

Capital assets. The City of Deerfield Beach's capital assets for its governmental and business-type activities as of September 30, 2019, amounted to \$175.7 million (net of accumulated depreciation). These capital assets include land, buildings, improvements other than building (such as improvements to parks), equipment, utility plants in service and infrastructure (roads, highways, bridges, etc.). The total decrease in the City's capital assets for the current fiscal year was 1.1% ((1.0)% for governmental activities and negative 2.0% for business-type activities) due to depreciation. The following table summarizes the City's capital assets.

City of Deerfield Beach, Florida
Management's Discussion and Analysis (Unaudited)
For the Year Ended September 30, 2019

Capital Assets and Debt Administration

**Schedule of Capital Assets
(Net of Depreciation)**

	Governmental Activities		Business-type Activities		Total	
	2019	2018	2019	2018	2019	2018
Land	\$ 17,523,810	\$ 16,823,808	\$ 50,531	\$ 50,531	\$ 17,574,341	\$ 16,874,339
Buildings	23,066,561	23,918,869	470,934	610,812	23,537,495	24,529,681
Improvements other than buildings	8,521,361	7,732,528	42,462,280	42,789,280	50,983,641	50,521,808
Equipment	4,976,675	4,965,018	6,826,708	6,848,956	11,803,383	11,813,974
Utility plants in service	-	-	22,165,854	23,212,284	22,165,854	23,212,284
Infrastructure	32,195,135	34,237,379	-	-	32,195,135	34,237,379
Construction in progress	16,948,607	16,644,199	495,221	-	17,443,828	16,644,199
Total	<u>\$ 103,232,149</u>	<u>\$ 104,321,801</u>	<u>\$ 72,471,528</u>	<u>\$ 73,511,863</u>	<u>\$ 175,703,677</u>	<u>\$ 177,833,664</u>

Major capital asset events during the fiscal year included the following:

- Branhilda Richardson-Knowles Memorial Park Phase II and Sidewalk Plan – \$ 0.8 million

Additional information on the City of Deerfield Beach's capital assets can be found in Note III (C) on pages 55 - 56 of this report.

Long-term debt. At year-end, the City of Deerfield Beach had \$14.0 million in general obligation bonds outstanding. The City also had \$50.2 million in outstanding covenant bonds (for which the City must "covenant" and appropriate funds necessary to pay the annual debt service), but which are primarily backed by sources other than ad valorem taxes. The business-type activities had \$10.6 million outstanding in revenue bonds and \$7.6 million in loans payable as well as \$9.7 million in capital leases outstanding at the end of the fiscal year.

The City maintained its credit rating of "AA" for its General Obligation Refunding Bonds, Series 2012B-2. The City's credit rating for its debt secured by its covenant-to-budget and appropriate non-ad valorem revenue was recently upgraded from "AA-" to "AA" by Standard & Poor's Global Ratings. The City's credit profile for its covenant-to-budget and appropriate debt from Fitch Ratings remained the same at "AA-."

City of Deerfield Beach, Florida
Management's Discussion and Analysis (Unaudited)
For the Year Ended September 30, 2019

Capital Assets and Debt Administration

City of Deerfield Beach's Outstanding Debt
(Bonds, Loans, and Leases Payable)

	Governmental Activities		Business-Type Activities		Total	
	2019	2018	2019	2018	2019	2018
General obligation bonds (backed by the City)	\$ 13,973,948	\$ 15,073,185	\$ -	\$ -	\$ 13,973,948	\$ 15,073,185
Revenue bonds	-	-	10,595,004	11,397,243	10,595,004	11,397,243
Covenant bonds	50,150,000	51,265,000	-	-	50,150,000	51,265,000
Add/(subtract) premium/(discount)	6,325,119	6,411,084	-	-	6,325,119	6,411,084
Capital leases	601,070	951,425	9,696,445	610,114	10,297,515	1,561,539
Loan payable	-	-	7,579,659	9,246,973	7,579,659	9,246,973
Total bonds, loans and leases payable	<u>\$ 71,050,137</u>	<u>\$ 73,700,694</u>	<u>\$ 27,871,108</u>	<u>\$ 21,254,330</u>	<u>\$ 98,921,245</u>	<u>\$ 94,955,024</u>

The City's general obligation debt per capita, excluding enterprise fund debt, was \$179 at the end of fiscal year 2019. The City's outstanding net general obligation debt was 0.19% of the City's assessed property value. The City's debt policy requires that its net general obligation bonded debt not exceed two (2) percent of the assessed valuation of taxable property within the City, unless otherwise directed by the city commission. Net reduction is due to the pay down of principal debt service obligations.

Additional information on the City of Deerfield Beach's long-term debt can be found in Note III (I) on pages 58 – 62 of this report.

Economic Factors and Next Year's Budget and Rates

During the preparation of the budget for the ensuing fiscal year, the City evaluated the long-term impacts of the national and local economies in conjunction with business decisions made. The following are the major assumptions used in formulating the fiscal year 2020 budget:

- The nation's as well as state and local economies will continue to show signs of positive economic growth.
- General property taxes will increase by approximately 4.0% as a result of continued increases in the taxable values of properties within the City. This increase considers the reduction in the operating and debt millage rates.
- Utility taxes will increase by 2.2% due to increase in consumer spending on utility services.
- Licenses, permits, and fees will have a slight decrease as new construction projects are currently in progress.

City of Deerfield Beach, Florida
Management's Discussion and Analysis (Unaudited)
For the Year Ended September 30, 2019

Economic Factors and Next Year's Budget and Rates

- The City's population will remain stable.
- Salaries and related benefits will increase by 4.0%.
- The total millage rate will be reduced to 6.3560
- Water and sewer as well as solid waste rates will remain constant.

During the current fiscal year, total fund balance in the General Fund amounted to \$25.9 million. The City plans to utilize \$1,710,202 of its available General Fund balance for spending in Fiscal Year 2020.

Request for Information

This financial report is designed to provide a general overview of the City of Deerfield Beach's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Chief Financial Officer, City of Deerfield Beach, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441.

BASIC FINANCIAL STATEMENTS

City of Deerfield Beach, Florida
Statement of Net Position
September 30, 2019

	Governmental Activities	Business-Type Activities	Total
Assets			
Cash and cash equivalents	\$ 5,047,733	\$ 1,347,883	\$ 6,395,616
Investments	21,790,527	43,405,984	65,196,511
Receivables (net of allowances)	8,989,006	5,672,129	14,661,135
Due from other governments	3,110,660	131,746	3,242,406
Inventories	231,158	176,203	407,361
Prepaid items	-	44,193	44,193
Restricted assets			
Temporarily restricted:			
Cash and cash equivalents	9,057,694	2,461,117	11,518,811
Investments	43,531,361	-	43,531,361
Due from other governments	1,170,797	-	1,170,797
Permanently restricted:			
Investments	2,288,219	-	2,288,219
Capital assets			
Non-depreciable	34,472,417	545,752	35,018,169
Capital assets, being depreciated	68,759,731	71,925,777	140,685,508
Total assets	198,449,303	125,710,784	324,160,087
Deferred outflows of resources			
Pensions	15,217,472	1,338,700	16,556,172
OPEB	1,595,260	992,348	2,587,608
Total deferred outflows of resources	16,812,732	2,331,048	19,143,780
Liabilities			
Accounts payable	9,040,179	3,475,618	12,515,797
Accrued payroll	683,384	433,227	1,116,611
Accrued interest payable	1,523,736	207,699	1,731,435
Due to other governments	55,745	-	55,745
Unearned revenue	1,418,179	-	1,418,179
Other liabilities	400,000	-	400,000
Payable from restricted assets			
Accounts payable	227,190	-	227,190
Accrued payroll	37,283	-	37,283
Customer deposit	-	577,073	577,073
Non-current liabilities:			
Due within one year:			
Compensated absences	1,308,808	766,892	2,075,700
Insurance claims payable	805,946	-	805,946
Bonds, loans and leases payable	2,678,187	2,854,561	5,532,748
Due in more than one year:			
Compensated absences	17,387	493,148	510,535
Total OPEB liability	18,792,590	11,690,119	30,482,709
Insurance claims payable	7,023,225	-	7,023,225
Bonds, loans and leases payable	68,371,950	25,016,547	93,388,497
Net pension liability	57,226,522	2,750,152	59,976,674
Total liabilities	169,610,311	48,265,036	217,875,347
Deferred inflows of resources			
Pensions	4,788,039	612,957	5,400,996
OPEB	14,554,828	9,053,977	23,608,805
Deferred amount on bond refunding	403,595	-	403,595
Total deferred inflows of resources	19,746,462	9,666,934	29,413,396
Net position			
Net investment in capital assets	65,413,462	53,984,687	119,398,149
Restricted net position:			
Debt service	4,537,565	1,174,491	5,712,056
Perpetual care:			
Nonexpendable	1,272,194	-	1,272,194
Expendable	25,076	-	25,076
Economic environment	4,419,556	-	4,419,556
Public safety	2,880,813	-	2,880,813
Human services	3,912,887	-	3,912,887
Physical environment	677,270	-	677,270
Transportation	2,528,227	-	2,528,227
Parks and recreation	885,419	-	885,419
Unrestricted	(60,647,207)	14,950,684	(45,696,523)
Total net position	\$ 25,905,262	\$ 70,109,862	\$ 96,015,124

The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Statement of Activities
For the Year Ended September 30, 2019

Functions/Programs	Program Revenues				Net (Expenses) Revenues and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Governmental activities:							
General government	\$ 10,139,309	\$ 10,484,542	\$ -	\$ -	\$ 345,233	\$ -	\$ 345,233
Economic environment	1,831,573	-	941,026	-	(890,547)	-	(890,547)
Public safety	67,759,892	23,921,809	2,103,168	-	(41,734,915)	-	(41,734,915)
Human services	352,258	84,130	1,379,484	-	1,111,356	-	1,111,356
Physical environment	3,903,291	634,542	46,833	-	(3,221,916)	-	(3,221,916)
Transportation	5,293,134	2,441,655	591,409	-	(2,260,070)	-	(2,260,070)
Culture and recreation	4,525,216	1,643,719	489,483	50,000	(2,342,014)	-	(2,342,014)
Interest on long term debt	3,614,126	-	-	-	(3,614,126)	-	(3,614,126)
Total general government	97,418,799	39,210,397	5,551,403	50,000	(52,606,999)	-	(52,606,999)
Business-type activities:							
Water and sewer	24,088,048	27,394,983	-	-	-	3,306,935	3,306,935
Solid waste	15,522,046	17,770,995	-	-	-	2,248,949	2,248,949
Stormwater Utility	1,222,265	2,117,203	-	-	-	894,938	894,938
Total business-type activities	40,832,359	47,283,181	-	-	-	6,450,822	6,450,822
Total	\$ 138,251,158	\$ 86,493,578	\$ 5,551,403	\$ 50,000	\$ (52,606,999)	\$ 6,450,822	\$ (46,156,177)
General Revenues:							
General property taxes					41,337,606	\$ -	41,337,606
Incremental property taxes					3,878,116	-	3,878,116
Utility taxes					8,709,365	-	8,709,365
Sales taxes					5,321,474	-	5,321,474
Franchise taxes					7,840,494	-	7,840,494
Motor fuel taxes					1,427,609	-	1,427,609
Alcoholic beverage/mobile home license taxes					85,214	-	85,214
Grants and contributions not restricted to specific programs					1,983,976	-	1,983,976
Unrestricted investment earnings					2,403,213	1,112,080	3,515,293
Miscellaneous revenues					1,454,296	-	1,454,296
Transfers					270,961	(270,961)	-
Total general revenues and transfers					74,712,324	841,119	75,553,443
Change in net position					22,105,325	7,291,941	29,397,266
Net position - beginning					3,799,937	62,817,921	66,617,858
Net position - ending					\$ 25,905,262	\$ 70,109,862	\$ 96,015,124

The notes to the financial statements are an integral part of this statement

City of Deerfield Beach, Florida
Governmental Funds
Balance Sheet
September 30, 2019

	General Fund	Community Redevelopment Agency	General Construction Fund
Assets			
Cash and cash equivalents	\$ 4,790,908	\$ 1,520,645	\$ 1,714,605
Investments	21,790,527	2,624,136	36,551,541
Restricted Investments	-	-	-
Receivables, net of allowances:			
Accounts	8,746,084	-	-
Assessments	842	-	-
Interest	68,146	5,926	121,133
Due from other funds	5,244,983	-	-
Due from other governments	3,078,073	-	622,626
Inventories	231,158	-	-
Total assets	<u>\$ 43,950,721</u>	<u>\$ 4,150,707</u>	<u>\$ 39,009,905</u>
Liabilities			
Accounts payable	\$ 8,500,886	\$ 82,265	\$ 550,630
Accrued payroll	683,384	11,399	-
Due to other funds	-	-	4,062,960
Unearned revenue	461,506	-	-
Due to other governments	117,620	-	-
Customer deposits payable	70,358	-	-
Total liabilities	<u>9,833,754</u>	<u>93,664</u>	<u>4,613,590</u>
Deferred Inflows of Resources			
Unavailable revenue	<u>7,419,522</u>	<u>-</u>	<u>622,626</u>
Fund Balances			
Nonspendable	231,158	-	-
Restricted	-	4,057,043	33,773,689
Assigned	8,848,378	-	-
Unassigned	17,617,909	-	-
Total fund balances	<u>26,697,445</u>	<u>4,057,043</u>	<u>33,773,689</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 43,950,721</u>	<u>\$ 4,150,707</u>	<u>\$ 39,009,905</u>

The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Governmental Funds
Balance Sheet (Continued)

September 30, 2019

Nonmajor Governmental Funds	Total Governmental Funds
\$ 6,079,269	\$ 14,105,427
5,645,006	66,611,210
998,897	998,897
25,552	8,771,636
-	842
21,323	216,528
-	5,244,983
580,758	4,281,457
-	231,158
<u>\$ 13,350,805</u>	<u>\$ 100,462,138</u>
\$ 133,588	\$ 9,267,369
25,884	720,667
1,182,022	5,244,982
53,009	514,515
-	117,620
-	70,358
<u>1,394,503</u>	<u>15,935,511</u>
<u>229,139</u>	<u>8,271,287</u>
1,297,270	1,528,428
10,811,094	48,641,826
-	8,848,378
<u>(381,201)</u>	<u>17,236,708</u>
<u>11,727,163</u>	<u>76,255,340</u>
<u>\$ 13,350,805</u>	<u>\$ 100,462,138</u>

The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Position
September 30, 2019

Fund balances, total governmental funds:		\$ 76,255,340
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		
Governmental capital assets	192,986,922	
Accumulated depreciation	<u>(89,754,774)</u>	
Net capital assets		103,232,148
Long-term liabilities, including bonds and loans payable, are not due and payable in the current period and are not reported in the funds.		
Interest payable	(1,523,736)	
Bonds and loans payable	(64,123,948)	
Capital lease payable	(601,070)	
Insurance claims payable	(7,829,171)	
Compensated absences payable	(1,326,195)	
Total OPEB liability	(18,792,590)	
Net pension liability	(57,226,522)	
Other Long-term debt	<u>(400,000)</u>	
Total		(151,823,232)
Deferred outflows and inflows of resources related to pensions and OPEB are recorded in the statement of net position.		
Deferred outflows related to pensions	15,217,472	
Deferred inflows related to pensions	<u>(4,788,039)</u>	
Total		10,429,433
Deferred outflows from OPEB	1,595,260	
Deferred inflows from OPEB	<u>(14,554,828)</u>	
Total		(12,959,568)
Revenues are unavailable in the governmental funds because they are not available to pay current period expenditures. They are, however, recognized in the governmental activities.		7,499,855
Bond premiums and discounts, gains, and losses related to the issuance of long-term debt are charged to "Other Financing Sources and Uses" when debt is issued in the governmental funds. These items, however, are capitalized and amortized over the life of the bonds in the government-wide financial statements.		
Bond premiums on refunding	(6,325,119)	
Amortized premium/deferred gain on refunding	<u>(403,595)</u>	
Unamortized premium/deferred gain on refunding		<u>(6,728,714)</u>
Net position of governmental activities		<u>\$ 25,905,262</u>

The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Governmental Funds
Statement of Revenues, Expenditures, and Changes in Fund Balances
For the Year Ended September 30, 2019

	General Fund	Community Redevelopment Agency	General Construction Fund
Revenues			
Property taxes	\$ 41,337,606	\$ 3,878,116	\$ -
Sales and use taxes	6,725,332	-	-
Fire assessment fees	11,288,253	-	-
Franchise fees	7,840,494	-	-
Utility taxes	8,709,365	-	-
Local option gas tax	-	-	-
Alcoholic beverage/mobile home license taxes	85,214	-	-
Local business taxes/permits	7,535,466	-	-
Intergovernmental	1,480,393	-	-
Charges for services	9,492,847	-	-
Fines and forfeitures	1,013,559	-	-
Impact fees	-	-	-
Investment earnings	1,003,233	70,187	1,112,010
Miscellaneous:			
Cemetery plot sales	-	-	-
Donations/contributions	585,543	-	-
Administrative fees	8,877,147	-	-
Other	327,076	193	-
Miscellaneous	-	-	-
Total revenues	<u>106,301,528</u>	<u>3,948,496</u>	<u>1,112,010</u>
Expenditures			
Current:			
General government	16,796,303	-	-
Economic environment	835,448	836,839	-
Public Safety	68,574,642	50,141	-
Human services	2,806,686	-	-
Physical environment	7,070,529	-	-
Transportation	633,082	-	-
Culture and recreation	5,436,665	174,121	-
Capital outlay	1,729,423	469,053	2,325,786
Debt service:			
Principal retirement	350,355	-	-
Interest and fiscal charges	14,579	-	-
Total expenditures	<u>104,247,712</u>	<u>1,530,154</u>	<u>2,325,786</u>
Excess (deficiency) of revenues over expenditures	<u>2,053,816</u>	<u>2,418,342</u>	<u>(1,213,776)</u>
Other Financing Sources (Uses)			
Transfers in	2,049,976	-	-
Transfers out	(4,367,964)	(1,104,732)	-
Total other financing sources (uses)	<u>(2,317,988)</u>	<u>(1,104,732)</u>	<u>-</u>
Net change in fund balances	(264,172)	1,313,610	(1,213,776)
Fund balances - beginning	26,961,617	2,743,433	34,987,465
Fund balances, end of year	<u>\$ 26,697,445</u>	<u>\$ 4,057,043</u>	<u>\$ 33,773,689</u>

The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Governmental Funds
Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)
For the Year Ended September 30, 2019

Nonmajor Governmental Funds	Total
\$ -	\$ 45,215,722
-	6,725,332
-	11,288,253
-	7,840,494
-	8,709,365
1,427,609	1,427,609
-	85,214
-	7,535,466
2,013,780	3,494,173
558,048	10,050,895
311,672	1,325,231
457,808	457,808
217,783	2,403,213
98,636	98,636
145,416	730,959
495,551	9,372,698
5,249	332,518
65,660	65,660
<u>5,797,212</u>	<u>117,159,246</u>
-	16,796,303
1,159,757	2,832,044
138,956	68,763,739
26,042	2,832,728
290,792	7,361,321
1,765,671	2,398,753
114,391	5,725,177
910,273	5,434,535
2,214,239	2,564,594
<u>4,012,229</u>	<u>4,026,808</u>
<u>10,632,350</u>	<u>118,736,002</u>
<u>(4,835,138)</u>	<u>(1,576,756)</u>
4,375,261	6,425,237
<u>(681,579)</u>	<u>(6,154,275)</u>
<u>3,693,682</u>	<u>270,962</u>
(1,141,456)	(1,305,794)
<u>12,868,619</u>	<u>77,561,134</u>
<u>\$ 11,727,163</u>	<u>\$ 76,255,340</u>

The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of
Governmental Funds to the Statement of Activities
For the Year Ended September 30, 2019

Net Change in Fund Balances - Total Governmental Funds \$ (1,305,794)

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported in depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.

Capital outlay	3,394,716	
Governmental Depreciation	<u>(4,950,575)</u>	(1,555,859)

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	2,146,894
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Some expenses reported in the statement of activities do not require the use of current financial resources, and therefore are not reported in the funds.

Insurance claims and benefits expense	(2,221,377)	
Other postemployment benefit expense	21,417,596	
Pension Expense	<u>312,823</u>	19,509,042

In the statement of activities, certain operating expenses - compensated absences (sick and vacation pay) are measured by the amounts earned during the year. In the governmental funds, however, expenditures for these items are measured by the amounts actually used (paid).

Compensated absences expense	333,767
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The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds.

Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.

Long-term debt principal repayments	2,564,593	
Bond premium	<u>126,636</u>	2,691,229

Interest on long-term debt in the statement of activities differs from the amount reported in the governmental funds because interest is recognized as an expenditure in the funds when it is due, and thus requires the use of current financial resources. In the statement of activities, however, interest expense is recognized as the interest accrues, regardless of when it is due. The interest expense reported in the statement of activities is the result of accrued interest on bonds, leases and loans payable.

	<u>286,046</u>
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Change in net position of governmental activities	<u>\$ 22,105,325</u>
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The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Proprietary Funds
Statement of Net Position
September 30, 2019

	Water and Sewer Fund	Solid Waste Fund	Stormwater Utility Fund	Total Proprietary Funds
Assets				
Current assets:				
Cash and cash equivalents	\$ 208,569	\$ 395	\$ 1,138,919	\$ 1,347,883
Investments	34,084,159	9,321,825	-	43,405,984
Restricted cash and cash equivalents:				
Customer deposits	571,875	5,198	-	577,073
Revolving loan covenant accounts	1,174,491	-	-	1,174,491
Receivables, net of allowances:				
Accounts	3,234,542	1,920,701	169,030	5,324,273
Delinquent assessments	79,848	-	-	79,848
Interest	268,008	-	-	268,008
Due from other funds	2,729,346	-	-	2,729,346
Due from other governments	-	131,746	-	131,746
Inventories	176,203	-	-	176,203
Prepaid items	44,193	-	-	44,193
Total current assets	<u>42,571,234</u>	<u>11,379,865</u>	<u>1,307,949</u>	<u>55,259,048</u>
Noncurrent assets:				
Restricted cash and cash equivalents:				
Bond construction accounts	709,553	-	-	709,553
Capital assets:				
Land	50,531	-	-	50,531
Construction in Progress	-	495,221	-	495,221
Buildings	2,100,362	-	-	2,100,362
Utility plants in service	46,082,247	-	-	46,082,247
Improvements other than buildings	89,247,459	113,696	572,887	89,934,042
Equipment	8,955,109	15,734,026	-	24,689,135
Less: accumulated depreciation	<u>(79,652,105)</u>	<u>(11,227,337)</u>	<u>(567)</u>	<u>(90,880,009)</u>
Total capital assets (net of accumulated depreciation)	<u>66,783,603</u>	<u>5,115,606</u>	<u>572,320</u>	<u>72,471,529</u>
Total noncurrent assets	<u>67,493,156</u>	<u>5,115,606</u>	<u>572,320</u>	<u>73,181,082</u>
Total assets	<u>110,064,390</u>	<u>16,495,471</u>	<u>1,880,269</u>	<u>128,440,130</u>
Deferred outflows of resources				
OPEB	520,627	449,985	21,736	992,348
Pensions	951,319	387,381	-	1,338,700
Total deferred outflows of resources	<u>1,471,946</u>	<u>837,366</u>	<u>21,736</u>	<u>2,331,048</u>

The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Proprietary Funds
Statement of Net Position (Continued)
September 30, 2019

	Water and Sewer Fund	Solid Waste Fund	Stormwater Utility Fund	Total Proprietary Funds
Liabilities				
Current liabilities:				
Accounts payable	\$ 1,866,741	\$ 1,498,994	\$ 109,883	\$ 3,475,618
Accrued payroll	225,791	198,687	8,749	433,227
Due to other funds	-	2,350,680	378,666	2,729,346
Customer deposits payable	571,875	5,198	-	577,073
Compensated absences	404,845	344,093	17,954	766,892
Accrued interest payable	207,699	-	-	207,699
Capital lease payable, current	-	240,659	-	240,659
Bonds payable, current	916,878	-	-	916,878
Loans payable, current	1,697,024	-	-	1,697,024
Total current liabilities	<u>5,890,853</u>	<u>4,638,311</u>	<u>515,252</u>	<u>11,044,416</u>
Noncurrent liabilities:				
Compensated absences	179,631	268,034	45,483	493,148
Total OPEB liability	6,133,121	5,300,943	256,055	11,690,119
Net pension liability	1,960,825	789,327	-	2,750,152
Capital leases payable	-	9,455,786	-	9,455,786
Bonds payable	9,678,126	-	-	9,678,126
Loans payable	5,882,635	-	-	5,882,635
Total noncurrent liabilities	<u>23,834,338</u>	<u>15,814,090</u>	<u>301,538</u>	<u>39,949,966</u>
Total liabilities	<u>29,725,191</u>	<u>20,452,401</u>	<u>816,790</u>	<u>50,994,382</u>
Deferred Inflows of Resources				
OPEB	4,750,092	4,105,571	198,314	9,053,977
Pensions	434,556	178,401	-	612,957
Total deferred inflows of resources	<u>5,184,648</u>	<u>4,283,972</u>	<u>198,314</u>	<u>9,666,934</u>
Net Position				
Net investment in capital assets	49,297,483	4,114,884	572,320	53,984,687
Restricted for Debt service	1,174,491	-	-	1,174,491
Unrestricted	26,154,523	(11,518,420)	314,581	14,950,684
Total net position	<u>\$ 76,626,497</u>	<u>\$ (7,403,536)</u>	<u>\$ 886,901</u>	<u>\$ 70,109,862</u>

The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the Year Ended September 30, 2019

	Water and Sewer Fund	Solid Waste Fund	Stormwater Utility Fund	Total Proprietary Funds
Operating Revenues:				
Charges for sales and services:				
Water sales pledged as security for revolving loans	\$ 16,765,460	\$ -	\$ -	\$ 16,765,460
Sewer charges pledged as security for revolving loans	9,249,017	-	-	9,249,017
Solid waste charges	-	17,617,813	-	17,617,813
Stormwater fees	-	-	2,117,203	2,117,203
Engineering fees	669,192	-	-	669,192
Miscellaneous	463,274	29,317	-	492,591
Total operating revenues	<u>27,146,943</u>	<u>17,647,130</u>	<u>2,117,203</u>	<u>46,911,276</u>
Operating expenses:				
Personal services	1,687,030	2,925,200	786,798	5,399,028
Contractual services	1,147,972	1,164,225	59,414	2,371,611
Electricity	807,089	-	-	807,089
Insurance	2,977,653	1,283,983	-	4,261,636
Fixed charges	44,727	23,209	33,543	101,479
County wastewater charge	5,276,112	-	-	5,276,112
County raw water charge	85,304	-	-	85,304
Disposal fees	-	4,123,315	-	4,123,315
General administrative charge	5,565,278	3,333,391	302,489	9,201,158
Commodities	2,060,929	1,696,256	33,556	3,790,741
Depreciation	3,951,552	947,618	567	4,899,737
Total operating expenses	<u>23,603,646</u>	<u>15,497,197</u>	<u>1,216,367</u>	<u>40,317,210</u>
Operating income (loss)	<u>3,543,297</u>	<u>2,149,933</u>	<u>900,836</u>	<u>6,594,066</u>
Non-operating Income/(Expenses):				
Investment earnings	1,066,314	37,008	-	1,103,322
Interest charges	(470,734)	(9,349)	(5,898)	(485,981)
Loan issuance costs	-	(15,500)	-	(15,500)
Amortization	(4,910)	-	-	(4,910)
Proceeds from sale of assets	-	123,865	-	123,865
Total non-operating income/(expenses)	<u>590,670</u>	<u>136,024</u>	<u>(5,898)</u>	<u>720,796</u>
Income(loss) before capital contributions and transfers	4,133,967	2,285,957	894,938	7,314,862
Capital contributions - tap fees	248,040	-	-	248,040
Transfers in	-	12,500	-	12,500
Transfers out	-	(283,461)	-	(283,461)
Change in net position	<u>4,382,007</u>	<u>2,014,996</u>	<u>894,938</u>	<u>7,291,941</u>
Total net position - beginning	<u>72,244,490</u>	<u>(9,418,532)</u>	<u>(8,037)</u>	<u>62,817,921</u>
Total net position - ending	<u>\$ 76,626,497</u>	<u>\$ (7,403,536)</u>	<u>\$ 886,901</u>	<u>\$ 70,109,862</u>

The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Statement of Cash Flows
Proprietary Funds
For the Year Ended September 30, 2019

	Water and Sewer Fund	Solid Waste Fund	Stormwater Utility Fund	Total Proprietary Funds
Cash flows from operating activities				
Receipts from customers and users	\$ 25,884,036	\$ 17,375,239	\$ 1,948,172	\$ 45,207,447
Payments from (to) other funds	-	(33,299)	(121,334)	(154,633)
Receipts from other governments	7,666	139,888	-	147,554
Payments to suppliers	(17,385,217)	(10,722,260)	(326,861)	(28,434,338)
Receipts from other funds	154,633	-	-	154,633
Payments to employees	(4,953,991)	(5,065,651)	(281,978)	(10,301,620)
Net cash provided (used) by operating activities	3,707,127	1,693,917	1,217,999	6,619,043
Cash flows from noncapital financing activities				
Transfers from other funds	1,250,000	62,500	-	1,312,500
Transfers to other funds	(1,250,000)	(333,461)	-	(1,583,461)
Net cash provided (used) by noncapital financing activities	-	(270,961)	-	(270,961)
Cash flows from capital and related financing activities				
Purchase of capital assets	(1,801,980)	(1,487,363)	(570,054)	(3,859,397)
Proceeds from Capital lease	-	9,299,000	-	9,299,000
Repayment of Capital Lease	-	(212,667)	-	(212,667)
Repayment on Loans	(3,386,431)	-	-	(3,386,431)
Interest payable loan	(491,530)	(9,350)	(8,757)	(509,637)
Bond issuance cost	(4,910)	(15,500)	-	(20,410)
Capital grants and contributions	248,040	-	-	248,040
Proceeds/(loss) from retirement of assets	-	123,865	-	123,865
Net cash provided (used) by capital and related activities	(5,436,811)	7,697,985	(578,811)	1,682,364
Cash flows from investing activities				
Investment income	1,058,215	37,008	-	1,095,223
Purchase of investments	12,022	(9,321,825)	-	(9,309,803)
Net cash provided (used) by investing activities	1,070,237	(9,284,817)	-	(8,214,580)
Net increase (decrease) in cash and cash equivalents	(659,447)	(163,876)	639,188	(184,135)
Cash and cash equivalents, beginning of year	3,323,935	169,469	499,731	3,993,135
Cash and cash equivalents, end of year	\$ 2,664,488	\$ 5,593	\$ 1,138,919	\$ 3,809,000

The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Statement of Cash Flows (Continued)
Proprietary Funds
For the Year Ended September 30, 2019

	Water and Sewer Fund	Solid Waste Fund	Stormwater Utility Fund	Total Proprietary Funds
Cash and cash equivalents	\$ 208,569	\$ 395	1,138,919	\$ 1,347,883
Cash and cash equivalents - restricted (current)	1,746,366	5,198	-	1,751,564
Cash and cash equivalents - restricted (noncurrent)	709,553	-	-	709,553
Cash and cash equivalents, end of year	<u>\$ 2,664,488</u>	<u>\$ 5,593</u>	<u>\$ 1,138,919</u>	<u>\$ 3,809,000</u>
			-	
Reconciliation data of changes in net position to operating activities				
Operating Income(loss)	\$ 3,543,297	\$ 2,149,933	\$ 900,836	\$ 6,594,066
Adjustments to reconcile operating Income(loss) to net cash provided by operating activities				
Depreciation expense	3,951,551	947,618	567	4,899,736
Changes in assets, liabilities and deferred inflows/outflows:				
(Increase) decrease in accounts receivable, net of allowance	(1,253,883)	(271,891)	(169,030)	(1,694,804)
(Increase) decrease in inventories	25,928	-	-	25,928
(Increase) decrease in prepaids items	(7,693)	-	-	(7,693)
(Increase) decrease in due from other funds	154,633	-	-	154,633
(Increase) decrease in due from other governments	-	139,888	-	139,888
Increase(decrease) in accounts payable	561,613	902,119	102,141	1,565,873
Increase(decrease) in deposits payable	(1,360)	-	-	(1,360)
Increase(decrease) in salaries and benefits payable	12,517	37,071	8,749	58,337
Increase(decrease) in compensated absences payable	749,683	(60,377)	63,437	752,743
(Increase) decrease in due to other funds	-	(33,299)	(121,334)	(154,633)
Increase(decrease) in net pension liability	(501,435)	(200,574)	-	(702,009)
Increase(decrease) in deferred inflows pension	(205,548)	(82,219)	-	(287,767)
Increase(decrease) in deferred outflows pension	389,583	155,833	-	545,416
Increase(decrease) in total OPEB liability	(7,676,492)	(5,439,867)	432,633	(12,683,726)
Increase(decrease) in deferred inflows OPEB	4,030,645	3,546,000	-	7,576,645
(Increase) decrease in deferred outflows OPEB	(65,912)	(96,318)	-	(162,230)
Net cash provided (used) by operating activities	<u>\$ 3,707,127</u>	<u>\$ 1,693,917</u>	<u>\$ 1,217,999</u>	<u>\$ 6,619,043</u>

The notes to the financial statements are an integral part of this statement.

Statement of Fiduciary Net Position
Pension Trust Funds
September 30, 2019

	Pension Trust Funds
Assets	
Investments:	
Money market funds	\$ 8,500,650
Mutual funds	19,769,850
U. S. government and agency securities	18,756,701
Corporate equities	118,643,140
Corporate bonds and notes	16,248,689
Real estate funds	26,743,581
Self directed DROP accounts	3,535,003
Hedge fund	3,705,592
Total investments	<u>215,903,206</u>
Receivables:	
Interest and dividends	280,261
Contributions receivable (state)	745,040
Pending trades	8,247
Employer Contributions	1,124
Total receivables	<u>1,034,672</u>
Total assets	<u>216,937,878</u>
Liabilities	
Accounts payable	106,475
Share plan distributions payable	539,589
Accounts payable - purchase of investments	56,253
Total liabilities	<u>702,317</u>
Deferred inflows	<u>50,804</u>
Net Position Restricted for pension benefits	
Net position restricted for defined benefits	197,079,768
Net position restricted for drop benefits	12,500,832
Net position restricted for share benefits	6,604,157
Total net position restricted for pension benefits	<u>\$ 216,184,757</u>

The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Statement of Changes in Fiduciary Net Position
Pension Trust Funds
For the Year Ended September 30, 2019

	Pension Trust Funds
Additions	
Contributions	
Employer	\$ 9,695,229
Plan members	873,918
State (from the General Fund)	<u>1,394,249</u>
Total contributions	<u>11,963,396</u>
Investment earnings	
Interest and investment revenue	7,133,096
Net increase(decrease)in the fair value of investments	<u>(259,372)</u>
Total investment earnings	6,873,724
Less: investment expense	<u>(590,855)</u>
Net investment earnings	<u>6,282,869</u>
Miscellaneous	<u>6,756</u>
Total additions	<u>18,253,021</u>
Deductions	
Benefits paid	19,243,287
Administrative expenses	<u>810,382</u>
Total deductions	<u>20,053,669</u>
Change in net position	(1,800,648)
Net Position Restricted for Pension Benefits	
Beginning of year	<u>217,985,405</u>
End of year	<u><u>\$ 216,184,757</u></u>

The notes to the financial statements are an integral part of this statement.

City of Deerfield Beach, Florida
Index to Notes to the Financial Statements
September 30, 2019

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City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE I. Summary of Significant Accounting Policies

This summary of the City of Deerfield Beach, Florida's (the "City") significant accounting policies is presented to assist the reader in interpreting the financial statements and other information in this report. The policies are considered essential and should be read in conjunction with the accompanying financial statements.

The basic financial statements include both government-wide and fund financial statements. The government-wide focus is on the sustainability of the City as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. The focus of the fund financial statements is on the major individual funds of the governmental and business-type categories.

The City's fiduciary funds are presented in the basic financial statements by type (i.e., pension). Since, by definition, these assets are being held for the benefit of a third party and cannot be used to address activities or obligations of the government, these funds are not incorporated into the government-wide statements.

A. Financial Reporting Entity

The City of Deerfield Beach is a political subdivision of the State of Florida, located in Broward County along the lower southeast coast of the state. Originally incorporated in June 1925, the Town of Deerfield was formed under the provisions of Chapter 10462, Special Acts of the 1925 Legislature. In June 1951, Chapter 27503, laws of the State of Florida, created a new charter abolishing the Town and changing its name to City of Deerfield Beach. Today, the City is approximately 16.3 square miles in area. In addition to the public safety, general government, recreation, and public works services provided to its 78,573, residents, the City operates water, sewer, stormwater, and solid waste enterprises. The City does not provide educational or hospital facilities. Those services are provided by the School Board of Broward County and the Broward Health North District, respectively.

The financial reporting entity covered by this report includes the City and its component unit. The reporting entity has been defined by GASB Statement No. 14 (as amended by GASB Statements No. 39, 61 and 80) as the primary government and those component units for which the primary government is financially accountable. Financial accountability exists when a primary government appoints a voting majority of an organization's governing board and may either impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or impose specific burdens on, the primary government. Blended component units, although legally separate entities, are, in substance, part of the City's operations, and so information for these entities is combined with information of the primary government.

The Deerfield Beach Community Redevelopment Agency (the "CRA"), a separate legal entity, which is largely responsible for redevelopment of the area that encompasses most of the beach district and the area along Hillsboro Boulevard from Federal Highway to the intracoastal waterway, was established in November 1999. The CRA is governed by a board which is comprised of the City's elected officials, and management of the City has operational responsibility of the CRA. The CRA is also fiscally dependent upon the City. Accordingly, the CRA is a blended component unit and is presented as a special revenue fund. The CRA has a September 30 year-end. Separate financial statements for the CRA are not available.

The Deerfield Beach Housing Authority (the "Housing Authority") is a related organization because the mayor, with the concurrence of the City Commission, has the responsibility of appointing the members of the Housing Authority Board. Its operations are conducted within City boundaries. However, it is not included as a part of the financial reporting entity because it is fiscally independent and it has no financial accountability to the City. The Housing Authority's autonomy prohibits it from providing any financial benefit or imposing a financial burden upon the City. The Housing Authority is not exclusively for the benefit of City residents and the City Commission cannot impose its will over operations, cannot hire, reassign or dismiss management, and cannot remove Housing Authority board members without cause. The Housing Authority is responsible for ensuring that a complete and full financial accounting and an audit is made biennially by a certified public accountant.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE I. Summary of Significant Accounting Policies

A. Financial Reporting Entity

The Northeast Focal Point Children, Alzheimer's, Senior, Adult Services, Inc. (hereinafter referred to as "CASA"), is a nonprofit entity organized under the laws of the State of Florida in September 1986. This organization raises funds and makes yearly pledges to the City to subsidize the costs of operating the City's children's, Alzheimer's, senior and adult day care facilities. GASB requires that a legally separate, tax-exempt organization should be reported as a component unit of the City, if the primary government is the sole corporate member of the nonprofit or if all of the following are met: (1) the economic resources received or held by the separate organization are entirely or almost entirely for the direct benefit of the City; (2) the City is entitled to, or has the ability to otherwise access, a majority of the economic resources received or held by the separate organization and (3) the economic resources received or held by the separate organization are significant to the City. The City believes that conditions (1) and (2) apply to CASA. However, the City does not believe that the economic resources held/received by that entity is "significant" to the City's operations and the City is not the sole corporate member of CASA. As such, it is not included as a part of the financial reporting entity.

B. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the City and its component unit. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operation or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met. Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available if they are collected within three months of the end of the current fiscal period, with the exception of property tax revenue, which is deferred unless taxes are received within sixty days subsequent to year-end. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, pensions, other post-employment benefits and claims and judgments, are recorded only when payment is due.

Property taxes (when levied), franchise taxes, intergovernmental revenue (when the eligibility requirements are met), licenses, special assessments, charges for services for ambulance fees, as well

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE I. Summary of Significant Accounting Policies

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

as interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period, if available. All other revenue items are considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental funds:

The **General Fund** is the City's primary operating fund. It accounts for all financial resources of the City, except those required to be accounted for in another fund.

The **Community Redevelopment Agency ("CRA") Fund** accounts for the proceeds of tax increment revenues and the related expenditures for redevelopment of the area that hovers along Hillsboro Boulevard and that encompasses most of the beach district from Federal Highway to the Intracoastal Waterway. This fund has been deemed a major fund, since management believes it is particularly important to financial statement users for public interest.

The **General Construction Fund** accounts for all the City's capital projects.

The City reports the following major proprietary funds:

The **Water and Sewer Fund** accounts for the provision of water and sewer services to the City's residents.

The **Storm Water Utility Fund** accounts for the operations and maintenance of the City's stormwater system, such as storm drains, pipes, catch basins, and other stormwater-related infrastructure.

The **Solid Waste Fund** accounts for the provision of solid waste services to the City's residents.

Additionally, the City's **pension trust funds**, namely, Fire, Police and Non-uniformed pension funds, account for the activities of the retirement systems for these relevant classes of employees and accumulate resources for pension benefit payments to qualified retirees.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments in lieu of taxes and other charges between the City's water and sewer function and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include 1) charges to customers or applicants for goods and services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing goods and services in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Water and Sewer Fund are charges to customers for the provision of water and sewer services. This fund also recognizes as revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Further, the Solid Waste Fund recognizes as revenue charges to customers for the provision of solid waste services. Operating expenses for both enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE I. Summary of Significant Accounting Policies

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

D. New Accounting Pronouncements Adopted

The City implemented the following GASB Statements during the year ended September 30, 2019:

GASB Statement No. 83, *Certain Asset Retirement Obligations*. This Statement addresses accounting for reporting for certain asset retirement obligations (AROs). An ARO is a legally enforceable liability associated with the retirement of a tangible capital asset. A government that has legal obligations to perform future asset retirement activities related to its tangible capital assets should recognize a liability based on the guidelines in this Statement. This Statement will enhance comparability of financial statements among governments by establishing uniform criteria for governments to recognize and measure certain AROs, including obligations that may not have been previously reported. This Statement will also enhance the decision-usefulness of the information provided to financial statements users by requiring disclosures related to those AROs. The requirements for this Statement are effective for reporting periods beginning after June 15, 2018. The City has determined that the City has no ARO and this pronouncement has no impact on the City.

E. Assets, Liabilities, Deferred Inflows/Outflows of Resources, and Net Position or Equity

1. Deposits and Investments

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. The City has established an investment policy in accordance with Section 218.415, Florida Statutes that allows the City to invest in relatively low-risk securities, such as the State Treasurer's Investment Pool, and U.S. Government and Agencies securities. In accordance with GASB all investments of the City have been reported at fair value except money market funds and the State Treasurer's Investment Pool which its reported value is the same as the value of the pool shares and is recorded at amortized cost. Resources of all funds, with the exception of the pension trust funds, have been combined into investment pools for the purpose of maximizing investment yields. Investment revenue is comprised of interest and dividends and realized gains and losses on investments. Net increase (decrease) in the fair value of investments is comprised of unrealized gains and losses on investments. Investment earnings on pooled investments are allocated monthly based upon equity balances of the respective funds. Accrued interest on pooled investments is grouped with investments on the balance sheet at year-end. In addition, the pension trust funds are authorized to invest in corporate bonds, stocks, money market funds, mortgages and notes.

2. Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). All other residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

All trade and property tax receivables are shown net of allowance for uncollectibles. Management determines the allowance for uncollectible accounts, based upon a review of the accounts and its knowledge of the debtor's ability to pay. Property taxes are levied as of October 1 on property values assessed as of January 1 of the same year. The tax levy is divided into two billings: the first billing (mailed during September) is an estimate of the current year's levy based on the prior year's taxes; the second billing (mailed on November 1) reflects adjustments to the current year's actual levy. The billings are considered past due on April 1 of the subsequent year, at which time the applicable property is subject to lien, and penalties and interest are assessed.

Amounts reflected as "due from other governments" in the government-wide and the fund financial

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE I. Summary of Significant Accounting Policies

E. Assets, Liabilities, Deferred Inflows/Outflows of Resources, and Net Position or Equity

2. Receivables and Payables

statements represent amounts that are owed to the City by other governmental entities for services rendered by the City in the capacity of a vendor or for amounts to be reimbursed in connection with grants and other cooperative agreements.

Water and sewer and solid waste charges to customers are based on actual consumption. Consumption is determined on a monthly basis. The City recognizes revenue and a related receivable for the estimated unbilled consumption as of September 30.

3. Inventories and Prepaid Items

Inventories consisting principally of expendable items held for consumption, are stated at lower of average cost. The consumption method is used for all inventories and prepaid items, that is, items of inventory/prepays are expended when they are consumed rather than when they are purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements.

4. Restricted Assets

Certain resources of the City's Water and Sewer enterprise fund are classified as restricted assets on the statement of net position because they are maintained in separate accounts and their uses are limited by applicable bond covenants and loan agreements. The state revolving loan sinking fund account is used to segregate resources that are accumulated for the payment of principal and interest on the City's revolving loans with the Florida Department of Environmental Protection.

The "general obligation bond construction account" is used to report those proceeds of general obligation bonds that are restricted for use in the construction of specified projects, as outlined in the bond covenants.

5. Capital Assets

Capital assets, which include property, plant, equipment, intangibles, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide and the proprietary fund financial statements. Capital assets are defined by the City as assets with an initial individual cost of \$3,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost, if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred, net of interest earned on related debt proceeds, during the construction phase of capital assets of business-type activities is included as part of the capitalized cost of the assets constructed. The City had no capitalized interest costs for this fiscal year.

The City's property, plant and equipment are depreciated using the straight line method over the following estimated useful lives:

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE I. Summary of Significant Accounting Policies

E. Assets, Liabilities, Deferred Inflows/Outflows of Resources, and Net Position or Equity

5. Capital Assets

<u>Asset Type</u>	<u>Years</u>
Buildings	40
Building improvements	20
Roads	40
Bridges	50
Other infrastructure	20 - 50
Equipment	5 - 10

In the governmental fund financial statements, capital assets are reported as expenditures and no depreciation expense is recorded.

6. Deferred Outflows/Inflows of Resources

The statements of net position and fund financial statements require the inclusion of a separate section for deferred outflows of resources. A deferred outflow of resources represents the usage of net position that is applicable to future periods.

The statements of net position and fund financial statements, also include a separate section for deferred inflows of resources, which represent the acquisition of net position which is applicable to future periods that will be recognized as revenue (or serve as a reduction of expenses) in a future period.

The City reports within its government-wide statement of net position as deferred outflows amounts that were related to pensions and OPEB during fiscal year 2019 into the pension plans as a result of the net pension liability and total OPEB liability associated with the plans measured as of September 30, 2018. The amounts paid during fiscal year 2019 to the plan will be reflected within the City's pension expense and related liability when the net pension liability is measured for the next fiscal year.

The City reports as deferred inflows amounts representing the net difference between expected and actual results, changes in assumptions and projected and actual earnings of its OPEB and pension plans. The amounts will be amortized over a five year closed period beginning in the year in which the difference occurred or over the remaining service lives of all employees, as applicable, and deferred amount on a bond refunding which is being amortized over the remaining life of the debt.

Also, in the governmental fund financial statements the City reported deferred inflows for amounts not recorded within the period of availability.

7. Compensated Absences

It is the City's policy to permit employees to accumulate earned, unused vacation and sick pay benefits. A portion of accumulated sick pay benefits are paid upon separation based on the number of years of service. All vacation pay and applicable portions of sick pay balances are accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE I. Summary of Significant Accounting Policies

E. Assets, Liabilities, Deferred Inflows/Outflows of Resources, and Net Position or Equity

8. Long-term Obligations

In the government-wide and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the government-wide and proprietary fund type statements of net position. Bonds payable are reported net of the applicable bond premium or discounts. Bond premiums and discounts are amortized over the life of the bonds using the effective interest method. Deferred amounts (the difference between the reacquisition price and the net carrying amount) on refunding are amortized over the shorter of the remaining life of the old debt or the life of the new debt using the straight line method, which does not result in a material difference from the effective interest method. Debt issuance costs, except for the portion which relates to prepaid insurance costs, are recognized as an expense in the period incurred. Prepaid insurance costs are reported as an asset and are recognized as expense on a straight line basis over the duration of the related debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts are reported as other financing uses. Debt principal payments and issuance costs, whether or not withheld from actual debt proceeds, are reported as debt service expenditures.

9. Fund Equity/Net Position

In accordance with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, governmental funds report separate classifications of fund balance. The non-spendable fund balance classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. The restricted fund balance is defined as having restrictions (a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation. Committed fund balance is defined as amounts that can only be used for specific purposes pursuant to constraints imposed by formal action (resolution) performed prior to year-end, of the City Commission. Assigned fund balance represents amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed.

The City, through resolution establishing its fund balance policy, has given the City Manager the authority to assign fund balance. Assignment of fund balance may be a) made for a specific purpose that is narrower than the general purposes of the fund itself; and/or b) used to reflect the appropriation of a portion of existing unassigned fund balance to eliminate a projected deficit in the subsequent year's budget in an amount no greater than the projected excess of expenditures over expected revenues. Assigned fund balance shall reflect management's intended use of resources as set forth each year by the City Manager. Assigned fund balance may or may not be appropriated for expenditure in the subsequent year depending on the timing of the project/reserve for which it was assigned. Unassigned fund balance is the residual classification for the General Fund, plus any deficits of any other governmental funds. The City government considers restricted or unrestricted amounts to have been spent when expenditures are incurred for purposes for which both restricted and unrestricted fund balance is available. The City government considers committed, assigned, or unassigned amounts to have been spent when expenditures incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used. The City's policy is to expend resources in the following order: restricted, committed, assigned and unassigned.

It is the City's policy to obtain and maintain a minimum level of General Fund unassigned fund balance of at least 10% of General Fund operating expenditures and transfers. The disaster/emergency reserve fund balance is assigned by the City Commission as set forth in the annual budget (and any amendments thereto) to ensure the maintenance of services to the public during hurricanes and other natural disasters, as well as economic changes that might severely

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE I. Summary of Significant Accounting Policies

E. Assets, Liabilities, Deferred Inflows/Outflows of Resources, and Net Position or Equity

9. Fund Equity/Net Position

impact the City's ability to provide necessary public services.

The government-wide and proprietary fund financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted and unrestricted.

The following table shows the City's fund balance classification for the governmental funds as of September 30, 2019.

	Governmental Funds				Total Governmental Funds
	General Fund	Community Redevelopment Agency	General Construction Fund	Nonmajor Governmental Funds	
Nonspendable:					
Inventory	\$ 231,158	\$ -	\$ -	\$ -	\$ 231,158
Perpetual care and cemetery operation	-	-	-	1,297,270	1,297,270
Restricted:					
Community Redevelopment programs	-	4,057,043	-	-	4,057,043
Debt service	-	-	-	4,537,565	4,537,565
General construction projects	-	-	33,773,689	-	33,773,689
Roadway improvement projects	-	-	-	1,848,323	1,848,323
Grants and special programs	-	-	-	503,736	503,736
Beautification and landscape projects	-	-	-	593,960	593,960
Public safety programs	-	-	-	1,895,680	1,895,680
Parking improvements	-	-	-	82,768	82,768
Recreation programs	-	-	-	1,349,061	1,349,061
Assigned to:					
Assigned Emergency reserve	3,423,988	-	-	-	3,423,988
Subsequent year's Budget	5,091,022	-	-	-	5,091,022
Endowment	99,108	-	-	-	99,108
Tam O' Shanter project	234,260	-	-	-	234,260
Unassigned:					
General fund operations	17,617,909	-	-	-	17,617,909
Miscellaneous grant programs	-	-	-	(381,200)	(381,200)
Total fund balances	\$ 26,697,445	\$ 4,057,043	\$ 33,773,689	\$ 11,727,163	\$ 76,255,340

Net Investment in Capital Assets – is intended to reflect the portion of net position which is associated with capital assets (net of accumulated depreciation), less outstanding capital asset related debt, net of unspent bond proceeds and deferred inflow/outflow of resources that are attributed to the acquisition of those assets or related debt which are included in this component of net position.

Restricted Net Position – has third-party (statutory bond covenant or granting agency) limitations on their use or limitations which have been imposed through enabling legislation.

The government-wide statement of net position reports \$22,313,498 of restricted net position.

Unrestricted Net Position – has no third-party limitations as to its use, and consists of all net position that does not meet the definition of the other two components, and any net deficits that exist.

10. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, deferred outflows and inflows of resources at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from management's estimates.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE I. Summary of Significant Accounting Policies

E. Assets, Liabilities, Deferred Inflows/Outflows of Resources, and Net Position or Equity

11. Property Taxes

Property taxes attach as an enforceable lien on real property and are levied as of October 1st. The tax levy is divided into two billings: the first billing (mailed mid-August) is an estimate of the current year's levy based on the proposed tax rates, which serves to inform taxpayers of their proposed taxes prior to the final approval of the millage rate in September. The second billing (mailed in November) reflects the current year's actual levy. The billings are considered past due after March 31st of the following year after the respective tax billing date, at which time the applicable property is subject to lien, and penalties and interest are assessed.

NOTE II. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

A. Excess of Expenditures Over Appropriations

For the year ended September 30, 2019, expenditures exceeded appropriations in 6 of the City's departments. The City commission, City attorney, Planning and development services, Central service, Fire/rescue, and Human resources, departments exceeded their budgets by \$12,119, \$26,238, \$1,754,411, \$41,481, \$621,967, and \$370,079, respectively. The largest additional costs incurred were for Legal services, processing of applications for building permits, Increase in Fire pension as well as for payments to suppliers for telephone charges. These over-expenditures were covered by positive budget variances in other departments as well as positive revenue variances.

B. Deficit Fund Equity

At September 30, 2019, the Community Development Block Grant Fund, Law Enforcement Trust Fund and Capital Grants Projects Funds had deficit fund balances of \$60,141, \$195,771, and \$3,476 respectively. This deficit is expected to be funded by future grant reimbursements, which were not susceptible to accrual at September 30, 2019.

NOTE III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

1. Deposits

The City maintains a common cash and cash equivalents pool for use by all non-fiduciary funds. Deposits of the City, including time deposit accounts, demand deposit accounts and certificates of deposit, are defined as public deposits. Pursuant to the City's policies, all of the City's deposits are held in qualified public depositories pursuant to Chapter 280.03 of the Florida Statutes, "Florida Security for Public Deposits Act." Under the Act, all qualified public depositories are required to pledge eligible collateral having fair value equal to or greater than the average daily or monthly balance of all public deposits, times the depository's collateral pledging level. The pledging level may range from 50% to 125% depending upon the depository's financial condition and establishment period. All collateral must be deposited with an approved financial institution. Any losses to public depositors are covered by applicable deposit insurance, sale of securities pledged as collateral and, if necessary, assessments against other qualified public depositories of the same type as the depository in fault. When public deposits are made in accordance with Chapter 280, no public depositor shall be liable for any loss. At September 30, 2019, the carrying amount of the City's deposits totaled \$16,645,908.

2. Investments

Authorized Investments

The City's investments are categorized as investments for the City as a whole (hereinafter referred to as "general City investments") and those of its various defined benefit pension plans. The City is authorized by statute and policy to invest public funds (general City investments) in interest-bearing savings accounts, money market accounts and checking accounts, obligations of the United States government, its agencies and instrumentalities; certificates of deposit that are fully insured and

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

2. Investments

collateralized; high-grade commercial paper, repurchase agreements having a defined termination date and collateralized by U.S. Treasury obligations; and Local Government Surplus Trust Funds, as administered by the Florida State Board of Administration ("SBA"). The City invested funds throughout the year in the Florida PRIME, which is not Securities and Exchange Commission ("SEC") registered, but which qualifies as a fluctuating net asset value ("NAV") pool. The City's investment in the SBA at September 30, 2019 represented less than 1% of the total investment assets of the SBA. The City of Deerfield Beach invests in the pool, the value of the City's position is the same as the value of the pool shares and is recorded at amortized cost. At September 30, 2019, the City's investment in the SBA was \$24,264,174.

In accordance with GASB Statement No. 79, *Certain External Investment Pools and Pool Participants*, the City's investments in the Florida PRIME meets the definition of a qualifying investment pool that measures, for financial reporting purposes, all of its investments at amortized cost and should disclose the presence of any limitations or restrictions on withdrawals. As of September 30, 2019, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100 percent of their account value.

The Florida Municipal Investment Trust (as administered by the Florida League of Cities) is an authorized investment under Section 218.415(115), Florida Statutes, for units of local government in Florida. The operation and administration of the Trust is the responsibility of a Board of Trustees, who are selected from the ranks of elected officials of governmental entities participating in the Trust. The fair value of the City's position in the Trust is the same as the value of the pool share.

The overriding objectives of the City's investment policy are preservation of its principal investment, while providing for liquidity and maximization of investment income.

Each of the City's three individual pension plans is governed by a Board of Trustees, which is responsible for determining the investment policies for the respective plan, namely the City's Fire, Police Officers, and Non-uniformed retirement pension plans. The investment policies for the various plans typically are devised to earn an average rate of return over the long term that will equal or exceed the return of a target index. The trustees are authorized to invest in a wide range of instruments, including but not limited to, federally-guaranteed obligations, bonds, stocks, or other evidences of indebtedness issued or guaranteed by a corporation organized under the laws of the United States or any state or organized territory of the United States, provided that the corporation is listed on any one or more of the recognized national stock exchanges or the National Market System of the NASDAQ Stock Market.

In acquiring these investments on behalf of the various plans, the trustees are required to exercise a level of care, which persons of prudence, discretion and intelligence would exercise when acquiring these same investments for their own (personal) accounts.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

2. Investments

As of September 30, 2019, the City had the following investments:

	Pension Trust Funds	All Other Funds	Total
Investment in Florida PRIME	\$ -	\$ 24,264,174	\$ 24,264,174
Investment in Florida Municipal Trust	-	4,553,682	4,553,682
Money market funds	8,500,650	17,074,929	25,575,579
Mutual funds	19,769,850	-	19,769,850
Self directed Drop accounts	3,535,003	-	3,535,003
U.S. Government and agency securities	18,756,701	65,123,306	83,880,007
Corporate bonds and notes	16,248,689	-	16,248,689
Hedge fund	3,705,592	-	3,705,592
Real estate funds	26,743,581	-	26,743,581
Corporate equities	118,643,140	-	118,643,140
Total	<u>\$ 215,903,206</u>	<u>\$ 111,016,091</u>	<u>\$ 326,919,297</u>

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value is to changes in market interest rates. In accordance with the City's investment policy, the City minimizes the interest rate risk of investments in the portfolio by placing limitations on the duration of such investments. With the exception of funds reserved for capital projects, all of the City's general investments shall be limited to instruments maturing within two years of purchase. This ensures that securities mature to meet cash requirements for operations, thereby avoiding the need to sell securities in the open market prior to maturity.

The Police Officers' Retirement Plan limits its exposure to interest rate risk by varying the durations of the maturities of its investment holdings.

Neither the Municipal Firefighter's Pension Trust Plan nor the Non-Uniform Employees' Retirement Plan has investment policies that use limits on investment maturities as a means of managing its exposure to fair value losses arising from interest rates.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

2. Investments

Information about the sensitivity of the fair values of the City's and the Pension Plans' investments to market interest rate fluctuations is provided by the following tables that shows the distribution of the City's and the Plans' investments by maturity:

(City General Investments)

Investment Type	Value	Maturities (in Years)	
		Less Than 1	1-5
Florida PRIME	\$ 24,264,174	\$ 24,264,174	\$ -
FL Municipal Investment Trust	4,553,682	-	4,553,682
Money market funds	17,074,929	17,074,929	-
U.S. Agencies	65,123,306	58,404,300	6,719,006
Total	<u>\$ 111,016,091</u>	<u>\$ 99,743,403</u>	<u>\$ 11,272,688</u>

(Pension Trust Funds)

Investment Type	Value	Maturities (in Years)			
		Less Than 1	1-5	6-10	More Than 10
Bond funds	\$ 1,894,415	\$ 201,137	\$ 129,296	\$ 1,172,161	\$ 391,821
Mutual funds	19,769,850	3,253,124	8,411,147	4,733,083	3,372,496
U.S. Treasuries	9,569,664	-	2,110,067	3,676,387	3,783,210
U.S. Agencies	7,292,622	89,735	1,410,943	1,312,198	4,479,746
Corporate bonds and notes	16,248,689	426,037	9,970,497	4,480,955	1,371,200
Total	<u>\$ 54,775,240</u>	<u>\$ 3,970,033</u>	<u>\$ 22,031,950</u>	<u>\$ 15,374,784</u>	<u>\$ 13,398,473</u>

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization (NRSRO's). State law limits investments in commercial paper and corporate bonds to the top 3 ratings issued by NRSRO's. All Treasury obligations are guaranteed by the good faith and credit of the United States and are therefore not subject to credit risk. The amounts held in the Florida Prime is rated by Standard and Poor's. The current rating is AAAM. Florida Municipal Investment Trust is not rated by any nationally recognized statistical rating agency.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

2. Investments

The following table discloses credit ratings by investment type, at September 30, 2019, as applicable:

	Quality Credit Rating Moody's	Fair Value
	Aaa	46,582,092
	Aa1	1,204,659
	Aa2	802,518
	Aa3	140,156
	Aa+	664,406
	Aa	252,841
	A+	105,524
	A	1,477,369
	A-	516,416
	A1	6,391,355
	A2	1,598,596
	A3	687,468
	Baa	1,460,526
	Baa1	2,253,446
	Baa2	305,308
	Ba	79,227
	Ba1	1,983,456
	Bbb+	278,405
	Bbb	910,743
	Bb	83,792
	B1	1,570,494
	B	35,412
	Caa1	2,841,955
	C	155,614
	Not rated	28,199,717
Total credit risk securities		100,581,495
U.S. treasuries and agency securities explicitly guaranteed		65,209,836
Total fixed income/credit risk securities		<u>\$ 165,791,331</u>
Total fixed income/credit risk securities - City		\$ 111,016,091
Total fixed income securities - pension trust funds		<u>54,775,240</u>
Total		<u>\$ 165,791,331</u>

Concentration of Credit Risk

The City limits its investments in any one issuer to no more than 5% of total investments, except for investments issued or explicitly guaranteed by the government and investments in mutual funds, external investment pools, and other pooled investments, which are excluded from this requirement. There were no individual investments that represented 5% or more of the City's total investments at September 30, 2019. The three pension plans limit their exposure by limiting their investments in any one issuer to no more than 5% of plan net position other than those issued by the US Government or its agencies. None of the plans had holdings that exceeded the 5% limit.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

2. Investments

Custodial Credit Risk

The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g. broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. These investments are held by the various pension plans' custodial banks and are registered in the name of the pertinent pension plan. With the exception of the investments with the SBA, all of the City's general investments were held by the City's custodial bank and were registered in the City's name as of year-end.

Fair Value Hierarchy

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Plan categorizes its fair value measurements with the fair value hierarchy established by generally accepted accounting principles. The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels based on the extent to which inputs used in measuring fair value are observable in the market. Investments measured and reported at fair value are classified and disclosed in one of the following categories:

Level 1 - Investments traded in an active market with available quoted prices for identical assets as of the reporting date.

Level 2 - Inputs to the valuation methodology are based upon observable inputs for the assets either directly or indirectly, other than those considered Level 1 inputs, which may include quoted prices for identical assets in markets that are not considered to be active, and quoted prices of similar assets in active or inactive markets.

Level 3 - Inputs to the valuation methodology are based upon unobservable inputs.

Fire Pension

The following is a description of the valuation methodologies used for assets measured at fair value for the plan:

Common stock: Valued at the closing price reported on the New York Stock Exchange.

Government securities: Valued using pricing models maximizing the use of observable inputs for similar securities.

Corporate bonds: Valued using pricing models maximizing the use of observable inputs for similar securities. This includes basing the value on yields currently available on comparable securities of issuers with similar credit ratings. When quoted prices are not available for identical or similar bonds, the bond is valued under a discounted cash flows approach that maximizes observable inputs, such as current yield of similar instruments, but includes adjustments for certain risks that may not be observable, such as credit and liquidity risks or a broker quote, if available.

Hedge funds: Value based on the net asset value per share, without further adjustment. Net asset value is based upon the fair value of the underlying investments.

Real estate: Valued at the net asset value of shares held by the Plan at year end. The Plan has investments in private market real estate investments for which no liquid public market exists.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

		Fair Value Measurements Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
	Total			
Investments by fair value level				
Equity securities:				
Common stocks	\$ 22,778,428	\$ 22,778,428	\$ -	\$ -
Master Limited Partnership	2,092,329	2,092,329	-	-
Mutual funds	39,319,650	39,319,650	-	-
Total equity securities	64,190,407	64,190,407	-	-
Debt securities:				
Corporate bonds	7,770,265	-	7,770,265	-
U.S. treasury securities	5,958,320	5,958,320	-	-
U.S. agency securities	3,617,147	-	3,617,147	-
Fixed income mutual funds	14,782,214	14,782,214	-	-
Total debt securities	32,127,946	20,740,534	11,387,412	-
Self directed DROP accounts	3,535,003	-	3,535,003	-
Total investments by fair value level	99,853,356	\$ 84,930,941	\$14,922,415	\$ -
Investments measured at the net asset Value (NAV)				
Real estate funds	14,208,886			
Hedge fund	924,607			
Total investments measured at the NAV	15,133,493			
Money market funds (exempt)	6,043,426			
Total investments	\$ 121,030,275			

The following table summarizes investments for which fair value is measured using the net asset value per share practical expedient, including their related unfunded commitments and redemption restrictions:

	Fair Value	Unfunded Commitments	Redemption Frequency (if Currently Eligible)	Redemption Notice Period
Real estate fund (1)	\$ 10,156,487	\$ -	Quarterly	90 Days
Real estate fund (2)	4,052,399	-	Quarterly	10 Days
Hedge fund (3)	924,607	-	Quarterly	90 Days
Total investments measured at the NAV	\$ 15,133,493	\$ -		

1. Real estate fund: The fund is an open-ended real estate investment fund investing primarily in

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

core institutional office, retail, industrial, and multi-family properties located throughout the United States. The investment is valued at NAV and its redemptions must be received by the fund 90 days prior to quarter end.

2. Real estate fund: The fund is an open-end diversified core real estate commingled fund that invests primarily in core institutional office, retail, industrial, and multi-family properties located throughout the United States. The investment is valued at NAV and its redemptions must be received by the fund 10 days prior to quarter end.
3. Hedge fund: The fund is a multi-strategy fund of hedge funds that aims to pursue varying strategies in order to diversify risk and reduce volatility. The fund is a diversified portfolio offering investment solutions through activist long/short equity hedge funds, event driven hedge funds and multi-strategy hedge funds. The investment is valued at NAV and holder of capital, upon at least 90 days prior written notice, may request to redeem a minimum of \$100,000 of their capital shares, as of the close of business on the last business day of each calendar year, by giving irrevocable written notice.

Police Pension

The following is a description of the valuation methodologies used for assets measured at fair value for the plan:

Debt Securities: Debt securities consist primarily of negotiable obligations of the U.S. government and U.S. government-sponsored agencies, corporations, securitized offerings backed by residential and commercial mortgages, TIPS, and foreign debt securities. These securities can be typically be valued using the close or last traded price on a specific date (quoted prices in active markets). When quoted prices are not available, fair value is determined based on valuation models that use inputs that include market observable inputs. These inputs included recent trades, yields, price quotes, cash flows, maturity, credit ratings, and other assumptions based upon the specifics of the investment type.

Equity securities: These include domestic and international equities. Domestic securities traded on a national securities exchange are valued at the last reported sales price on the last business day of the fiscal year. Securities traded in the over-the-counter market and listed securities for which no sale was reported on that date are valued at the last reported bid price. International equities are valued based upon quoted foreign market prices and translated into U.S. dollars at the exchange rate in effect at year end. Securities which are not traded on a national security exchange are valued by the respective fund manager or other third parties based on yields currently available on comparable securities of issuers with similar credit ratings.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

		Fair Value Measurements Using		
		Quoted Prices in Active Markets for Identifiable Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
	Total			
Investments by fair value level				
Equity securities:				
Equity mutual funds	\$ 26,120,468	\$ 26,120,468	\$ -	\$ -
Debt securities:				
U.S. treasury securities	409,633	-	409,633	-
U.S. agency securities	339,807	-	339,807	-
Fixed income mutual funds	4,987,636	4,987,636	-	-
Corporate bonds	1,197,557	-	1,197,557	-
Total debt securities	6,934,633	4,987,636	1,946,997	-
Total investments by fair value	33,055,101	\$ 31,108,104	\$ 1,946,997	\$ -

Investments measured at the net asset value (NAV)

Real estate funds	7,343,033
Money market funds (exempt)	811,812
Total investments	<u>\$ 41,209,946</u>

	Fair Value	Unfunded Commitments	Redemption Frequency (if Currently Eligible)	Redemption Notice Period
Real estate fund (1)	\$ 1,448,081	\$ -	Quarterly	10 Days
Real estate fund (2)	5,894,952	-	Quarterly	90 days
Total investments measured at the NAV	<u>\$ 7,343,033</u>	<u>\$ -</u>		

1. Real estate fund: The fund is an open-end diversified core real estate commingled fund that invests primarily in core institutional office, retail, industrial, and multi-family properties located throughout the United States. The investment is valued at NAV and its redemptions must be received by the fund 10 days prior to quarter end.
2. Real estate: This fund is an open-end comingled real estate fund that invests in a pool of real estate assets that are diversified by geography and property type, with a focus of yield-driven investments and, to a lesser extent, on value-added investments. The investment is valued at NAV and redemption requests must be received by the fund 90 days prior to quarter end.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

Non-Uniformed Pension

The following is a description of the valuation methodologies used for assets measured at fair value for the plan:

Common stocks: Valued at the closing price reported on the New York Stock Exchange.

Government securities: Valued using pricing models maximizing the use of observable inputs for similar securities.

Hedge fund: Valued based on the net asset value per share, without further adjustment. Net asset value is based upon the fair value of the underlying investment.

Corporate bonds: Valued using pricing models maximizing the use of observable inputs for similar securities. This includes basing the value on yields currently available on comparable securities of issuers with similar credit ratings. When quoted prices are not available for identical or similar bonds, the bond is valued under a discounted cash flows approach that maximizes observable inputs, such as current yield of similar instruments, but includes adjustments for certain risks that may not be observable, such as credit and liquidity risks or a broker quote, if available.

Real estate fund: Valued at the net asset value of shares held by the Plan at year end. The Plan has an investment in a private market real estate investment for which no liquid public market exists.

		Fair Value Measurements Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
	Total			
Investments by fair value level				
Equity securities:				
Common stocks	\$ 28,332,265	\$ 28,332,265	\$ -	\$ -
Debt securities:				
U.S. treasury securities	3,201,711	2,622,719	578,992	-
U.S. agency securities	3,335,668	-	3,335,668	-
Municipal bonds	1,894,415	-	1,894,415	-
Corporate bonds	7,280,867	-	7,280,867	-
Total debt securities	15,712,661	2,622,719	13,089,942	-
Total investments by fair value level	44,044,926	\$ 30,954,984	\$13,089,942	-
Investments measured at the net asset value (NAV)				
Real estate fund	5,191,662			
Hedge fund	2,780,985			
Total investments measured at the NAV	7,972,647			
Money market funds (exempt)	1,645,412			
Total investments	\$ 53,662,985			

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

	Fair Value	Unfunded Commitments	Redemption Frequency (if Currently Eligible)	Redemption Notice Period
Real estate fund (1)	\$ 5,191,662	\$ -	Quarterly	45 Days
Hedge Fund (2)	1,396,417	-	Daily	1-2 days
Hedge Fund (3)	1,384,568	-	Daily	1-2 days
Total investments measured at the NAV	<u>\$ 7,972,647</u>	<u>\$ -</u>		

1. Real estate fund: This fund is an open-end core real estate fund with a diversified portfolio of multifamily, office, industrial and retail properties. The fund seeks to provide for the preservation of capital, stable income and modest appreciation over the mid- to long-term. The investment is valued at NAV and redemption requests must be received by the fund 45 days prior to quarter end.
2. Hedge fund: This fund aims to pursue varying strategies in order to diversify risks and reduce volatility. The fund invests with hedge funds and other portfolio managers or otherwise utilizes the services of investment advisors or other investment managers employing a variety of trading styles or strategies, including, but not limited to, direct lending, convertible arbitrage, merger or risk arbitrage and other event-driven investing, distressed and long/short credit, long/short equity, multi-strategy and other relative value strategies. The investment is valued at NAV and redemption requests must be received by the fund 95 days prior to redemption date of June 30 or December 31.
3. Hedge fund: This hedge fund is an open-end fund incorporated in the United States/ The fund seeks capital appreciation by investing its assets among a variety of non-traditional or alternative investment strategies. The investment is valued at NAV and redemption requests may be received 1 or 2 days in advance.

B. Receivables and Payables

The City reports the General, Community Redevelopment Agency (CRA), General Construction, Water & Sewer, Stormwater Utility and Solid Waste funds as major funds. Receivables at September 30, 2019 were as follows:

Governmental Activities

	General	CRA	General Construction Fund	Nonmajor Governmental Funds	Total
Receivables:					
Accounts receivable	\$ 22,421,524	\$ -	\$ -	\$ 25,552	\$ 22,447,076
Assessments	842	-	-	-	842
Interest	68,146	5,926	121,133	21,323	216,528
Gross receivables	22,490,512	5,926	121,133	46,875	22,664,446
Less: allowance for uncollectibles	(13,675,440)	-	-	-	(13,675,440)
Net receivables	<u>\$ 8,815,072</u>	<u>\$ 5,926</u>	<u>\$ 121,133</u>	<u>\$ 46,875</u>	<u>\$ 8,989,006</u>

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE III. DETAILED NOTES ON ALL FUNDS

B. Receivables and Payables

Business-type Activities

	Water and Sewer	Solid Waste	Stormwater	Total
Receivables:				
Accounts	\$ 3,546,072	\$ 2,004,501	\$ 169,030	\$ 5,719,603
Delinquent assessments	79,848	-	-	79,848
Interest	268,008	-	-	268,008
Gross receivables	3,893,928	2,004,501	169,030	6,067,459
Less: allowance for uncollectibles	(311,530)	(83,800)	-	(395,330)
Net receivables	<u>\$ 3,582,398</u>	<u>\$ 1,920,701</u>	<u>\$ 169,030</u>	<u>\$ 5,672,129</u>

Receivables of the Water and Sewer and Solid Waste Enterprise Funds are reported net of uncollectible amounts, and are as follows:

Uncollectible related to water sales	\$ 107,350
Uncollectible related to sewer charges	204,180
Uncollectible related to solid waste charges	<u>83,800</u>
Total uncollectible for the current fiscal year	<u>\$ 395,330</u>

Accounts payables at September 30, 2019 are as follows:

	Vendors	Retainage	Total Payables
Governmental activities:			
General Fund	\$ 8,500,886	\$ -	\$ 8,500,886
Community Redevelopment Agency	75,702	6,563	82,265
General Construction Fund	418,550	132,080	550,630
Nonmajor Governmental Funds	133,588	-	133,588
	<u>\$ 9,128,726</u>	<u>\$ 138,643</u>	<u>\$ 9,267,369</u>
Business-type activities:			
Water and Sewer Fund	\$ 1,845,731	\$ 21,010	\$ 1,866,741
Solid Waste Fund	1,378,938	120,056	1,498,994
Stormwater Utility Fund	109,883	-	109,883
	<u>\$ 3,334,552</u>	<u>\$ 141,066</u>	<u>\$ 3,475,618</u>

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE III. DETAILED NOTES ON ALL FUNDS

C. Capital Assets

The following is a summary of capital asset activity for the year ended September 30, 2019:

	Beginning Balance	Increases	Decreases	Total
Governmental activities:				
Capital assets not being depreciated:				
Land	\$ 16,823,808	\$ 700,002	\$ -	\$ 17,523,810
Construction in progress	16,644,199	702,298	397,890	16,948,607
Total capital assets not being depreciated	33,468,007	1,402,300	397,890	34,472,417
Capital assets being depreciated:				
Buildings	39,351,035	121,148	-	39,472,183
Improvements other than buildings	10,830,920	1,299,202	-	12,130,122
Equipment	24,203,127	1,036,930	1,558,976	23,681,081
Infrastructure	82,831,886	399,233	-	83,231,119
Total capital assets being depreciated	157,216,968	2,856,513	1,558,976	158,514,505
Less: accumulated depreciation for:				
Buildings	15,432,166	973,456	-	16,405,622
Improvements other than buildings	3,098,392	510,369	-	3,608,761
Equipment	19,238,110	1,025,273	1,558,976	18,704,407
Infrastructure	48,594,507	2,441,477	-	51,035,984
Total accumulated depreciation	86,363,175	4,950,575	1,558,976	89,754,774
Total capital assets being depreciated, net	70,853,793	(2,094,062)	-	68,759,731
Governmental activities capital assets, net	\$ 104,321,800	\$ (691,762)	\$ 397,890	\$ 103,232,148
	Beginning Balance	Increases	Decreases	Total
Business-type activities:				
Capital assets not being depreciated:				
Land	\$ 50,531	\$ -	\$ -	\$ 50,531
Construction in progress	-	495,221	-	495,221
Total capital assets not being depreciated	50,531	495,221	-	545,752
Capital assets being depreciated:				
Buildings	1,815,870	284,492	-	2,100,362
Utility plants in service	46,125,971	-	43,724	46,082,247
Improvements other than buildings	88,134,064	1,804,668	4,690	89,934,042
Equipment	24,321,772	1,317,730	950,368	24,689,135
Total capital assets being depreciated	160,397,677	3,406,890	998,782	162,805,786
Less: accumulated depreciation for:				
Buildings	1,205,058	424,370	-	1,629,428
Utility plants in service	22,913,688	1,002,706	-	23,916,394
Improvements other than buildings	45,344,784	2,126,978	-	47,471,762
Equipment	17,472,814	1,345,683	956,073	17,862,425
Total accumulated depreciation	86,936,343	4,899,737	956,073	90,880,009
Total capital assets being depreciated, net	73,461,333	(1,492,847)	42,709	71,925,777
Business-type activities capital assets, net	\$ 73,511,865	\$ (997,626)	\$ 42,709	\$ 72,471,529

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE III. DETAILED NOTES ON ALL FUNDS

C. Capital Assets

Depreciation expense was charged to functions/programs as follows:

Governmental activities:	
General government	\$ 144,355
Public safety	752,853
Human services	72,938
Physical environment	665,961
Transportation	1,786,215
Culture and recreation	1,514,441
Economic Environment	13,812
Total depreciation expense - governmental activities	<u>\$ 4,950,575</u>
Business-type activities:	
Water and sewer	\$ 3,951,552
Solid waste	947,618
Stormwater Depreciation	567
Total depreciation expense - business-type activities	<u>\$ 4,899,737</u>

D. Encumbrances

Purchase orders are issued throughout the fiscal year to encumber budgets in the governmental funds. Significant encumbrances as of September 30, 2019, are as follows:

Major funds:	
General Fund	\$ 5,091,022
Community Redevelopment Agency Fund	2,130,339
General Construction Fund	4,124,277
Total major funds	<u>11,345,638</u>
Nonmajor governmental funds	<u>1,000,215</u>
Total encumbrances	<u>\$ 12,345,853</u>

E. Construction Commitments

The City has outstanding commitments for construction and acquisition of property, plant and equipment. The following is a summary of the most significant of these commitments at September 30, 2019:

Project	Amounts Outstanding
LAP Funded SR AIA Crosswalk	\$ 324,528
Pier Porthole LED Sign	118,963
West Water Treatment Plant Solid Contact Clarifier Rehabilitation Project	632,166
Energy Performance Contracting Services	7,080,374
Citywide Street Resurfacing	1,922,760
Hillsboro Blvd. SR 810 Water Main Replacement Project	553,000
SE 9th Terrace Drainage Project	389,546
	<u>\$ 11,021,337</u>

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE III. DETAILED NOTES ON ALL FUNDS

F. Unearned/Unavailable Revenue

Unearned revenue in the General Fund includes \$514,515 for local business taxes (formerly referred to as occupational licenses) relating to fiscal year 2019. The General Fund also includes ambulance transport fees in the amount of \$4,405,846 and \$2,242,245 of FEMA revenues which are not available and are recorded as unavailable revenue.

The General Construction Fund had unavailable revenue of \$622,626.

The Miscellaneous Grants nonmajor special revenue fund had unavailable revenue of \$229,139 .

G. Interfund Receivables, Payables and Transfers

The interfund balances below represent short-term loans to cover temporary negative balances in each fund's equity in pooled cash at year-end. The composition of interfund balances at September 30, 2019 is as follows:

Due to/Due from

	Due from:						
	General Construction Fund	General Obligation Fund	CBDG Fund	Miscellaneous Grants Fund	Capital Grants Projects Fund	Solid Waste Fund	Stormwater Utility Fund
Receivable Fund:							
General Fund	\$ 4,062,960	\$ 3,476	\$ 279,998	\$ 202,604	\$ 695,945	\$ -	\$ -
Water and Sewer Fund	-	-	-	-	-	2,350,680	378,666
Total	<u>\$ 4,062,960</u>	<u>\$ 3,476</u>	<u>\$ 279,998</u>	<u>\$ 202,604</u>	<u>\$ 695,945</u>	<u>\$ 2,350,680</u>	<u>\$ 378,666</u>
							<u>\$ 7,974,329</u>

Interfund Transfers

	Transfers To:			
	General Fund	CRA	Solid Waste	Nonmajor Governmental
Transfers from:				
General Fund	\$ -	\$ -	\$ -	\$ 4,367,964
Community Redevelopment Agency	1,104,732	-	-	-
Nonmajor Governmental Funds	661,783	-	12,500	7,296
Solid Waste Fund	283,461	-	-	-
Total	<u>\$ 2,049,976</u>	<u>\$ -</u>	<u>\$ 12,500</u>	<u>\$ 4,375,260</u>
				<u>\$ 6,437,736</u>

Transfers to the General Fund represent amounts paid by the nonmajor governmental funds for matching grant requirements for expenditures which were accounted for in the General Fund. The Community Redevelopment Agency Fund (CRA) is required to transfer amounts to the General Fund in connection with debt service payments made by the General Fund on behalf of the CRA. Transfers to nonmajor governmental funds represent payments for the City's match in connection with grants that the City participates in cost sharing for the funded project. Transfers to the General Obligation Debt Service Fund represent payment of debt service.

H. Capital Leases

The City has entered into master lease purchase agreements and other lease arrangements as lessee for financing the acquisition of equipment for public safety, public works and for parks and recreational facilities.

The City has also financed the acquisition of sanitation vehicles in its Solid Waste enterprise fund. These lease agreements qualify as capital leases for accounting purposes and, therefore, have been

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE III. DETAILED NOTES ON ALL FUNDS

H. Capital Leases

recorded at the present value of their future minimum lease payments as of the date of inception.

The City has entered into a lease purchase agreement as lessee for the acquisition and finance of its Energy Performance Projects. This lease agreement qualify as capital leases for accounting purposes and, therefore, have been recorded at the present value of their future minimum lease payments as of the date of inception.

The future minimum lease obligations and the net present value of the minimum lease payments as of September 30, 2019, were as follows:

Fiscal Year	Governmental Activities	Business- type Activities	Total
2020	\$ 363,593	\$ 473,816	\$ 837,409
2021	246,200	658,396	904,596
2022	-	542,963	542,963
2023	-	601,420	601,420
2024	-	660,101	660,101
2025-2029	-	4,145,386	4,145,386
2030-2034	-	5,045,817	5,045,817
Total minimum lease payments	609,793	12,127,899	12,737,692
Less: amount representing interest	(8,723)	(2,431,454)	(2,440,177)
Present value of future minimum lease payments	<u>\$ 601,070</u>	<u>\$ 9,696,445</u>	<u>\$ 10,297,515</u>

As of September 30, 2019, the equipment held under capital leases for governmental activities and business-type activities were \$1,752,172 and \$1,123,600, respectively. Accumulated depreciation for equipment held under capital leases was \$1,051,303 and \$674,160 for governmental and business-type activities, respectively, as of September 30, 2019.

I. Long-Term Debt

1. Governmental Activities Debt:

- *General Obligation Bonds, Series 2000* – The original amount of this issue was divided into two series: Series “A,” for which \$9,978,847 in bonds were issued, and Series “B,” for which \$2,820,183 in bonds were issued. The proceeds of these bonds were used to finance the construction of a public safety complex, a public works facility, parks improvements, right-of-way improvements and expansion of the senior services facilities. The combined outstanding bonds of the issue, \$3,073,949, have interest rates that range from 4.25% to 6.08%. For Series A, principal is due annually on April 1st and interest is payable semi-annually on April 1st and October 1st with the final maturity date being October 1, 2024.
- *General Obligation Bonds, Series 2012B-2* – The original amount of this issue was \$14,770,000. The proceeds of these bonds were used to refund previously issued debt, namely Florida Municipal Loan Council Revenue Bonds, Series 2000B; Series 2003A and Series 2003B. The interest rates on these bonds range from 2% to 5%. The principal is due annually on April 1st and interest is payable semi-annually on April 1st and October 1st with the final maturity date being October 1, 2028. The principal and interest of this issue will be

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE III. DETAILED NOTES ON ALL FUNDS

I. Long-Term Debt

1. Governmental Activities Debt:

payable from and secured by the City's ad valorem taxes. For the current year, principal and interest of \$973,550 was paid. Ad valorem taxes amounted to \$41,337,606. The outstanding balance for this issue at year end amounted to \$10,900,000.

- *Covenant Bonds*, Series 2012B-1 – The original amount of this issue was \$20,090,000. The proceeds of this bond issue were to repay previously issued debt as well as to finance the construction of parks and right of way improvements, in addition to citywide street improvements. The interest rates on these bonds range from 2.00% to 4.00%. Principal is due annually on October 1st and interest is payable semi-annually on April 1st and October 1st, with the final maturity date being October 1, 2032. The remaining outstanding bonds of this issue total \$13,995,000 with total interest payable of \$2,557,978 over the remainder of the term of the bonds. For the current year, principal and interest of \$1,559,619 was paid.
- *Covenant Bonds*, Series 2018 – The original amount of this issue was \$36,155,000. The proceeds of this bond issue were to repay previously issued debt, Series 2006 Covenant Bonds, as well as to finance the renovation and construction of City facilities, parks and citywide street improvements. The interest rates on these bonds range from 2.44% to 5.25%. Principal is due annually on December 1st and interest is payable semi-annually on June 1st and December 1st, with the final maturity date being December 1, 2042. The remaining outstanding bonds of this issue total \$36,155,000 with total interest payable of \$30,217,763 over the remainder of the term of the bonds. For the current year, no principal was paid, interest of \$2,146,485 was paid.

2. Business-type Activities Debt:

- *Loans Payable* – The City has entered into two loan agreements with the State of Florida Department of Environmental Protection. The primary purpose of these loans is to construct water and wastewater facilities. As of September 30, 2009, the City borrowed \$8,662,208, with interest rates ranging from 2.27% to 3.57%. As of September 30, 2019 the outstanding principal amount of these loans totaled \$3,769,658. Principal and interest payments on the two Florida Water Pollution Control Construction loans are due on April 15 and October 15 of each year. At September 30, 2019, the unpaid principal balances of Water Pollution Control Loan No. WW69302L and Loan No. WW693030 were \$636,959, and \$3,132,699, respectively. Revenues of the Water and Sewer System have been pledged as security for repayment of these loans. Total principal and interest paid during the current year totaled \$528,306.
- *Wells Fargo Loan* - On April 9, 2015, the City issued Wells Fargo Revenue Loan in the amount of \$8,580,000. The loan matures on November 15, 2021. The loan bears interest on the outstanding principal balance at 1.63%. Payments are due annually starting November 15, 2015. The proceeds of this loan was used to refund State Revenue Loan No. DW060610, which was paid in full, and the liability for this loan was removed from the Business-type activities column in the statement of net position. As of September 30, 2019, the principal balance outstanding was \$3,810,000. The principal and interest paid during the current year totaled \$1,302,128.
- *Bank of America Revenue and Refunding Note, Series 2018* – On June 13, 2018, the City entered into a loan agreement with Bank of America in the amount of \$11,397,243. The proceeds of this bond issue were used to refund the Florida Municipal Loan Council Revenue

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE III. DETAILED NOTES ON ALL FUNDS

I. Long-Term Debt

2. Business-type Activities Debt:

Bonds, Series 2008A. The reacquisition price exceeded the net carrying amount of the old debt by \$85,603. This amount is being netted against the new debt and amortized over the remaining life of the refunded debt, which is shorter than the life of the new debt issued. This refunding was undertaken to reduce the total debt service payments over the next 10 years by \$1,068,336 and resulted in an economic gain of \$914,540. The interest rate on the new debt is 3.07%. Principal is due annually on October 1st and interest is payable semiannually on April 1st and October 1st, with the final maturity date being October 1, 2028. As of September 30, 2019, the principal balance outstanding was \$10,595,004. The principal and interest paid during the current year totaled \$1,129,335.

3. Changes in Long-Term Liabilities:

The following is a summary of changes in long-term liabilities for the year ended September 30, 2019:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Bonds payable:					
General obligation bonds	\$ 15,073,186	\$ -	\$ 1,099,234	\$ 13,973,948	\$ 1,096,610
Covenant bonds	51,265,000	-	1,115,000	50,150,000	1,225,000
Plus: Deferred amounts for premiums/discounts	6,411,084	-	85,965	6,325,119	-
Total bonds payable	72,749,270	-	2,300,199	\$ 70,449,067	2,321,610
Capital leases	951,425	-	350,355	601,070	356,577
Compensated absences	1,659,962	1,388,768	1,722,535	1,326,195	1,308,808
Claims and judgments	5,607,794	8,250,421	6,029,044	7,829,171	805,946
Total governmental activities long- term liability	<u>\$ 80,968,451</u>	<u>\$ 9,639,189</u>	<u>\$ 10,402,133</u>	<u>\$ 80,205,503</u>	<u>\$ 4,792,941</u>
Business-type activities:					
Bonds payable	\$ 11,397,243	\$ -	\$ 802,239	\$ 10,595,004	\$ 916,878
Loans payable	9,246,973	-	1,667,314	7,579,659	1,697,024
Capital leases	610,114	9,311,000	224,669	9,696,445	240,659
Compensated absences	1,424,175	733,770	897,905	1,260,040	766,892
Total business-type activities long-term liabilities	<u>\$ 22,678,505</u>	<u>\$ 10,044,770</u>	<u>\$ 3,592,127</u>	<u>\$ 29,131,148</u>	<u>\$ 3,621,453</u>

The governmental activities claims and judgments as well as compensated absences are generally liquidated by the General Fund. The General Fund has been the governmental fund typically used to liquidate the net pension liabilities and total OPEB liabilities.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE III. DETAILED NOTES ON ALL FUNDS

I. Long-Term Debt

4. Summary of Annual Debt Service Requirements

The annual debt service requirements to maturity for debt outstanding as of September 30, 2019 are as follows:

Governmental Activities Debt						
Year Ending September 30	General Obligation Bonds			Covenant Bonds		
	Principal	Interest	Total	Principal	Interest	Total
2020	\$ 1,096,610	\$ 1,397,240	\$ 2,493,850	\$ 1,225,000	\$ 2,244,419	\$ 3,469,419
2021	1,092,061	1,401,089	2,493,150	1,395,000	2,206,994	3,601,994
2022	1,085,902	1,407,398	2,493,300	1,440,000	2,160,756	3,600,756
2023	1,076,232	1,417,556	2,493,788	1,500,000	2,103,769	3,603,769
2024	1,067,961	1,424,252	2,492,213	1,560,000	2,051,394	3,611,394
2025-2029	8,555,182	4,081,338	12,636,520	8,650,000	9,418,332	18,068,332
2030-2034	-	-	-	10,695,000	7,373,841	18,068,841
2034-2038	-	-	-	13,655,000	4,408,000	18,063,000
2039-2042	-	-	-	10,030,000	808,238	10,838,238
Total	<u>\$ 13,973,948</u>	<u>\$ 11,128,873</u>	<u>\$ 25,102,821</u>	<u>\$ 50,150,000</u>	<u>\$ 32,775,743</u>	<u>\$ 82,925,743</u>

Business-type Activities Debt						
Year Ending September 30	Revolving Loans			Revenue Bonds		
	Principal	Interest	Total	Principal	Interest	Total
2020	\$ 1,697,024	\$ 133,138	\$ 1,830,162	\$ 916,878	\$ 487,014	\$ 1,403,892
2021	1,717,071	102,694	1,819,765	881,859	445,562	1,327,421
2022	1,767,281	71,620	1,838,901	926,566	402,070	1,328,636
2023	477,718	50,588	528,306	972,178	356,405	1,328,583
2024	488,390	39,916	528,306	1,020,035	308,492	1,328,527
2025-2029	1,432,175	53,871	1,486,046	5,877,488	737,224	6,614,712
Total	<u>\$ 7,579,659</u>	<u>\$ 451,827</u>	<u>\$ 8,031,486</u>	<u>\$ 10,595,004</u>	<u>\$ 2,736,767</u>	<u>\$ 13,331,771</u>

5. Pollution Remediation

The City accepted approximately 44.65 acres of donated land in October 2011 from a private donor. The City plans to redevelop the land and eventually use it for community facilities and recreation, as well as open space. The land has been found to contain contamination from toxic substances. According to studies conducted to determine the extent of the pollution and the expected costs of remediation can range between \$150,000 and \$4,000,000 depending on the prospective use of the land. The donor has contributed \$250,000 towards the future costs of clean-up. No remediation efforts had begun as of September 30, 2019. The remediation outlays are considered necessary to prepare the asset for its intended use, and will be capitalized as part of the newly developed asset as expenditures are incurred, and therefore no expenditure and liability have been accrued at this time.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE IV. OTHER INFORMATION

A. Restricted Assets

The amounts shown below are those assets restricted by sources external to the City. Ordinances and bond covenants pertaining to long-term debt and other agreements require segregation and restriction of certain assets represented by the following amounts as of September 30, 2019:

Governmental Activities

	<u>Total</u>
Community Redevelopment Agency	\$ 4,144,781
Cemetery Trust Fund	1,292,944
Local option gas tax	1,976,019
Impact Fees Fund	720,552
Grants funds	855,667
Target Area Trust Fund	729,398
Beautification and Landscape Trust Fund	593,960
Nuisance Abatement Assessment Fund	109,173
Crime Prevention Trust Fund	80,667
General Trust Fund	1,356,839
Parking Deviation Fund	82,768
General Construction Fund	38,888,772
General Obligation Debt Service Fund	5,216,531
Total governmental activities restricted assets	<u>\$ 56,048,071</u>

Business-type Activities

	<u>Water and Sewer Fund</u>	<u>Solid Waste Fund</u>	<u>Total</u>
Customer deposits	\$ 571,875	\$ 5,198	\$ 577,073
Bond construction accounts	709,553	-	709,553
Revolving loan covenant accounts	1,174,491	-	1,174,491
Total business-type activities restricted assets	<u>\$ 2,455,919</u>	<u>\$ 5,198</u>	<u>\$ 2,461,117</u>

B. Restricted Net Position

Restricted net position in the government-wide statements include the following:

<u>Purpose</u>	<u>Amount</u>
Improvements to and programs within the Community Redevelopment Area	\$ 4,057,043
State Housing Initiative/Neighborhood Stabilization Grant Programs	362,513
Roadway improvements/parking system improvements	2,528,227
Human services	3,912,887
Confiscated property seizures/code enforcement fines for crime prevention	2,880,813
Beautification and landscape projects	677,270
Parks and recreation programs	885,419
Perpetual care and general reserve operations for cemeteries	1,297,270
Debt service	4,537,565
Total restricted net position - governmental activities	<u>21,139,007</u>
Restricted for debt service (Water and Sewer Fund)	<u>1,174,491</u>
Total restricted net position - business-type activities	<u>1,174,491</u>
Total government-wide restricted net position	<u>\$ 22,313,498</u>

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE IV. OTHER INFORMATION

C. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; employee health; and natural disasters. Liability claims in the State of Florida are limited to some extent by Chapter 768.28 of the Florida Statutes, under the Doctrine of Sovereign Immunity. The General Fund provides coverage of up to \$175,000 per participant for employee health claims. The General Fund also provides coverage for workers compensation claims. The City retains the risk of loss up to \$200,000 for general liability claims. For property damage, the City has a deductible of \$500,000 for flood damage and \$5,000 for all other perils. For all other risks of loss, the City has purchased an excess coverage insurance policy covering individual claims in excess of these specified amounts. Settled claims did not exceed the commercial coverage in any of the past three fiscal years.

Various funds of the City participate in the risk management program and make payments to the General Fund based on estimates of the amounts needed to cover costs of current year's claims. Claim expenditures and liabilities are reported when it is probable and a loss can be reasonably estimated. These losses include an estimate of claims that have been incurred but not reported (IBNRs). Claim liabilities are based upon the estimated ultimate cost of settling the claims including specific, incremental claim adjustment expenses, salvage, and subrogation and considering the effects of inflation and recent claim settlement trends including frequency and amount of payouts and other economic and social factors.

At September 30, 2019, the amount of these liabilities was \$7,829,171. Changes in the reported liability since October 1, 2018 resulted from the following:

Fiscal Year	Claims Payable October 1	Current Year's Claims and Changes in Estimates	Claims Payments	Liability September 30
2019	\$ 5,607,794	\$ 8,250,421	\$ (6,029,044)	\$ 7,829,171
2018	\$ 6,973,945	\$ 6,458,303	\$ (7,824,454)	\$ 5,607,794

D. Defined Benefit Pension Plans

1. Plan Description

The City of Deerfield Beach, as a single employer, maintains three defined benefit pension plans covering full-time firefighters employed by the City prior to October 1, 2011, police officers employed by the City prior to January 13, 1990, and non-uniformed employees hired before April 17, 1990. The Deerfield Beach Municipal Firefighters' Pension Trust Fund (the Fire Pension Plan), the City of Deerfield Beach Police Officers' Retirement Plan (the Police Pension Plan) and the City of Deerfield Beach Non-Uniformed Employees' Retirement Fund (the Non-uniformed Pension Plan) are individual plans administered for each of three employee categories: fire, police and non-uniformed personnel. Each plan is governed by its own board of trustees, which is responsible for establishing employee benefit provisions within the framework of Chapters 175 and 185 of the Florida Statutes and local ordinances. Retirement, disability and death benefits and annual cost-of-living adjustments are provided by all three plans to members and beneficiaries. New members are no longer admitted to any of the three defined benefit plans.

The financial statements for the City's pension plans are prepared using the accrual basis of accounting. Contributions from plan members are recognized in the period in which the contributions are due. The City's contributions are recognized when due and when a formal commitment to provide the contributions has been made. Benefits and refunds are recognized when due and payable in accordance with the terms of each individual plan. All plan investments are reported at fair value with the exception of money market funds which are reported at amortized cost. Securities traded on a

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE IV. OTHER INFORMATION

D. Defined Benefit Pension Plans

1. Plan Description

national exchange are valued at the last reported sales price on the plan's fiscal year end. Securities without an established market price are reported at estimated fair value.

The Fire Pension Plan, as well as the Police Officers' Retirement Plan, issue publicly available financial reports that include financial statements and required supplementary information. The reports for the Police Officers' Retirement Plan may be obtained by writing or calling the following: Pension Resource Center, 4360 Northlake Blvd., Suite 206, Palm Beach Gardens, FL 33410; (561) 624-3277. The reports for the Fire Pension Plan may also be obtained by contacting the following: Freiman Little Actuaries, LLC; 4105 Savannahs Trail; Merritt Island, FL 32953; (321) 453-6542.

The Non-uniformed Employees' Retirement Plan also issues publicly available financial reports. These reports may be obtained via written request to the following: Benefits USA, Inc., 3810 Inverrary Blvd, Suite 302, Lauderhill, Florida 33319; or by calling (800) 425-2454.

On January 13, 1990 the police officers of the City of Deerfield Beach merged with the Broward County Sheriff's Office. State law provides that these officers, who are now employees of the Broward County Sheriff's Office, could make an irrevocable election to remain in the City's pension plan. On October 1, 2012, the firefighters of the City of Deerfield Beach also merged with the Broward Sheriff's Office. Like the police officers, they were also allowed to make an irrevocable election to remain in the City's pension plan or join the Florida Retirement System.

2. Funding Policy

The Board of trustees of each plan establishes and may amend the contribution requirements of plan members and of the City.

The Fire Pension Fund, as well as the Police Pension Fund, is partially funded by contributions from the State of Florida. The state's contribution to the pension funds consists of excise taxes collected on fire and casualty insurance premiums on policies written within the City limits. For fiscal year 2019, the state contributed \$649,209 and \$745,040 to the Fire Pension and Police Pension Funds, respectively. On-behalf payments of fringe benefits and salaries for the City's employees were recognized as revenues and expenditures during the period.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE IV. OTHER INFORMATION

D. Defined Benefit Pension Plans

2. Funding Policy

Information regarding fiscal year 2019 participant data for the three pension plans is as follows:

	Fire	Police	Non-uniformed	Total
Plan membership as of actuarial valuation date	10/01/2018	10/01/2018	10/01/2018	
Inactive members or beneficiaries currently receiving benefits	122	75	135	332
Inactive members entitled to but not yet receiving benefits	0	0	1	1
Active member	78	0	3	81
	<u>200</u>	<u>75</u>	<u>139</u>	<u>414</u>

Covered employees in the fire and non-uniformed defined benefit plans are required to contribute 9% of their gross salary. Beginning on January 13, 1990, participants in the police pension plan were no longer required to contribute to the plan. The member's contribution rate is fixed by the authorizing ordinance and the City's contribution rate is actuarially determined. The actuarial assumptions and three to five-year smoothed market methods were selected to fund the plans with the intent of producing future required employer contributions which remain fairly level as a percentage of covered payroll. The contribution rate for normal cost is determined using the entry age or the aggregate cost method, depending on the plan, over a 15 to 30 year period.

3. Net Pension Liability

The component of net pension liability as of September 30, 2018 (measurement date) were as follows:

	Fire	Police	Non-uniformed	Total
Total pension liability	\$ 154,893,179	\$ 61,673,955	\$ 60,535,559	\$ 277,102,693
Plan fiduciary net position	(119,214,394)	*(43,182,442)	(55,602,268)	(217,999,104)
City's net pension liability	<u>\$ 35,678,785</u>	<u>\$ 18,491,513</u>	<u>\$ 4,933,291</u>	<u>\$ 59,103,589</u>
Plan fiduciary net position as a percentage of the total pension liability	76.97 %	70.02 %	91.85 %	

*The plan fiduciary net position above does not agree to the beginning plan fiduciary net position presented in the statement of changes in fiduciary net position. The difference of \$13,700 was caused by an adjustment that was made after the Actuary finalized their report.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE IV. OTHER INFORMATION

D. Defined Benefit Pension Plans

	Fire	Police	Non-uniformed
Total pension liability - beginning	\$ 147,956,266	\$ 61,456,996	\$ 61,961,609
Changes for the year:			
Service cost	2,845,745	-	75,770
Interest	10,937,984	3,836,745	4,144,079
Difference between expected and actual experience	1,865,722	58,615	26,603
Change of assumptions	509,219	712,839	-
Share plan allocation	-	469,049	-
Benefit payments	(9,204,187)	(4,860,289)	(5,672,502)
Refunds	(17,570)	-	-
Net change in total pension liability	6,936,913	216,959	(1,426,050)
Total pension liability - ending (a)	154,893,179	61,673,955	60,535,559
Plan fiduciary net position - beginning	113,600,220	41,353,825	55,774,730
Contributions - employer	5,307,928	2,149,466	1,645,642
Contributions - State of Florida	628,008	674,500	-
Contributions - employee	901,704	-	27,199
Net investment income	8,197,285	3,950,827	3,924,126
Benefit payments	(9,204,187)	(4,860,289)	(5,672,502)
Refund of member contributions	(17,570)	-	-
Administrative expenses	(198,994)	(85,887)	(96,927)
Net change in plan fiduciary net position	5,614,174	1,828,617	(172,462)
Plan fiduciary net position - ending (b)	\$ 119,214,394	\$ 43,182,442	\$ 55,602,268
Net pension liability (a-b)	35,678,785	18,491,513	4,933,291
Plan fiduciary net position as a percentage of total pension liability	76.97 %	70.02 %	91.86 %

4. Significant Actuarial Assumptions

The total pension liability was determined by an actuarial valuation as of October 1, 2017, and rolled forward to September 30, 2018, using the following actuarial assumptions.

Assumptions	Fire Pension	Police Pension	Non-Uniformed
Inflation	2.51%	N/A	4.00%
Salary increases	5.2% to 11%	N/A	6.00% per year
Investment rate of return	7.50%	6.50%	7.00%
Mortality	RP-2000 fully generational with scale BB	RP-2000 Table with no RP-2000 Disabled Table for disabled lives projection Disabled Lives: RP-2000 disabled males and females,	RP-2000 Mortality tables, fully generational with scale BB
Retirement age	N/A	N/A	Age 64 with 10 years of service or age 55 with 25 years of service

5. Pension Discount Rate

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE IV. OTHER INFORMATION

D. Defined Benefit Pension Plans

5. Pension Discount Rate

The discount rate used to measure the total pension liability was 7.50%, 6.50%, and 7.00% for the Fire, Police, and Non-Uniformed Pension plans respectively. This is a single rate that reflects the long-term expected rate of return on Pension plan investments expected to be used to finance the payment of benefits, including inflation. The projection of cash flows used to determine the discount rate assumed member contributions are made at 9% of pay and City contributions will be made in an amount equal to the difference between the actuarially determined contributions and member contributions. Fiduciary net position is projected to be sufficient to make projected benefit payments, for purposes of this determination.

Sensitivity of the net pension liability to changes in the discount rate follows for each plan:

Net Pension Liability

		Fire Pension Plan		
		1% Decrease	Current Discount Rate	1% Increase
Percent		6.50%	7.50%	8.50%
Net pension liability		\$52,365,533	\$35,678,785	\$21,841,774

		Police Pension Plan		
		1% Decrease	Current Discount Rate	1% Increase
Percent		5.50%	6.50%	7.50%
Net pension liability		\$25,664,356	\$18,491,513	\$12,545,403

		Non-uniformed Pension Plan		
		1% Decrease	Current Discount Rate	1% Increase
Percent		6.00%	7.00%	8.00%
Net pension liability		\$9,970,389	\$4,933,291	\$581,836

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE IV. OTHER INFORMATION

D. Defined Benefit Pension Plans

6. Investments - Long-Term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined by using a building-block method. Best estimate ranges of expected future real rates of return (expected returns net of investment expense and inflation) are developed for each major asset class. The long-term expected rate of return on investments is the best-estimate ranges weighted by the asset allocation plus expected inflation. Best estimates of arithmetic real rates of return for each major asset class as provided by the investment monitor for the Fire, Police and non-uniformed pension plans, respectively, are shown below.

Fire

Asset Class	Long-Term Expected Real Rate of Return
Domestic equity	8.12%
International equity	3.38%
Bonds	3.55%
Treasury inflation-protected securities	2.72%
Convertibles	6.68%
Private real estate	4.87%
REITS	6.79%
Infrastructure	6.30%
Hedge fund	4.04%

Police

Asset Class	Long-Term Expected Real Rate of Return
Domestic equity	7.50%
International equity	8.50%
Domestic bonds	2.50%
International bonds	3.50%
Real estate	4.50%

Non-Uniformed

Asset Class	Long-Term Expected Real Rate of Return
Large cap value equity	8.00%
Large cap growth equity	8.30%
Small cap core equity	9.95%
International equity	8.10%
Hedge fund	3.40%
Core private real estate	5.40%
Core fixed income	2.80%

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE IV. OTHER INFORMATION

D. Defined Benefit Pension Plans

7. Asset Allocation

The tables below indicate the fund investment policy targets, and actual asset allocations as of September 30, 2019:

Fire		
	Asset Class	Investment Policy
	Fixed income	18-60%
	TIPS	2-7%
	International equity	10-25%
	Large-cap core	5-12%
	Large-cap growth	5-12%
	Mid cap core	5-9%
	Small cap value	3-7%
	Convertibles	6-11%
	Defensive equity 50/50	3-10%
	Hedge fund	0
	Infrastructure	2-7%
	Real estate	0-17%
	Cash and cash equivalents	Minimal
Fire		
	Asset Class	Actual Allocation
	Fixed income	18.3%
	TIPS	2.9%
	International equity	16.7%
	Large-cap core	7.4%
	Large-cap growth	7.9%
	Mid cap core	7.5%
	Small cap value	5.0%
	Convertibles	9.5%
	Defensive equity 50/50	8.1%
	Hedge fund	0.9%
	Infrastructure	2.0%
	Real estate	11.1%
	Cash and cash equivalents	2.7%

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE IV. OTHER INFORMATION

D. Defined Benefit Pension Plans

7. Asset Allocation

Police

Asset Class	Investment Policy
Domestic equity	25-60%
International equity	10-20%
Fixed income	30-40%
Real estate fund	0-15%
Cash and cash equivalents	Minimal

Police

Asset Class	Actual Allocation
Domestic equity	46.00%
International equity	17.00%
Fixed income	18.00%
Real estate fund	17.00%
Cash and cash equivalents	2.00%

Non-Uniformed

Asset Class	Investment Policy
Domestic equity	30-65%
International equity	5-15%
Fixed income	20-40%
Hedge funds	0-10%
Real estate fund	0-10%
Cash and cash equivalents	Minimal

Non-Uniformed

Asset Class	Actual Allocation
Domestic equity	45.80%
International equity	10.00%
Fixed income	28.40%
Hedge funds	4.90%
Real estate fund	8.90%
Cash and cash equivalents	2.00%

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE IV. OTHER INFORMATION

D. Defined Benefit Pension Plans

8. Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

Pension expense and deferred outflows and deferred inflows of resources related to pensions: The net pension liability was measured as of September 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of October 1, 2017. The City reported deferred outflows of resources and deferred inflows of resources from the following sources:

Description	Deferred Outflows (Inflows)		
	Police	Fire	Non-Uniformed
Contributions subsequent to the measurement date	\$ 2,905,371	\$ 6,637,699	\$ 1,546,408
Difference between expected and actual experience	-	1,226,888	-
Change in assumptions	-	298,638	-
Difference between expected and actual earnings on investments	(2,510,793)	1,012,287	(240,293)
Total deferred outflows (inflows)	<u>\$ 394,578</u>	<u>\$ 9,175,512</u>	<u>\$ 1,306,115</u>

The deferred outflows of resources resulting from City contributions to the pension plans subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent year. The amount reported as a deferred inflow/outflow of resources related to the pension will be recognized in pension expense over the four remaining years as follows:

Fiscal Year Ending September 30	Police	Fire	Non-Uniformed
2020	\$ (599,055)	\$ 3,087,294	\$ 483,812
2021	(920,127)	(222,993)	(390,913)
2022	(725,251)	(373,257)	(300,536)
2023	(266,360)	46,769	(32,656)
Total	<u>\$ (2,510,793)</u>	<u>\$ 2,537,813</u>	<u>\$ (240,293)</u>

E. Defined Contribution Plan

The City has a defined contribution plan that was established on April 17, 1990 via Ordinance No. 1990-025. This plan covers all full-time employees who are not members of the City's defined benefit pension plans, previously described. This plan was established under the provisions of Section 401(a) of the Internal Revenue Code. The City has authorized the City Commission to establish and amend all plan provisions. The assets of the plan are self-directed, and investment results are reported to participants/employees on a quarterly basis. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment returns thereon. The City does not have fiduciary accountability for the plan and, accordingly, the plan is not reported in the accompanying financial statements.

The City contributed 8% of salaries to the plan on a bi-weekly basis, for a contribution for the year ending September 30, 2019 of \$1,731,735. The plan requires a 4% match of all participants. Plan participants become fully vested in the plan after five years of service. Total member contributions for the fiscal year totaled \$877,952.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE IV. OTHER INFORMATION

F. Deferred Compensation Plan

The City offers certain employees the opportunity to participate in a deferred compensation plan that was created on December 1, 1987, via resolution C1987/114. This plan was established in accordance with Section 457 of the Internal Revenue Code. The plan permits employees to defer a portion of their salaries until future years. At the employee's election, such amounts may be invested in mutual funds with varying degrees of risk and return. Loans may be taken against an employee's account for specified purposes. All amounts of compensation deferred under a "Section-457" plan, all property and rights purchased with those amounts, and all investment earnings, are held in trust for the exclusive benefit of the plan's participants and their beneficiaries. Since the City has no control over these assets, they are not reflected in the City's financial statements.

The International City Management Association Retirement Corporation acts as agent for the employees in administering both the defined contribution as well as the deferred compensation plans described above.

G. Community Redevelopment Agency

Pursuant to Florida Statute 163.387, listed below is a summary of the sources and amounts of deposits to, and the purpose and amounts of withdrawals from, the Community Redevelopment Agency Funds (CRA) for the fiscal year ended September 30, 2019:

	<u>Deposits</u>	<u>Withdrawals</u>
Source of deposits:		
Tax increment revenues	\$ 3,878,116	\$ -
Investment income	70,187	-
Other revenue	193	-
Purpose of withdrawals:		
Debt service - principal	-	128,300
Other contractual	-	167,901
Administrative and overhead	-	1,664,925
Economic development	-	643,174
Advertising	-	5,358
Supplies	-	25,228
Total	<u><u>\$ 3,948,496</u></u>	<u><u>\$ 2,634,886</u></u>

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE V. COST SHARING DEFINED BENEFIT PLANS

Effective November 6, 2001, the City of Deerfield Beach commenced participation in the Florida Retirement System (FRS), a cost-sharing multiple employer Public Employee Retirement System (PERS). There are two defined benefit plans as part of the Florida Retirement System. The FRS is a cost-sharing, multiple-employer defined benefit pension plan with a Deferred Retirement Option Program (DROP) for eligible employees. The Health Insurance Subsidy Program (HIS) is a cost-sharing, multiple-employer defined benefit pension plan. The FRS and HIS were created by the Florida Legislature and are administered by the State of Florida.

Only Elected members of the City Commission are eligible to enroll as members of the State-administered FRS. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature.

The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost-sharing, multiple-employer defined benefit plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services' website:

(http://www.dms.myflorida.com/workforce_operations/retirement/publications).

A. Plan Description

FRS Pension Plan

The FRS Pension Plan (Plan) is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees. Only Elected Officials participate in this plan.

Employees enrolled in the Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service (except for members classified as special risk who are eligible for normal retirement benefits at age 55 or at any age after 25 years of service). All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service (except for members classified as special risk who are eligible for normal retirement benefits at age 60 or at any age after 30 years of service). Members of the Plan may include up to 4 years of credit for military service toward creditable service.

The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

HIS Plan

The Retiree Health Insurance Subsidy Program (HIS Plan) is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of the State-administered retirement systems in paying their health insurance costs and is administered by the

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE V. COST SHARING DEFINED BENEFIT PLANS

A. Plan Description

HIS Plan

Division of Retirement within the Florida Department of Management Services.

B. Benefits Provided

FRS Pension Plan

Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits. The following chart shows the percentage value for each year of service credit earned:

Elected Officers' Class: 3.00%

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3 percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3 percent determined by dividing the sum of the pre-October 2011 service credit by the total service credit at retirement multiplied by 3 percent. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

HIS Plan

For the fiscal year ended September 30, 2019 eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

C. Contributions

FRS Pension Plan

The Florida Legislature establishes contribution rates for participating employers and employees. Employees are required to contribute 3% of gross salary. Employer contribution is based on class. For the fiscal year ended September 30, 2019, the contribution rate for Elected Officers' Class for the period October 1, 2018 through June 30, 2019 and from July 1, 2019 through September 30, 2019 was 42.47% and 45.47% percent, respectively.

The City's contributions for FRS totaled \$73,410 and employee contributions totaled \$4,047 for the fiscal year ended September 30, 2019.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE V. COST SHARING DEFINED BENEFIT PLANS

C. Contributions

HIS Plan

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2019, the HIS contribution was 1.66 percent. The City contributed 100 percent of its statutorily required contributions for the current year and preceding three years. The HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled.

D. Pension Liabilities, Pension Expense, and Deferred Outflows/Inflows of Resources Related to Pensions

At September 30, 2019, the City reported liabilities of \$815,338 for its proportionate share of the FRS net pension liability and \$57,747 for the HIS net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2019. The City's proportionate share of the net pension liability was based on the City's fiscal year 2019 contributions relative to the fiscal year 2018 contributions of all participating members.

For the fiscal year ended September 30, 2019, the City recognized pension expense of \$171,102. In addition, the City reported, in the government-wide financial statements, deferred outflows of resources and deferred inflows of resources related to both plans from the following sources:

<u>Description</u>	Deferred Outflows of Resources		
	FRS	HIS	Total
Differences between expected and actual experience	\$ 48,360	\$ 701	\$ 49,061
Change of assumptions	209,414	6,687	216,101
Net difference between projected and actual earnings on plan investments	-	37	37
Changes in proportion and differences between City contributions and proportionate share of contributions	55,367	3,067	58,434
City contributions subsequent to measurement date	17,429	659	18,088
Total deferred outflows of resources	<u>\$ 330,570</u>	<u>\$ 11,151</u>	<u>\$ 341,721</u>

<u>Description</u>	Deferred Inflows of Resources		
	FRS	HIS	Total
Differences between expected and actual experience	\$ 506	\$ 71	\$ 577
Change of assumptions	-	4,720	4,720
Net difference between projected and actual earnings on plan investments	45,109	-	45,109
City contributions subsequent to measurement date	10,887	1,456	12,343
Total deferred inflows of resources	<u>\$ 56,502</u>	<u>\$ 6,247</u>	<u>\$ 62,749</u>

The deferred outflows of resources related to pensions, totaling \$18,088, resulting from City contributions subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the subsequent fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE V. COST SHARING DEFINED BENEFIT PLANS

D. Pension Liabilities, Pension Expense, and Deferred Outflows/Inflows of Resources Related to Pensions

Fiscal Year Ending September 30	Employer Share of Deferred Outflows/Deferred Inflows		
	FRS	HIS	Total
2020	\$ 100,681	\$ 1,360	\$ 102,041
2021	29,390	1,243	30,633
2022	61,232	737	61,969
2023	47,510	180	47,690
2024	14,077	243	14,320
Thereafter	3,749	482	4,231
Total	<u>\$ 256,639</u>	<u>\$ 4,245</u>	<u>\$ 260,884</u>

E. Actuarial Assumptions

Actuarial assumptions for both cost-sharing defined benefit plans are reviewed annually by the Florida Retirement System Actuarial Assumptions Conference. The FRS plan has a valuation performed annually. The HIS Program has a valuation performed biennially that is updated for GASB reporting in the year a valuation is not performed. The total pension liability was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Mortality table	Generational RP-2000 with	
Experience study	Projection Scale BB Tables	
Actuarial cost method	7/1/08 - 6/30/13	
	Individual entry age normal	
	FRS	HIS
Investment rate of return	6.90 %	3.50 %
Projected salary increases	3.25 %	3.25 %
Inflation	2.60 %	2.60 %

F. Long-term Expected Rate of Return

FRS Pension Plan

The long-term expected rate of return on the plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1%	3.3%	3.3%	1.2%
Fixed income	18%	4.1%	4.1%	3.5%
Global equity	54%	8.0%	6.8%	16.5%
Real estate (property)	11%	6.7%	6.1%	11.7%
Private equity	10%	11.2%	8.4%	25.8%
Strategic investments	6%	5.9%	5.7%	6.7%
	<u>100%</u>			
Assumed inflation-mean			2.6%	1.7%

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE V. COST SHARING DEFINED BENEFIT PLANS

F. Long-term Expected Rate of Return

FRS Pension Plan

Note: As outlined in the Plan's investment policy.

G. Discount Rate

The discount rate used to measure the total pension liability was 6.90% for the FRS plan. The fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

The HIS program uses a pay as you go funding structure, so therefore, the depletion date is considered to be immediate and the single equivalent discount rate is equal to the municipal bond rate. The municipal bond rate of 3.50% was used to determine the total pension liability for the program. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

H. Sensitivity of the City's Proportionate Share of the Net Position Liability to Changes in the Discount Rate

The following table presents the sensitivity of the City's proportionate share of the net pension liability to changes in the discount rate. The sensitivity analysis shows the impact to the City's proportionate share of the net pension liability if the discount rate was 1.00% lower or 1.00% higher than the current discount rate at June 30, 2019.

	City's Proportionate Share of the Net Pension Liability		
	1% Decrease	Current Discount Rate	1% Increase
Pension Plan	5.90%	6.90%	7.90%
FRS	\$ 1,409,447	\$ 815,338	\$ 319,156

	1% Decrease	Current Discount Rate	1% Increase
Pension plan	2.50%	3.50%	4.50%
HIS	\$ 65,921	\$ 57,747	\$ 50,939

I. Pension Plan Fiduciary Net Position

Detailed information about the fiduciary net position of both benefit plans are available in the separately issued FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

J. Summary of Pension Expense, Deferred Outflows/Inflows of Resources Related to all Pensions of the City

For the year ended September 30, 2019, the City recognized pension expense of \$(757,184). as the result of GASB Statement No. 68. Deferred outflows and inflows of resources and Net Pension Liability related to pensions are as follows.

	Non-Uniformed Pension	Police Pension	Fire Pension	FRS/HIS Pension	Total
Deferred outflows	\$ 2,421,133	\$ 3,226,444	\$ 10,566,875	\$ 341,720	\$ 16,556,172

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE V. COST SHARING DEFINED BENEFIT PLANS

**J. Summary of Pension Expense, Deferred Outflows/Inflows
of Resources Related to all Pensions of the City**

	Non- Uniformed Pension	Police Pension	Fire Pension	FRS/HIS Pension	Total
Deferred inflows	1,115,018	2,831,866	1,391,363	62,749	5,400,996
Net pension liability	4,933,291	18,491,513	35,678,785	873,085	59,976,674
Pension expense	(790,500)	(1,124,169)	986,383	171,102	(757,184)

NOTE VI. OTHER POST EMPLOYMENT BENEFITS

A. Plan Description

The City's Other Postemployment Benefits (OPEB) are presented in accordance with GASB Statement No. 75, which replaces GASB Statement No. 45 "Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions."

Benefit Description and Funding Policy

The City provides a single employer defined benefit post-employment health insurance benefit to its general employees, firefighters and police officers who are members of the Deerfield Beach Municipal Police Officers' Retirement Trust Fund. The City offers three fully-insured PPO plans to retirees. The City pays the premiums for the retiree only until the age of 65. The retiree pays the premium for an optional Medicare Supplementary coverage offered to post-65 retirees. Spouses of retired participants are eligible to participate in the retiree health care plan. Coverage continues to surviving spouses of deceased retirees for firefighters only. Coverage is terminated for spouses of all other retirees upon the death of the retiree.

Pursuant to Section 112.0801, Florida Statutes, general employees, firefighters and police officers who retire from the City may continue their participation in a City-sponsored health and/or dental insurance plan at the same premiums applicable to active employees. Since retiree claims are expected to result in higher costs to the plan, on average, than those for active employees on an actuarial basis, there is an implicit subsidy included in the premiums for the retirees.

Investments. The OPEB plan does not have a formal investment policy. The City uses the Pay-As-You-Go-Approach of funding to provide benefits to participants of the plan.

Benefits. Benefit provisions and City contribution requirements are established and may be amended by the City Commission. The City currently provides direct subsidies for certain retirees by paying a portion of the retiree's premium for individual coverage. As of September 30, 2019, there were 211 retired employees receiving a monthly benefit with an additional 357 eligible for participation in the future.

Employees Covered by benefit terms. As of September 30, 2018, employees membership data related to the plan is as follows:

Active employees	\$ 357
Retirees, Beneficiaries, and Disabled Members	211
Total	<u>568</u>
Covered Payroll	21,293,411
City's Total OPEB Liability as a percentage of Covered Employee Payroll	143.16 %

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE VI. OTHER POST EMPLOYMENT BENEFITS

A. Plan Description

B. Schedule of Changes in Total OPEB Liability

The City's total OPEB Liability (TOL) was measured as of October 1, 2018, and was determined by an actuarial valuation as of October 1, 2017. As of September 30, 2019, the reported TOL of \$30,482,709, represents 143.16% of covered payroll. The components of TOL are as follows:

Balance at 10/01/2017	\$ 76,720,072
Changes for the Year	
Service cost	3,203,104
Interest	2,753,484
Differences between expected and actual experience	(24,830,544)
Changes in assumptions or other inputs	1,419,623
Changes of Benefit terms	(26,256,835)
Benefit Payments	(2,526,195)
Net changes	<u>(46,237,363)</u>
Balance at 09/30/2018	<u>\$ 30,482,709</u>
 Covered payroll	 \$ 21,293,411

*Covered payroll is based on pay provided for the October 1, 2017 Actuarial Valuation projected to October 1, 2018. GASB Statement No. 75 requires actual covered payroll for the measurement period.

C. Discount Rate and Sensitivity Disclosures

Discount Rate

The City's OPEB plan does not have a GASB compliant trust; therefore, the discount rate equals the tax exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date.

A discount rate of 3.64% was used to measure the October 1, 2018 Total OPEB Liability. A discount rate of 3.50% was used for the beginning of the measurement period. These rates are based on the Fidelity 20-Year Municipal GO AA Index - daily rate closest or equal to but not later than the respective measurement dates.

Sensitivity of the Total OPEB Liability to the Discount Rate Assumption

The chart below represents the total OPEB liability of the City, calculated using the 3.64%, discount rate, as well as what the total OPEB liability would be if it were calculated using a discount rate that is 1-percentage point lower (2.64%) or 1-percentage point higher (4.64%) than the current rate.

Measurement date: October 1, 2018

	<u>1% Decrease</u>	<u>Current Discount Rate</u>	<u>1% Increase</u>
Discount Rate	2.64 %	3.64 %	4.64 %
Total OPEB Liability	\$ 36,446,257	\$ 30,482,709	\$ 25,929,962

Sensitivity of the Total OPEB Liability to the Healthcare Cost Trend Rate Assumption

The chart below represents the total OPEB liability of the City, calculated using the 4.0% to 8.0%,

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE VI. OTHER POST EMPLOYMENT BENEFITS

C. Discount Rate and Sensitivity Disclosures

as well as what the total OPEB liability would be if it were calculated using a healthcare trend rate that is 1-percentage point lower (3.0% to 7.0%) or 1-percentage point higher (5.0% to 9.0%) than the current rate.

	1% Decrease	Current Healthcare Cost Trend Rate	1% Increase
Discount Rate	3.0% to 7.0%	4.0% to 8.0%	5.0% to 9.0%
Total OPEB Liability	\$ 25,978,012	\$ 30,482,709	\$ 36,507,313

D. Actuarial Assumptions and Other Inputs

The Total OPEB Liability was determined based on several actuarial assumptions using the Actuarial Cost Method. Total OPEB liability was calculated by an actuarial valuation as of October 1, 2017, with a measurement date of October 1, 2018, using the following assumptions, applied to all prior periods included in the measurement:

Measurement Date	10/1/2018
Actuarial valuation date	10/1/2017
Inflation	2.50% - not explicitly used in valuation
Salary increases	Varies by Service
Discount Rate	3.64%
Projected salary increases	4.0% - 8.0%
Healthcare cost trend rates	8.0% based on the Getzen Model
Retirees' share of benefit-related costs	Retirees pay various portions of full blended premium for individual coverage.
Discount rate - based on the Fidelity 20-Year Municipal GO AA Index	

Mortality rates – Healthy members based on various RP-2000 mortality tables with varying collar

adjustments and generational mortality improvements with Scale BB. Disabled Employees based on RP-2000

Disabled mortality tables setback 4 years for males and set forward 2 years for females with no projected improvements.

Experience Study – The actuarial assumptions used in the October 1, 2016 actuarial valuation for certain members are based upon results of experience studies conducted by the Florida Retirement System as of 2014.

**E. Statement of OPEB Expense and Deferred Outflows/Inflows of Resources
Related to OPEB under GASB Statement No. 75**

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB - Reporting Date.

Negative OPEB Expense for Fiscal Year Ended September 30, 2019	\$25,282,320
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Summary of Outstanding Deferred Inflows and Outflows of Resources related to OPEB.

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE VI. OTHER POST EMPLOYMENT BENEFITS

**E. Statement of OPEB Expense and Deferred Outflows/Inflows of Resources
Related to OPEB under GASB Statement No. 75**

For the fiscal year ended September 30, 2019, the City reported deferred outflows and inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between actual and expected experience	\$ -	\$20,692,120
Changes of assumptions	1,183,019	2,916,685
Employer contributions subsequent to measurement date	1,404,588	-
Total	<u>\$ 2,587,607</u>	<u>\$23,608,805</u>

The projected Deferred Outflow for Amounts Paid by the City for OPEB Benefits and

Administrative expenses after the Measurement Date and Prior to the Reporting Date to be recognized in OPEB expense are as follows:

The Summary of Deferred Outflows and (Inflows) of Resources Related to OPEB that will be recognized in OPEB expense are as follows:

Deferred inflows of resources of \$23,608,805 are the result of a change in assumption which decreased the Total OPEB liability, and of which \$4,982,073 was recognized in OPEB expense at September 30, 2019. The remainder of the balance will be recognized in OPEB expense as follows:

Year Ending September 30,	Amount
2020	\$ (4,982,073)
2021	(4,982,073)
2022	(4,657,999)
2023	(3,901,820)
2024	(3,901,821)
	<u>\$22,425,786</u>

City of Deerfield Beach, Florida
Notes to the Financial Statements
September 30, 2019

NOTE VII. Subsequent Event

Finally, on March 11, 2020 the World Health Organization declared the COVID-19 outbreak a global pandemic. The outbreak in the United States has caused business disruption through mandated and voluntary closings of business across the country for non-essential services. As of the date of this report, the City of Deerfield Beach remains open for essential services, subject to modified operations and procedures as required by executive and emergency orders, and CDC guidelines. The economic impact on the City cannot be reasonably estimated at this time. Moody's, a premier economic analysis company, has even indicated current recession models will understate the risk of a national recession "because COVID-19 is a black swan event". However, we are taking proactive steps to reduce and monitor current expenditures and strategizing in the development of the FY2021 budget.

Required Supplementary Information

City of Deerfield Beach, Florida
Required Supplementary Information
General Fund
Budgetary Comparison Schedule (Non-GAAP Budgetary Basis - Unaudited)
For the Year Ended September 30, 2019

	Budgeted Amounts		(Budgetary Basis) Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
Property taxes	\$ 41,753,477	\$ 41,753,477	\$ 41,337,606	\$ (415,871)
Sales Taxes	6,649,463	6,649,463	6,725,332	75,869
Fire assessment fees	11,249,197	11,249,197	11,288,253	39,056
Franchise fees	7,844,452	7,844,452	7,840,494	(3,958)
Utility Tax	8,547,104	8,547,104	8,709,365	162,261
Licenses and permits	5,855,057	5,855,057	7,535,466	1,680,409
Intergovernmental	3,530,296	3,530,296	1,565,607	(1,964,689)
Charges for services	10,176,023	10,176,023	9,492,847	(683,176)
Fines and forfeitures	1,211,483	1,211,483	1,013,559	(197,924)
Investment earnings	215,000	215,000	1,003,233	788,233
Miscellaneous:				
Donations/contributions	755,500	755,500	585,543	(169,957)
Administrative fees	8,940,221	8,940,221	8,877,147	(63,074)
Other	183,500	183,500	327,076	143,576
Total revenues	106,910,773	106,910,773	106,301,528	(609,245)
Expenditures				
Departmental:				
City commission	359,570	359,570	371,689	(12,119)
City manager	857,283	857,283	786,004	71,279
City clerk	751,166	751,166	576,919	174,247
City attorney	500,000	500,000	526,238	(26,238)
Central services	480,379	480,379	521,860	(41,481)
Parks & recreation	14,199,149	14,199,149	12,821,774	1,377,375
Fire/rescue	33,196,043	33,196,043	33,818,010	(621,967)
Human resources	965,056	902,336	1,272,415	(370,079)
Insurance/safety	653,625	653,625	(848,097)	1,501,722
Financial services	1,991,850	1,991,850	1,918,843	73,007
Planning and development services	6,924,522	6,924,522	8,678,933	(1,754,411)
Information technology services	2,370,577	2,416,827	2,101,838	314,989
Police	26,571,037	26,571,037	26,016,714	554,323
Sustainable management	1,332,570	1,332,570	1,074,253	258,317
Senior services	3,113,531	3,113,531	2,761,269	352,262
Community development	786,747	786,747	705,498	81,249
Economic development	413,339	413,339	319,364	93,975
Public affairs and marketing	450,371	454,421	434,603	19,818
Internal logistics management	5,715,562	5,727,982	5,043,708	684,274
Ocean rescue	2,123,772	2,123,772	1,983,132	140,640
Community participation	100,000	100,000	100,000	-
Other - unclassified	5,163,896	5,163,896	3,521,356	1,642,540
Debt service	665,101	665,101	364,934	300,167
Total expenditures	109,685,146	109,685,146	104,871,257	4,813,889
Excess (deficiency) of revenues over (under) expenditures	(2,774,373)	(2,774,373)	1,430,271	4,204,644
Other financing sources (uses)				
Transfers in	2,275,983	2,275,983	2,049,976	(226,007)
Transfers out	(6,255,687)	(6,255,687)	(4,367,964)	1,887,723
Total other financing sources (uses)	(3,979,704)	(3,979,704)	(2,317,988)	1,661,716
Net change in budgetary fund balance	\$ (6,754,077)	\$ (6,754,077)	\$ (887,717)	\$ 5,866,360

City of Deerfield Beach, Florida
Required Supplementary Information
Community Redevelopment Agency Fund
Budgetary Comparison Schedule (Non-GAAP Budgetary Basis - Unaudited)
For the Year Ended September 30, 2019

	Budgeted Amounts		(Budgetary Basis) Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
Revenues:				
Property taxes	\$ 3,924,467	\$ 3,924,467	\$ 3,878,116	\$ (46,351)
Investment earnings	25,000	25,000	70,187	45,187
Miscellaneous	8,500	8,500	193	(8,307)
Total revenues	<u>3,957,967</u>	<u>3,957,967</u>	<u>3,948,496</u>	<u>(9,471)</u>
Expenditures				
Current:				
Economic environment	1,903,265	1,903,265	841,926	1,061,339
Public Safety	55,000	55,000	50,141	4,859
Culture and recreation	183,000	183,000	174,121	8,879
Capital outlay	4,042,696	4,042,696	1,826,850	2,215,846
Total expenditures	<u>6,183,961</u>	<u>6,183,961</u>	<u>2,893,038</u>	<u>3,290,923</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(2,225,994)</u>	<u>(2,225,994)</u>	<u>1,055,458</u>	<u>3,281,452</u>
Other financing sources (Uses)				
Transfers out	<u>(1,104,732)</u>	<u>(1,104,732)</u>	<u>(1,104,732)</u>	<u>-</u>
Total other financing sources (uses)	<u>(1,104,732)</u>	<u>(1,104,732)</u>	<u>(1,104,732)</u>	<u>-</u>
Net change in budgetary fund balance	<u>\$ (3,330,726)</u>	<u>\$ (3,330,726)</u>	<u>\$ (49,274)</u>	<u>\$ 3,281,452</u>

	GAAP Basis Actual	Net Encumbrances*	Non-GAAP Basis Actual
Reconciliation of Budget and Actual:			
Current expenditures	\$ 1,061,101	\$ 5,087	\$ 1,066,188
Capital outlay	<u>469,053</u>	<u>1,357,797</u>	<u>1,826,850</u>
Total expenditures	<u>\$ 1,530,154</u>	<u>\$ 1,362,884</u>	<u>\$ 2,893,038</u>

* In the above reconciliation, "net encumbrances" represents the difference between the encumbrances outstanding as of September 30, 2019 and the outstanding encumbrances as of September 30, 2018 which were paid during fiscal year 2019.

City of Deerfield Beach, Florida
NOTES TO BUDGETARY SCHEDULE
REQUIRED SUPPLEMENTARY INFORMATION
September 30, 2019

Note 1. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

A. Budgetary Information

The City adopts annual operating budgets on a non-GAAP basis for the General Fund and the enterprise funds, as well as the following special revenue funds: Road and Bridge Tax Fund, Community Development Block Grant Fund, and the Community Redevelopment Agency Fund. The remaining special revenue funds are governed by grants with different fiscal periods and are funded at levels which the City has little control over or measurable knowledge of at the time it adopts the other budgets.

For budgetary control purposes, encumbrance accounting is utilized, whereas purchase orders, contracts and other financial commitments for expenditures are recorded in order to reserve that portion of the applicable appropriation. Encumbrances outstanding at year-end are reported as appropriations of fund balance, since they do not constitute expenditures or liabilities. Unless encumbered by a purchase order, the budget appropriations lapse at the end of each year.

At any time during the fiscal year, the City Manager may authorize a budget adjustment among the various line items within a department, as long as the total budget for the department does not change. Furthermore, if the City Manager certifies that there are revenues available for appropriation in excess of those estimated in the original budget, the City Commission may, by ordinance, make supplemental appropriations for the year up to the amount of such excess.

B. Reconciliation of Budget to Actual

The City adopts annual budgets on a non-GAAP basis which includes encumbrances. Actual data, accounted for on a basis consistent with GAAP, is presented in the "Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds." Actual data, accounted for on a non-GAAP basis, is presented in the "Budgetary Comparison Schedule – General Fund." Reconciliation of the actual data as presented in the aforementioned statements is shown below:

	GAAP Basis Actual	Net Encumbrances*	Non-GAAP Basis Actual
Current expenditures	\$ 102,193,902	\$ 623,545	\$ 102,817,447
Debt service	2,053,813	-	2,053,813
Total expenditures	<u>\$ 104,247,715</u>	<u>\$ 623,545</u>	<u>\$ 104,871,260</u>

*In the above reconciliation, "net encumbrances" represents the difference between the encumbrances outstanding as of September 30, 2018 and the outstanding encumbrances as of September 30, 2019, which were paid during fiscal year 2019.

City of Deerfield Beach, Florida
Required Supplementary Information
Pension Trust Funds
Schedule of Changes in City's Net Pension
Liability and Related Ratios
Fire Pension Plan

Measurement Date, September 30,	2015	2016	2017	2018
Total pension liability				
Service cost	\$ 2,745,537	\$ 2,793,233	\$ 2,786,085	\$ 2,845,745
Interest	10,038,296	10,371,874	10,565,444	10,937,984
Changes of benefit terms	106,820	48,546	-	-
Differences between expected and actual experience	(1,414,007)	(82,819)	1,046,101	1,865,722
Changes in assumption	-	140,613	104,413	509,219
Benefit payments, including refunds of employee contributions	(7,418,254)	(6,795,446)	(9,978,487)	(9,204,187)
Refunds of member contributions	(47,544)	-	(6,856)	(17,570)
Net change in total pension liability	4,010,848	6,476,001	4,516,700	6,936,913
Total pension liability - beginning	132,952,717	136,963,565	143,439,566	147,956,266
Total pension liability - ending (a)	136,963,565	143,439,566	147,956,266	154,893,179
Plan fiduciary net position				
Contributions - employer	\$ 5,064,382	\$ 5,060,592	\$ 5,058,562	\$ 5,307,928
Contributions - State of Florida	725,199	667,147	603,646	628,008
Contributions - employees	868,806	883,740	898,299	901,704
Net Investment Income	(3,188,136)	7,926,978	10,012,955	8,197,285
Benefit payments	(7,418,254)	(6,795,446)	(9,978,487)	(9,204,187)
Refund of member contributions	(47,544)	-	(6,856)	(17,570)
Administrative expense	(237,672)	(214,739)	(177,535)	(198,994)
Net change in plan fiduciary net position	(4,233,219)	7,528,272	6,410,584	5,614,174
Plan fiduciary net position - beginning	103,894,584	99,661,364	107,189,636	113,600,220
Plan fiduciary net position - ending	\$ 99,661,365	\$ 107,189,636	\$ 113,600,220	\$ 119,214,394
City's net pension liability - ending	\$ 37,302,200	\$ 36,249,930	\$ 34,356,046	\$ 35,678,785
Net position as percentage of the total pension liability	72.76 %	74.73 %	76.78 %	76.97 %
Covered payroll	\$ 9,628,949	\$ 9,412,235	\$ 9,659,471	\$ 10,020,449
Net pension liability as a percentage of covered payroll	387.40 %	385.14 %	355.67 %	356.06 %

This schedule is presented as required by accounting principles generally accepted in the United States of America. However, until a full 10-year trend is compiled, information is presented for those years available.

City of Deerfield Beach, Florida
Required Supplementary Information
Fire Pension Fund
Schedule of City Contributions

Year Ended September 30,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll	Actual Contribution as a % of Covered Payroll
2014	\$ 5,842,802	\$ 5,842,802	\$ -	\$ 9,687,400	60.3 %
2015	5,789,581	5,789,581	-	9,628,949	60.1 %
2016	5,727,739	5,727,739	-	9,412,235	60.9 %
2017	5,662,208	5,662,208	-	9,659,471	58.6 %
2018	5,911,574	5,926,407	(14,833)	10,020,449	59.1 %
2019	\$ 6,606,969	\$ 6,606,969	\$ -	\$ 9,485,800	69.7 %

Methods and assumptions used to determine rates:

Valuation date	October 1, 2018
Notes	Actuarially determined contributions are calculated as of October 1, one year prior to the end of the fiscal year in which contributions are reported.
Actuarial Cost Method	Entry age
Amortization Method	Level dollar, closed
Remaining Amortization Period	15 years
Asset Valuation Method	5-year smoothed market
Inflation	2.51
Salary Increases	5.2% to 11%, including inflation
Investment Rate of Return	7.50%
Mortality	RP-2000 fully generational with Scale AA

This schedule is presented as required by accounting principles generally accepted in the United States of America. However, until a full 10-year trend is compiled, information is presented for those years available.

City of Deerfield Beach, Florida
Required Supplementary Information
Pension Trust Funds
Schedule of Changes in City's Net Pension
Liability and Related Ratios
Police Pension Fund

Measurement Date, September 30,	2015	2016	2017	2018
Total pension liability				
Service cost	\$ 3,459,881	\$ 3,359,275	\$ 3,410,810	\$ -
Interest	-	-	-	3,836,745
Changes of benefit terms	2,326,603	-	-	-
Share Plan Allocation	359,314	421,602	451,648	469,049
Differences between expected and actual experience	(515,319)	223,166	332,132	58,615
Changes in assumption	-	3,535,687	7,201,737	712,839
Benefit payments, including refunds Employee Contributions	(4,749,759)	(4,838,890)	(4,826,660)	(4,860,289)
Net change in total pension liability	880,720	2,700,840	6,569,667	216,959
Total pension liability - Beginning	51,305,769	52,186,489	54,887,329	61,456,996
Total pension liability - Ending (a)	52,186,489	54,887,329	61,456,996	61,673,955
Plan fiduciary Net Position				
Contributions - Employer	\$ 1,944,572	\$ 1,908,777	\$ 2,166,053	\$ 2,149,466
Contributions - State	564,765	627,053	657,100	674,500
Net investment income	952,079	3,436,195	4,742,331	3,950,827
Benefit payments, including refunds of employee contributions	(4,749,759)	(4,838,890)	(4,826,660)	(4,860,289)
Administrative expense	(97,436)	(96,419)	(92,815)	(85,887)
Net change in plan fiduciary net position	(1,385,779)	1,036,716	2,646,009	1,828,617
Plan fiduciary net position - beginning	39,056,879	37,671,100	38,707,816	41,353,825
Plan fiduciary net position - ending	\$ 37,671,100	\$ 38,707,816	\$ 41,353,825	\$ 43,182,442
City's net pension liability - ending	\$ 14,515,389	\$ 16,179,513	\$ 20,103,171	\$ 18,491,513
Net position as percentage of the total pension liability	72.19 %	70.52 %	67.29 %	70.02 %
Covered payroll	N/A	N/A	N/A	N/A *

(*) - Not applicable as this is a frozen plan with no active members.

This schedule is presented as required by accounting principles generally accepted in the United States of America. However, until a full 10-year trend is compiled, information is presented for those years available.

City of Deerfield Beach, Florida
Required Supplementary Information
Police Pension Fund
Schedule of City Contributions

Year Ended September 30,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll*	Actual Contribution as a % of Covered Payroll
2013	\$ 1,985,957	\$ 1,985,957	\$ -	N/A	N/A
2014	1,984,806	1,984,806	-	N/A	N/A
2015	2,150,023	2,150,023	-	N/A	N/A
2016	2,114,228	2,114,229	(1)	N/A	N/A
2017	2,371,504	2,371,505	(1)	N/A	N/A
2018	2,354,917	2,354,917	-	N/A	N/A
2019	2,365,782	2,365,782	-	N/A	N/A

(*) - Not Applicable as this is a frozen plan with no active members.

Methods and assumptions used to determine contribution rates:

Valuation Date	October 1, 2018
Notes	Actuarially determined contributions are calculated as of October 1, one year prior to the end of the year in which contributions are reported.
Actuarial Cost Method	Entry age normal
Amortization Method	Level dollar, closed
Remaining Amortization Period	20 years (as of 10/01/2016 VAL)
Asset Valuation Method	Restricted to 80% - 120% of market value, obtained by smoothing three years' past differences between actual investment earnings and assumed investment return, then adding this number onto the current market value.
Inflation	N/A
Salary Increases	N/A
Investment Rate of Return	6.50% compounded annually, net of investment related expenses
Retirement Age	N/A
Mortality	RP-2000 Table with no RP-2000 disabled table for disabled lives projection

This schedule is presented as required by accounting principles generally accepted in the United States of America. However, until a full 10-year trend is compiled, information is presented for those years available.

City of Deerfield Beach, Florida
Required Supplementary Information
Pension Trust Funds
Schedule of Changes in City's Net Pension
Liability and Related Ratios
Non-Uniformed Pension Fund

Measurement Date, September 30,	2014	2015	2016	2017	2018
Total pension liability					
Service cost	\$ 78,741	\$ 77,233	\$ 66,123	\$ 70,710	\$ 75,770
Interest	4,289,889	4,161,337	4,325,572	4,221,714	4,144,079
Differences between expected and actual experience	-	528,068	612,743	348,056	26,603
Changes in assumption	-	1,187,719	3,377,835	2,822	-
Benefit payments, including refunds of employee contributions	(5,786,184)	(5,826,053)	(5,917,598)	(5,842,352)	(5,672,502)
Net change in total pension liability	(1,417,554)	128,304	2,464,675	(1,199,050)	(1,426,050)
Total pension liability - beginning	61,985,234	60,567,680	60,695,984	63,160,659	61,961,609
Total pension liability - ending (a)	60,567,680	60,695,984	63,160,659	61,961,609	60,535,559
Plan fiduciary net position					
Contributions - employer	\$ 1,721,000	\$ 1,713,421	\$ 1,543,620	\$ 1,595,214	\$ 1,645,642
Contributions - member	33,417	26,457	27,643	28,361	27,199
Net investment income of member contributions	5,519,418	(330,924)	4,169,121	5,041,747	3,924,126
Administrative expense	(5,786,184)	(5,826,053)	(5,917,598)	(5,842,352)	(5,672,502)
	(93,157)	(101,412)	(102,723)	(96,331)	(96,927)
Net change in plan fiduciary net position	1,394,494	(4,518,511)	(279,937)	726,639	(172,462)
Plan fiduciary net position - beginning	58,452,045	59,846,539	55,328,028	55,048,091	55,774,730
Plan fiduciary net position - ending	\$ 59,846,539	\$ 55,328,028	\$ 55,048,091	\$ 55,774,730	\$ 55,602,268
City's net pension liability - ending	\$ 721,141	\$ 5,367,956	\$ 8,112,568	\$ 6,186,879	\$ 4,933,291
Net position as percentage of the total pension liability	98.81 %	91.16 %	87.16 %	90.01 %	91.85 %
Covered payroll	371,300	412,795	307,142	315,122	302,211
Net pension liability as a percentage of covered payroll	194.22 %	1,300.39 %	2,641.31 %	1,963.33 %	1,632.40 %

This schedule is presented as required by accounting principles generally accepted in the United States of America. However, until a full 10-year trend is compiled, information is presented for those years available.

City of Deerfield Beach, Florida
Required Supplementary Information
Non-Uniformed Pension Fund
Schedule of City Contributions

Year Ended September 30,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll	Actual Contribution as a % of Covered Payroll
2014	\$ 1,721,000	\$ 1,721,000	\$ -	\$ 371,300	463.51 %
2015	1,713,421	1,713,421	-	412,795	415.08 %
2016	1,543,620	1,543,620	-	307,142	502.58 %
2017	1,595,214	1,595,214	-	315,122	506.22 %
2018	1,645,642	1,645,642	-	302,211	544.53 %
2019	1,546,408	1,546,408	-	321,771	480.59 %

Methods and assumptions used to determine contribution rates:

Valuation date October 1, 2017

Notes Actuarially determined contributions are calculated as of October 1, one year prior to the end of the year in which contributions are reported.

Actuarial cost method Entry age normal cost, with amortization periods for new bases lowered by one year each year going forward.

Amortization method Level dollar, closed

Remaining amortization
period 6 years

Asset valuation method 4-year smoothed market

Inflation 2.30%

Salary increases 6.00% per year from valuation date to the assumed retirement age.

Investment rate of return 6.80%

Retirement age Age 64 with 10 years of service or age 55 with 25 years of service

Mortality RP-2000 fully generational with Scale BB

This schedule is presented as required by accounting principles generally accepted in the United States of America. However, until a full 10-year trend is compiled, information is presented for those years available.

City of Deerfield Beach, Florida
Required Supplementary Information

Schedule of the City's Proportionate Share of the Net Pension Liability
Florida Retirement System Pension Plan

June 30th	2016	2017	2018	2019
City's proportion of the net pension liability	0.00211 %	0.00223 %	0.00228 %	0.00237 %
City's proportionate share of the FRS net pension liability	\$ 533,351	\$ 660,640	\$ 688,321	\$ 815,338
City's covered payroll*	\$ 145,925	\$ 163,001	\$ 167,347	\$ 172,607
City's proportionate share of the FRS net pension liability as a percentage of its covered payroll	365.5 %	405.30 %	411.31 %	472.37 %
FRS Plan fiduciary net position as a percentage of the total pension liability	84.88 %	83.89 %	82.48 %	82.61 %

Schedule of the City's Contributions
Florida Retirement System Pension Plan

September 30th	2016	2017	2018	2019
Contractually required FRS contribution	\$ 61,648	\$ 70,230	\$ 73,052	\$ 73,410
FRS contribution in relation to the contractually required contribution	61,648	70,230	73,052	73,410
FRS contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -
City's covered payroll*	\$ 145,929	\$ 162,463	\$ 167,347	\$ 173,754
FRS contribution as a percentage of covered payroll	42.25 %	43.23 %	43.69 %	42.25 %

* Amounts are the same for both periods because no change in employees or salary for past two years.

This schedule is presented as required by accounting principles generally accepted in the United States of America. However, until a full 10-year trend is compiled, information is presented for those years available.

City of Deerfield Beach, Florida
Required Supplementary Information

Schedule of the City's Proportionate Share of the Net Pension Liability
Health Insurance Subsidy Pension Plan

June 30th	2016	2017	2018	2019
City's proportion of the net pension liability	0.002112 %	0.002233 %	0.000512 %	0.000516 %
City's proportionate share of the HIS net pension liability	\$ 54,911.00	\$ 54,680	\$ 54,214	\$ 57,747
City's covered payroll*	\$ 145,925.00	\$ 163,001	\$ 167,347	\$ 172,607
City's proportionate share of the HIS net pension liability as a percentage of its covered payroll	37.6 %	33.55 %	32.40 %	33.46 %
HIS Plan fiduciary net position as a percentage of the total pension liability	0.97 %	1.64 %	1.63 %	2.63 %

Schedule of the City's Contribution
Health Insurance Subsidy Pension Plan

September 30th	2016	2017	2018	2019
Contractually required FRS contribution	\$ 1,041	\$ 1,186	\$ 1,491	\$ 2,866
HIS contribution in relation to the contractually required contribution	1,041	1,186	1,491	2,866
City's covered payroll*	\$ 145,929	\$ 162,463	\$ 167,347	\$ 173,754
HIS contribution as a percentage of covered payroll	0.71 %	0.73 %	0.89 %	1.65 %

* Amounts are the same for both periods because no change in employees or salary for past two years.

This schedule is presented as required by accounting principles generally accepted in the United States of America. However, until a full 10-year trend is compiled, information is presented for those years available.

City of Deerfield Beach, Florida
Required Supplementary Information
Other Post Employment Benefits
Schedule of Changes in City's Total OPEB
Liability and Related Ratios
Last ten year fiscal years

Measurement Date, September 30,	2017	2018
	<u> </u>	<u> </u>
Total OPEB liability		
Service cost	\$ 3,021,796	\$ 3,203,104
Interest	2,490,545	2,753,484
Changes of benefit terms	-	(26,256,835)
Differences between expected and actual experience	-	(24,830,544)
Changes in assumption	(5,077,191)	1,419,623
Benefit payments, including refunds of employee contributions	<u>(2,051,208)</u>	<u>(2,526,195)</u>
Net change in total OPEB liability	<u>(1,616,058)</u>	<u>(46,237,363)</u>
Total OPEB liability - beginning	78,336,130	76,720,072
Total OPEB liability - ending	<u>76,720,072</u>	<u>30,482,709</u>
City's total OPEB liability - ending	<u>\$ 76,720,072</u>	<u>\$ 30,482,709</u>
Net position as percentage of the total pension liability	100.00 %	100.00 %
 Covered payroll	 \$ 23,857,562	 \$ 21,293,411
Total OPEB liability as a percentage of covered payroll	322.58 %	143.16 %

This schedule is presented to illustrate the requirement of GASB Statement No. 75 to show information for 10 years. However, until a full 10-year trend is compiled, governments should present information for those years for which information is available.

COMBINING AND INDIVIDUAL FUND STATEMENTS AND SCHEDULES

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Special revenue funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

Road and Bridge Tax Fund – to account for the proceeds from motor fuel tax revenues that are restricted to the maintenance and acquisition of roads and bridges.

Community Development Block Grant (“CDBG”) Fund – to account for federal proceeds which are restricted as to the objectives of community development and revitalization.

State Housing Initiative Partnership (“SHIP”) Grant Fund – to account for State funds received for providing assistance to very low, low and moderate-income households in becoming first time homebuyers or in rehabilitating their existing homes.

Miscellaneous Grants Fund – to account for federal, state and county monies restricted to expenditures for projects and programs which are outlined in the individual grant agreements.

Parking Deviation Fund – to account for impact fees collected from property owners, which fees are earmarked for construction of parking facilities within those areas from which the fees were collected.

General Trust Fund – to account for funds received as donations, which have been restricted as to expenditures for specified purposes.

Target Area Trust Fund – to account for monies collected from code violation fines and which have been designated for the rehabilitation of the Target Area within the City.

Beautification and Landscape Trust Fund – to account for tree removal fees, fines and private contributions designated for the preservation of trees within the City.

Crime Prevention Trust Fund – to account for penalties assessed on the violation of local ordinances, which funds are used to increase public awareness and acquire crime prevention tools such as informational brochures, audio visual aids and training of police officers and civilians involved in crime awareness and prevention.

Impact Fees Fund - to account for impact fees collected on new residential and commercial construction within the City.

Law Enforcement Trust Fund - a revolving fund established to account for a portion of the proceeds from the sale of property seized from illegal drug-related activities. Funds may be expended to defray certain qualified law enforcement costs.

Nuisance Abatement Assessment Fund - to account for fees collected for abating the nuisance condition of certain properties.

DEBT SERVICE FUNDS

Debt service funds are used to account for resources accumulated and payments made for principal and interest on long-term debt of governmental funds.

General Obligation Debt Service Fund – to accumulate monies for payment of Series 2000A, and 2012 Florida Municipal Loan Council Revenue bonds, and Series 2018 Construction Revenue Bonds.

NONMAJOR GOVERNMENTAL FUNDS

CAPITAL GRANTS PROJECTS FUNDS

Capital Grants Capital Projects Fund - used to account for the acquisition and construction of major capital improvements that are financed by grants from federal, state and local agencies.

PERMANENT FUNDS

Permanent funds are used to report resources that are legally restricted to the extent that only earnings, not principal, may be used for purposes that support the reporting government's programs.

Perpetual Care Permanent Fund – to account for money received for the purpose of providing perpetual care for the City's cemeteries.

CITY OF DEERFIELD BEACH, FLORIDA
Nonmajor Governmental Funds
Combining Balance Sheet
September 30, 2019

	Special Revenue Funds	General Obligation Debt Service Fund	Capital Grants Projects Fund	Perpetual Care Permanent Fund	Total Nonmajor Governmental Funds
Assets					
Cash and cash equivalents	\$ 6,075,568	\$ 79	\$ -	\$ 3,622	\$ 6,079,269
Investments	138,050	5,216,531	-	290,425	5,645,006
Restricted Investments	-	-	-	998,897	998,897
Receivables, net of allowances:					
Accounts	25,298	-	-	254	25,552
Interest	352	16,899	-	4,072	21,323
Due from other governments	580,758	-	-	-	580,758
Total assets	<u>\$ 6,820,026</u>	<u>\$ 5,233,509</u>	<u>\$ -</u>	<u>\$ 1,297,270</u>	<u>\$ 13,350,805</u>
Liabilities					
Accounts payable	133,588	-	-	-	133,588
Accrued payroll	25,884	-	-	-	25,884
Due to other funds	482,602	695,944	3,476	-	1,182,022
Unearned revenue	53,009	-	-	-	53,009
Total liabilities	<u>695,083</u>	<u>695,944</u>	<u>3,476</u>	<u>-</u>	<u>1,394,503</u>
Deferred Inflows of Resources					
Unavailable revenue	<u>229,139</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>229,139</u>
Fund Balances					
Nonspendable	-	-	-	1,297,270	1,297,270
Restricted	6,277,005	4,537,565	(3,476)	-	10,811,094
Unassigned	<u>(381,201)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(381,201)</u>
Total fund balances	<u>5,895,804</u>	<u>4,537,565</u>	<u>(3,476)</u>	<u>1,297,270</u>	<u>11,727,163</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 6,820,026</u>	<u>\$ 5,233,509</u>	<u>\$ -</u>	<u>\$ 1,297,270</u>	<u>\$ 13,350,805</u>

CITY OF DEERFIELD BEACH, FLORIDA
Nonmajor Governmental Funds
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
For the Year Ended September 30, 2019

	Special Revenue Funds	General Obligation Debt Service Fund	Capital Grants Projects Fund	Perpetual Care Permanent Fund	Total Nonmajor Governmental Funds
Revenues					
Local option gas tax	\$ 1,427,609	\$ -	\$ -	\$ -	\$ 1,427,609
Intergovernmental	2,013,780	-	-	-	2,013,780
Charges for services	558,048	-	-	-	558,048
Fines and forfeitures	311,672	-	-	-	311,672
Impact fees	457,808	-	-	-	457,808
Investment earnings	24,947	155,587	-	37,249	217,783
Miscellaneous:					
Cemetery plot sales	-	-	-	98,636	98,636
Donations/contributions	145,416	-	-	-	145,416
Administrative fees	495,551	-	-	-	495,551
Other	5,249	-	-	-	5,249
Miscellaneous	65,660	-	-	-	65,660
Total revenues	<u>5,505,740</u>	<u>155,587</u>	<u>-</u>	<u>135,885</u>	<u>5,797,212</u>
Expenditures					
Current:					
Economic environment	1,159,757	-	-	-	1,159,757
Public Safety	138,956	-	-	-	138,956
Human services	26,042	-	-	-	26,042
Physical environment	290,792	-	-	-	290,792
Transportation	1,765,671	-	-	-	1,765,671
Culture and recreation	114,391	-	-	-	114,391
Capital outlay	910,273	-	-	-	910,273
Debt service:					
Principal retirement	-	2,214,239	-	-	2,214,239
Interest and fiscal charges	-	4,012,229	-	-	4,012,229
Total expenditures	<u>4,405,882</u>	<u>6,226,468</u>	<u>-</u>	<u>-</u>	<u>10,632,350</u>
Excess (deficiency) of revenues over expenditures	<u>1,099,858</u>	<u>(6,070,881)</u>	<u>-</u>	<u>135,885</u>	<u>(4,835,138)</u>
Other Financing Sources (Uses)					
Transfers in	274,116	4,101,145	-	-	4,375,261
Transfers out	<u>(434,956)</u>	<u>-</u>	<u>-</u>	<u>(246,623)</u>	<u>(681,579)</u>
Total other financing sources (uses)	<u>(160,840)</u>	<u>4,101,145</u>	<u>-</u>	<u>(246,623)</u>	<u>3,693,682</u>
Net change in fund balances	939,018	(1,969,736)	-	(110,738)	(1,141,456)
Fund balances- beginning	4,956,786	6,507,301	(3,476)	1,408,008	12,868,619
Fund balances - ending	<u>\$ 5,895,804</u>	<u>\$ 4,537,565</u>	<u>\$ (3,476)</u>	<u>\$ 1,297,270</u>	<u>\$ 11,727,163</u>

City of Deerfield Beach, Florida
Nonmajor Special Revenue Funds
Combining Balance Sheet
September 30, 2019

	Road And Bridge Tax Fund	CDBG Fund	SHIP Grant Fund	Miscellaneous Grants Fund	Parking Deviation Fund	General Trust Fund
Assets						
Cash and cash equivalents	\$ 1,605,542	\$ -	\$ 182,250	\$ 360,185	\$ 82,768	\$ 1,356,839
Investments	138,050	-	-	-	-	-
Receivables, net of allowances:						
Accounts	18,465	-	-	-	-	-
Interest	352	-	-	-	-	-
Due from other governments	232,427	103,161	-	245,170	-	-
Total assets	<u>\$ 1,994,836</u>	<u>\$ 103,161</u>	<u>\$ 182,250</u>	<u>\$ 605,355</u>	<u>\$ 82,768</u>	<u>\$ 1,356,839</u>
Liabilities						
Accounts payable	\$ 67,620	\$ 20,991	\$ 7,120	\$ 29,887	\$ -	\$ 7,778
Accrued payroll	25,884	-	-	-	-	-
Due to other funds	-	125,755	-	154,243	-	-
Unearned revenue	53,009	-	-	-	-	-
Total liabilities	<u>146,513</u>	<u>146,746</u>	<u>7,120</u>	<u>184,130</u>	<u>-</u>	<u>7,778</u>
Deferred Inflows of Resources						
Unavailable revenue	-	16,556	-	212,583	-	-
Fund Balances						
Restricted	1,848,323	-	175,130	333,931	82,768	1,349,061
Unassigned	-	(60,141)	-	(125,289)	-	-
Total fund balances	<u>1,848,323</u>	<u>(60,141)</u>	<u>175,130</u>	<u>208,642</u>	<u>82,768</u>	<u>1,349,061</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 1,994,836</u>	<u>\$ 103,161</u>	<u>\$ 182,250</u>	<u>\$ 605,355</u>	<u>\$ 82,768</u>	<u>\$ 1,356,839</u>

City of Deerfield Beach, Florida
Nonmajor Special Revenue Funds
Combining Balance Sheet
September 30, 2019

Target Area Trust Fund	Beautification and Landscape Trust Fund	Crime Prevention Trust Fund	Impact Fees Fund	Law Enforcement Trust Fund	Nuisance Abatement Assessment Fund	Total Nonmajor Special Revenue Funds
\$ 729,398	\$ 593,960	\$ 80,667	\$ 974,786	\$ -	\$ 109,173	\$ 6,075,568
-	-	-	-	-	-	138,050
-	-	-	-	6,833	-	25,298
-	-	-	-	-	-	352
-	-	-	-	-	-	580,758
<u>\$ 729,398</u>	<u>\$ 593,960</u>	<u>\$ 80,667</u>	<u>\$ 974,786</u>	<u>\$ 6,833</u>	<u>\$ 109,173</u>	<u>\$ 6,820,026</u>
\$ -	\$ -	\$ 192	\$ -	\$ -	\$ -	\$ 133,588
-	-	-	-	-	-	25,884
-	-	-	-	202,604	-	482,602
-	-	-	-	-	-	53,009
-	-	192	-	202,604	-	695,083
-	-	-	-	-	-	229,139
729,398	593,960	80,475	974,786	-	109,173	6,277,005
-	-	-	-	(195,771)	-	(381,201)
<u>729,398</u>	<u>593,960</u>	<u>80,475</u>	<u>974,786</u>	<u>(195,771)</u>	<u>109,173</u>	<u>5,895,804</u>
<u>\$ 729,398</u>	<u>\$ 593,960</u>	<u>\$ 80,667</u>	<u>\$ 974,786</u>	<u>\$ 6,833</u>	<u>\$ 109,173</u>	<u>\$ 6,820,026</u>

City of Deerfield Beach, Florida
Nonmajor Special Revenue Funds
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
For the Year Ended September 30, 2019

	Road And Bridge Tax Fund	CDBG Fund	SHIP Grant Fund	Miscellaneous Grants Fund	Parking Deviation Fund	General Trust Fund
Revenues						
Local option gas tax	\$ 1,427,609	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental	591,409	537,331	102,250	782,790	-	-
Charges for services	-	-	-	-	-	114,311
Fines and forfeitures	-	-	-	-	-	-
Impact fees	-	-	-	-	-	-
Investment earnings	24,947	-	-	-	-	-
Miscellaneous						
Donations/contributions	-	-	-	47,583	-	79,933
Administrative fees	495,551	-	-	-	-	-
Other	-	-	-	5,249	-	-
Miscellaneous	65,660	-	-	-	-	-
Total revenues	<u>2,605,176</u>	<u>537,331</u>	<u>102,250</u>	<u>835,622</u>	<u>-</u>	<u>194,244</u>
Expenditures						
Current:						
Economic environment	-	428,166	350,229	381,362	-	-
Public Safety	-	-	-	-	-	25,970
Human services	-	26,042	-	-	-	-
Physical environment	-	-	-	97,068	-	-
Transportation	1,765,671	-	-	-	-	-
Culture and recreation	-	-	-	14,670	-	99,721
Capital outlay	234,421	20,280	-	599,576	-	-
Total expenditures	<u>2,000,092</u>	<u>474,488</u>	<u>350,229</u>	<u>1,092,676</u>	<u>-</u>	<u>125,691</u>
Excess (deficiency) of revenues over expenditures	<u>605,084</u>	<u>62,843</u>	<u>(247,979)</u>	<u>(257,054)</u>	<u>-</u>	<u>68,553</u>
Other Financing Sources (Uses)						
Transfers in	-	60,257	7,296	206,563	-	-
Transfers out	-	(76,839)	(20,617)	(12,500)	-	-
Total other financing sources (uses)	<u>-</u>	<u>(16,582)</u>	<u>(13,321)</u>	<u>194,063</u>	<u>-</u>	<u>-</u>
Net change in fund balances	605,084	46,261	(261,300)	(62,991)	-	68,553
Fund balances - beginning of year	<u>1,243,239</u>	<u>(106,402)</u>	<u>436,430</u>	<u>271,633</u>	<u>82,768</u>	<u>1,280,508</u>
Fund balances - end of year	<u>\$ 1,848,323</u>	<u>\$ (60,141)</u>	<u>\$ 175,130</u>	<u>\$ 208,642</u>	<u>\$ 82,768</u>	<u>\$ 1,349,061</u>

City of Deerfield Beach, Florida
Nonmajor Special Revenue Funds
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
For the Year Ended September 30, 2019

Target Area Trust Fund	Beautification and Landscape Trust Fund	Crime Prevention Trust Fund	Impact Fees Fund	Law Enforcement Trust Fund	Nuisance Abatement Assessment Fund	Total Nonmajor Special Revenue Funds
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,427,609
-	-	-	-	-	-	2,013,780
-	443,737	-	-	-	-	558,048
135,562	-	-	-	116,416	59,694	311,672
-	-	-	457,808	-	-	457,808
-	-	-	-	-	-	24,947
-	-	17,900	-	-	-	145,416
-	-	-	-	-	-	495,551
-	-	-	-	-	-	5,249
-	-	-	-	-	-	65,660
<u>135,562</u>	<u>443,737</u>	<u>17,900</u>	<u>457,808</u>	<u>116,416</u>	<u>59,694</u>	<u>5,505,740</u>
-	-	-	-	-	-	1,159,757
-	-	16,363	-	96,623	-	138,956
-	-	-	-	-	-	26,042
-	193,724	-	-	-	-	290,792
-	-	-	-	-	-	1,765,671
-	-	-	-	-	-	114,391
-	-	-	-	55,996	-	910,273
<u>-</u>	<u>193,724</u>	<u>16,363</u>	<u>-</u>	<u>152,619</u>	<u>-</u>	<u>4,405,882</u>
<u>135,562</u>	<u>250,013</u>	<u>1,537</u>	<u>457,808</u>	<u>(36,203)</u>	<u>59,694</u>	<u>1,099,858</u>
-	-	-	-	-	-	274,116
<u>(75,000)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(250,000)</u>	<u>-</u>	<u>(434,956)</u>
<u>(75,000)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(250,000)</u>	<u>-</u>	<u>(160,840)</u>
60,562	250,013	1,537	457,808	(286,203)	59,694	939,018
<u>668,836</u>	<u>343,947</u>	<u>78,938</u>	<u>516,978</u>	<u>90,432</u>	<u>49,479</u>	<u>4,956,786</u>
<u>\$ 729,398</u>	<u>\$ 593,960</u>	<u>\$ 80,475</u>	<u>\$ 974,786</u>	<u>\$ (195,771)</u>	<u>\$ 109,173</u>	<u>\$ 5,895,804</u>

City of Deerfield Beach, Florida
Road and Bridge Tax Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget (Non-GAAP Basis) and Actual
For the Year Ended September 30, 2019

	Budgeted Amounts		(Budgetary Basis) Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
Revenues:				
Local option gas tax	\$ 1,459,504	\$ 1,459,504	\$ 1,427,609	\$ (31,895)
Intergovernmental	837,216	837,216	591,409	(245,807)
Investment earnings	-	-	24,947	24,947
Miscellaneous:				
Administrative fees	495,555	495,555	495,551	(4)
Miscellaneous	-	-	65,660	65,660
Total revenues	<u>2,792,275</u>	<u>2,792,275</u>	<u>2,605,176</u>	<u>(187,099)</u>
Expenditures				
Current:				
Transportation	2,189,137	2,189,137	1,751,468	437,669
Capital outlay	1,238,007	1,238,007	328,413	909,594
Debt service				
Principal retirement	146,100	146,100	-	146,100
Interest and fiscal charges	27,909	27,909	-	27,909
Total expenditures	<u>3,601,153</u>	<u>3,601,153</u>	<u>2,079,881</u>	<u>1,521,272</u>
Excess (deficiency) of revenues over (under) expenses	<u>(808,878)</u>	<u>(808,878)</u>	<u>525,295</u>	<u>1,334,173</u>
Other financing sources (Uses)				
Capital Lease	<u>808,879</u>	<u>808,879</u>	<u>-</u>	<u>808,879</u>
Net change in budgetary fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 525,295</u>	<u>\$ 525,295</u>

	GAAP Basis Actual	Net Encumbrances*	Non-GAAP Basis Actual
Reconciliation of Budget and Actual:			
Current expenditures	\$ 1,765,671	\$ (14,203)	\$ 1,751,468
Capital outlay	<u>234,421</u>	<u>93,992</u>	<u>328,413</u>
Total expenditures	<u>\$ 2,000,092</u>	<u>\$ 79,789</u>	<u>\$ 2,079,881</u>

* In the above reconciliation, "net encumbrances" represents the difference between the encumbrances outstanding as of September 30, 2019 and the outstanding encumbrances as of September 30, 2018 which were paid during fiscal year 2019.

City of Deerfield Beach, Florida
Community Development Block Grant Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget (Non-GAAP Basis) and Actual
For the Year Ended September 30, 2019

	<u>Budgeted Amounts</u>		(Budgetary Basis) Actual Amounts	Variance with Final Budget - Positive (Negative)
	<u>Original</u>	<u>Final</u>		
Revenues:				
Intergovernmental	\$ 637,867	\$ 637,867	\$ 537,331	\$ (100,536)
Total revenues	<u>637,867</u>	<u>637,867</u>	<u>537,331</u>	<u>(100,536)</u>
Expenditures				
Current:				
Economic environment	977,783	977,783	511,097	466,686
Human services	50,796	50,796	26,042	24,754
Capital outlay	<u>369,981</u>	<u>369,981</u>	<u>10,593</u>	<u>359,388</u>
Total expenditures	<u>1,398,560</u>	<u>1,398,560</u>	<u>547,732</u>	<u>850,828</u>
Excess (deficiency) of revenues over (under) expenses	<u>(760,693)</u>	<u>(760,693)</u>	<u>(10,401)</u>	<u>(951,364)</u>
Other Financing Sources (Uses)				
Transfers in	-	-	60,257	60,257
Transfers out	<u>(69,543)</u>	<u>(69,543)</u>	<u>(76,839)</u>	<u>(7,296)</u>
Total other financing sources (uses)	<u>(69,543)</u>	<u>(69,543)</u>	<u>(16,582)</u>	<u>52,961</u>
Net change in budgetary fund balances	\$ (830,236)	\$ (830,236)	\$ (26,983)	\$ 803,253
			<u>GAAP Basis Actual</u>	<u>Net Encumbrances*</u>
				<u>Non-GAAP Basis Actual</u>
Reconciliation of Budget and Actual:				
Current expenditures	\$ 454,208	\$ 82,931	\$ 648,800	
Capital outlay	<u>20,280</u>	<u>(9,687)</u>	<u>10,593</u>	
Total expenditures	<u>\$ 474,488</u>	<u>\$ 73,244</u>	<u>\$ 659,393</u>	

* In the above reconciliation, "net encumbrances" represents the difference between the encumbrances outstanding as of September 30, 2019 and the outstanding encumbrances as of September 30, 2018 which were paid during fiscal year 2019.

City of Deerfield Beach, Florida
Pension Trust Funds
Combining Statement of Fiduciary Net Position
September 30, 2019

	Firefighters' Pension Fund	Police Pension Fund	Non-Uniform Pension	Total Pension Trust Funds
Assets				
Investments:				
Money market funds	\$ 6,043,426	\$ 811,812	\$ 1,645,412	\$ 8,500,650
Mutual funds	14,782,214	4,987,636	-	19,769,850
U. S. government and agency securities	9,575,467	749,440	8,431,794	18,756,701
Corporate equities	64,190,407	26,120,468	28,332,265	118,643,140
Corporate bonds and notes	7,770,265	1,197,557	7,280,867	16,248,689
Real estate funds	14,208,886	7,343,033	5,191,662	26,743,581
Self directed DROP accounts	3,535,003	-	-	3,535,003
Hedge fund	924,607	-	2,780,985	3,705,592
Total Investments	<u>121,030,275</u>	<u>41,209,946</u>	<u>53,662,985</u>	<u>215,903,206</u>
Receivables				
Interest and dividends	122,258	21,297	136,706	280,261
Contributions receivable (state)	-	745,040	-	745,040
Pending trades	-	-	8,247	8,247
Employer Contributions	-	534	590	1,124
Total receivables	<u>122,258</u>	<u>766,871</u>	<u>145,543</u>	<u>1,034,672</u>
Total assets	<u>121,152,533</u>	<u>41,976,817</u>	<u>53,808,528</u>	<u>216,937,878</u>
Liabilities				
Accounts payable	-	37,808	68,667	106,475
Share plan distributions payable	-	539,589	-	539,589
Accounts payable - purchase of investments	45,729	10,524	-	56,253
Total liabilities	<u>45,729</u>	<u>587,921</u>	<u>68,667</u>	<u>702,317</u>
Deferred revenue	-	-	50,804	50,804
Net Position Restricted for pension benefits				
Net position restricted for defined benefits	107,537,031	35,853,680	53,689,057	197,079,768
Net position restricted for drop benefits	12,500,832	-	-	12,500,832
Net position restricted for share benefits	1,068,941	5,535,216	-	6,604,157
Total net position restricted for pension benefits	<u>\$ 121,106,804</u>	<u>\$ 41,388,896</u>	<u>\$ 53,689,057</u>	<u>\$ 216,184,757</u>

City of Deerfield Beach, Florida
Pension Trust Funds
Combining Statement of Changes in Fiduciary Net Position
For the Year Ended September 30, 2019

	Firefighters' Pension Fund	Police Pension Fund	Non-Uniform Pension	Total Pension Trust Funds
Additions				
Contributions:				
Employer	\$ 5,988,490	\$ 2,160,331	\$ 1,546,408	\$ 9,695,229
Plan members	853,718	-	20,200	873,918
Chapter	649,209	745,040	-	1,394,249
Total contributions	7,491,417	2,905,371	1,566,608	11,963,396
Investment earnings:				
Interest and investment revenue	3,525,780	2,215,277	1,392,039	7,133,096
Net increase(decrease)in the fair value of investments	100,795	(1,496,778)	1,136,611	(259,372)
Total investment earnings	3,626,575	718,499	2,528,650	6,873,724
Less investment expense	-	(251,677)	(339,178)	(590,855)
Net investment earnings	3,626,575	466,822	2,189,472	6,282,869
Miscellaneous	-	880	5,876	6,756
Total additions	11,117,992	3,373,073	3,761,956	18,253,021
Deductions				
Benefits paid	8,601,583	5,069,748	5,571,956	19,243,287
Administrative expenses	623,999	83,171	103,212	810,382
Total deductions	9,225,582	5,152,919	5,675,168	20,053,669
Change in net position	1,892,410	(1,779,846)	(1,913,212)	(1,800,648)
Net Position Restricted for Pension Benefits:				
Beginning of year	119,214,394	43,168,742	55,602,269	217,985,405
End of year	\$ 121,106,804	\$ 41,388,896	\$ 53,689,057	\$ 216,184,757

STATISTICAL SECTION

City of Deerfield Beach, Florida

For the Year Ended September 30, 2019

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STATISTICAL SECTION (UNAUDITED)

This is part of the City of Deerfield Beach's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information reflect about the City's overall financial health.

Financial Trends

These schedules contain trend information to help the reader understand how the City's financial performance and well being have changed over time.

Revenue Capacity

*These schedules contain information to help the reader assess the City's most significant local revenue, property tax.
Information about water and sewer rates is also included.*

Debt Capacity

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt as well as the City's ability to issue additional debt.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Operating Information

*These schedules contain service and infrastructure data to help the reader understand how the information in the
City's financial statements relate to the services that the City provides as well as the activities that the City performs.*

Sources: *Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.*

City of Deerfield Beach, Florida
Net Position by Component
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Governmental activities:										
Net investment in capital assets	\$ 42,523,352	\$ 46,212,686	\$ 54,762,079	\$ 58,120,088	\$ 57,468,114	\$ 61,201,885	\$ 64,215,625	\$ 68,098,733	\$ 66,878,760	\$ 65,413,462
Restricted	19,803,912	18,784,355	12,470,310	10,058,524	9,663,870	7,853,503	9,614,790	10,712,284	80,502,274	21,139,007
Unrestricted	4,546,293	(1,279,034)	(4,231,887)	(4,979,499)	(615,504)	(31,131,872)	(28,967,707)	(33,718,932)	(143,581,097)	(60,647,207)
Governmental activities net position	<u>\$ 66,873,557</u>	<u>\$ 63,718,007</u>	<u>\$ 63,000,502</u>	<u>\$ 63,199,113</u>	<u>\$ 66,516,480</u>	<u>\$ 37,923,516</u>	<u>\$ 44,862,708</u>	<u>\$ 45,092,085</u>	<u>\$ 3,799,937</u>	<u>\$ 25,905,262</u>
Business-type activities:										
Net Investment in capital assets	47,731,493	48,174,577	48,786,203	48,869,742	50,924,663	52,525,476	56,362,887	51,774,904	52,967,087	53,984,687
Restricted	-	8,887,099	743,836	743,838	743,838	1,760,856	1,834,718	1,834,565	1,839,167	1,174,491
Unrestricted	19,889,646	15,646,387	28,999,074	32,233,021	33,335,797	31,535,603	26,713,892	29,117,078	8,011,660	14,950,684
Total business-type activities net position	<u>\$ 67,621,139</u>	<u>\$ 72,708,063</u>	<u>\$ 78,529,113</u>	<u>\$ 81,846,601</u>	<u>\$ 85,004,298</u>	<u>\$ 85,821,935</u>	<u>\$ 84,911,497</u>	<u>\$ 82,726,547</u>	<u>\$ 62,817,914</u>	<u>\$ 70,109,862</u>
Primary Government										
Net Investment in capital assets	\$ 90,254,845	\$ 94,387,263	\$ 103,548,282	\$ 106,989,830	\$ 108,392,777	\$ 113,727,361	\$ 120,578,512	\$ 119,873,637	\$ 119,845,847	\$ 119,398,149
Restricted	19,803,912	27,671,454	13,214,146	10,802,362	10,407,708	9,614,359	11,449,508	3,199,222	82,341,441	22,313,498
Unrestricted	24,435,939	14,367,353	24,767,187	27,253,522	32,720,293	403,731	(2,253,815)	(4,601,854)	(135,569,437)	(45,696,523)
Total primary government net position	<u>\$ 134,494,696</u>	<u>\$ 136,426,070</u>	<u>\$ 141,529,615</u>	<u>\$ 145,045,714</u>	<u>\$ 151,520,778</u>	<u>\$ 123,745,451</u>	<u>\$ 129,774,205</u>	<u>\$ 118,471,005</u>	<u>\$ 66,617,851</u>	<u>\$ 96,015,124</u>

City of Deerfield Beach, Florida
Changes in Net Position
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Expenses										
Governmental activities:										
General government	\$ 18,528,933	\$ 22,805,473	\$ 12,612,575	\$ 11,821,874	\$ 12,353,311	\$ 14,043,751	\$ 15,971,447	\$ 18,833,091	\$ 13,858,877	\$ 10,139,309
Economic environment	1,415,860	770,651	959,617	1,981,715	2,832,290	1,746,288	2,770,154	2,421,264	3,255,195	1,831,573
Public safety	44,400,644	45,399,408	50,047,068	52,604,329	55,555,149	56,811,183	59,621,417	65,353,492	72,209,952	67,759,892
Human services	2,722,603	2,510,309	2,140,927	2,136,865	2,159,042	2,382,915	2,836,456	2,847,032	3,415,404	352,258
Physical environment	5,875,926	3,092,598	4,050,701	4,978,883	3,974,644	6,311,645	4,952,451	5,780,265	7,561,665	3,903,291
Transportation	2,911,620	2,579,100	2,502,148	2,906,127	3,375,247	4,125,562	4,047,654	4,527,599	4,863,339	5,293,134
Culture and recreation	6,465,100	7,223,675	5,394,983	4,358,166	4,032,285	3,728,135	5,846,869	5,992,978	7,398,066	4,525,216
Interest on long term debt	1,970,464	1,923,219	1,878,627	3,024,834	2,807,078	1,921,214	1,895,608	1,884,325	2,317,478	3,614,126
Total governmental activities expenses	<u>84,291,150</u>	<u>86,304,433</u>	<u>79,586,646</u>	<u>83,812,793</u>	<u>87,089,046</u>	<u>91,070,693</u>	<u>97,942,056</u>	<u>107,640,046</u>	<u>114,879,976</u>	<u>97,418,799</u>
Business-type activities:										
Water and sewer	21,264,592	20,182,450	20,048,897	20,899,520	22,210,582	23,570,064	25,282,502	26,341,135	26,719,702	24,088,048
Solid waste	15,307,635	14,795,080	13,613,964	14,354,330	13,849,313	14,468,169	15,712,131	17,163,860	17,109,044	15,522,046
Stormwater Utility	-	-	-	-	-	-	-	-	-	1,222,265
Total business-type activities expenses	<u>36,572,227</u>	<u>34,977,530</u>	<u>33,662,861</u>	<u>35,253,850</u>	<u>36,059,895</u>	<u>38,038,233</u>	<u>40,994,633</u>	<u>43,504,995</u>	<u>43,828,746</u>	<u>40,832,359</u>
Total primary government expenses	<u>\$ 120,863,377</u>	<u>\$ 121,281,963</u>	<u>\$ 113,249,507</u>	<u>\$ 119,066,643</u>	<u>\$ 123,148,941</u>	<u>\$ 129,108,926</u>	<u>\$ 138,936,689</u>	<u>\$ 151,145,041</u>	<u>\$ 158,708,722</u>	<u>\$ 138,251,158</u>
Program revenues										
Governmental activities:										
Charges for services										
General government	\$ 4,770,617	\$ 5,253,744	\$ 1,855,406	\$ 878,655	\$ 540,328	\$ 4,291,549	\$ 4,757,881	\$ 4,439,989	\$ 4,289,131	\$ 10,484,542
Public safety	13,277,004	15,899,993	15,661,078	16,737,515	20,615,778	23,802,373	21,932,165	25,350,237	26,114,265	23,921,809
Human services	488,947	23,387	327,856	12,699	29,316	10,020	50,140	56,573	100,229	84,130
Physical environment	258,722	186,497	1,191,226	185,794	286,215	355,326	189,872	183,105	343,511	634,542
Transportation	1,581,055	1,684,182	1,633,553	1,677,235	1,829,159	2,537,022	2,566,791	2,689,914	2,572,664	2,441,655
Culture and recreation	1,510,701	1,863,060	1,347,634	1,699,851	1,907,505	2,113,288	3,078,829	2,161,352	1,707,368	1,643,719
Operating grants and contributions	6,999,594	5,009,285	5,813,834	7,588,761	6,253,912	4,941,733	6,690,084	4,803,382	5,521,769	5,551,403
Capital grants and contributions	925,167	2,038,731	2,330,864	1,630,221	285,142	348,392	2,374,178	2,616,764	689,982	50,000
Total governmental activities	<u>29,811,807</u>	<u>31,958,879</u>	<u>30,161,451</u>	<u>30,410,731</u>	<u>31,747,355</u>	<u>38,399,703</u>	<u>41,639,940</u>	<u>42,301,316</u>	<u>41,338,919</u>	<u>44,811,800</u>
Business-type activities:										
Charges for services										
Water and sewer	24,675,663	24,807,442	24,250,089	24,651,018	24,754,868	25,296,809	24,908,850	25,556,346	25,729,905	27,394,983
Solid waste	14,624,135	14,925,959	14,701,713	15,441,291	14,626,474	14,748,707	15,327,755	15,832,628	16,754,407	17,770,995
Stormwater Utility	-	-	-	-	-	-	-	-	-	2,117,203
Capital grants and contributions	12,240	292,206	27,539	111,699	45,899	64,452	-	398,300	-	-
Total business-type activities	<u>39,312,038</u>	<u>40,025,607</u>	<u>38,979,341</u>	<u>40,204,008</u>	<u>39,427,241</u>	<u>40,109,968</u>	<u>40,236,605</u>	<u>41,787,274</u>	<u>42,484,312</u>	<u>47,283,181</u>
Total primary government program revenues	<u>\$ 69,123,845</u>	<u>\$ 71,984,486</u>	<u>\$ 69,140,792</u>	<u>\$ 70,614,739</u>	<u>\$ 71,174,596</u>	<u>\$ 78,509,671</u>	<u>\$ 81,876,545</u>	<u>\$ 84,088,590</u>	<u>\$ 83,823,231</u>	<u>\$ 92,094,981</u>
Net (Expense)/Revenue										
Governmental activities	\$ (54,479,343)	\$ (54,345,554)	\$ (49,425,195)	\$ (53,402,062)	\$ (55,341,691)	\$ (52,670,990)	\$ (56,302,116)	\$ (65,338,730)	\$ (73,541,057)	\$ (52,606,999)
Business-type activities	2,739,811	5,048,077	5,316,480	4,950,158	3,367,346	2,071,735	(758,028)	(1,717,721)	(1,344,434)	6,450,822
Total primary government net expense	<u>\$ (51,739,532)</u>	<u>\$ (49,297,477)</u>	<u>\$ (44,108,715)</u>	<u>\$ (48,451,904)</u>	<u>\$ (51,974,345)</u>	<u>\$ (50,599,255)</u>	<u>\$ (57,060,144)</u>	<u>\$ (67,056,451)</u>	<u>\$ (74,885,491)</u>	<u>\$ (46,156,177)</u>

City of Deerfield Beach, Florida
Changes in Net Position
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
General Revenues and Other										
Changes in Net Position										
Governmental activities:										
Taxes										
Property taxes	\$ 35,093,629	\$ 34,791,821	\$ 27,073,004	\$ 28,188,611	\$ 33,750,761	\$ 35,512,381	\$ 37,603,317	\$ 39,732,879	\$ 42,852,391	\$ 45,215,722
Utility taxes	-	-	6,705,240	7,343,575	7,907,567	7,976,554	8,074,781	8,307,025	8,429,194	8,709,365
Sales taxes	3,693,667	3,890,338	4,123,936	4,394,070	4,648,145	4,875,615	5,413,109	5,062,149	5,384,431	5,321,474
Franchise taxes	9,767,204	9,429,873	8,652,572	8,959,809	8,867,645	6,832,413	7,795,465	7,648,226	7,622,049	7,840,494
Motor fuel taxes	1,271,279	1,283,545	1,289,074	1,285,882	1,318,433	1,353,883	1,491,230	1,416,578	1,418,558	1,427,609
Alcoholic beverage/mobile home license taxes	55,795	49,433	52,419	48,407	55,777	96,892	85,980	96,204	86,067	85,214
Grants and contributions not restricted to specific programs	1,174,449	1,241,144	1,072,777	1,471,496	1,622,476	1,804,085	1,868,658	1,987,520	2,065,013	1,983,976
Unrestricted investment earnings	160,249	77,980	39,677	64,333	56,617	85,147	207,623	279,975	894,912	2,403,213
Miscellaneous revenues	65,561	432,884	176,178	166,419	166,676	1,797,415	380,032	730,852	2,187,154	1,454,296
Transfers	-	(7,014)	(477,187)	-	-	270,893	321,113	306,699	306,699	270,961
Total governmental activities	<u>51,281,833</u>	<u>51,190,004</u>	<u>48,707,690</u>	<u>51,922,602</u>	<u>58,394,097</u>	<u>60,605,278</u>	<u>60,605,278</u>	<u>65,568,107</u>	<u>71,246,468</u>	<u>74,712,324</u>
Business-type activities:										
Unrestricted investment earnings	9,771	31,833	27,383	45,401	55,312	59,880	168,703	237,770	493,611	1,112,080
Miscellaneous revenues	-	-	-	-	-	(46,381)	-	-	-	-
Transfers	-	7,014	477,187	(1,678,071)	(264,961)	(270,893)	(321,113)	(306,699)	(306,699)	(270,961)
Total business-type activities	<u>9,771</u>	<u>38,847</u>	<u>504,570</u>	<u>(1,632,670)</u>	<u>(209,649)</u>	<u>(257,394)</u>	<u>(152,410)</u>	<u>(68,929)</u>	<u>186,912</u>	<u>841,119</u>
Total primary government	<u>51,291,604</u>	<u>51,228,851</u>	<u>49,212,260</u>	<u>50,289,932</u>	<u>58,184,448</u>	<u>60,347,884</u>	<u>63,088,898</u>	<u>65,499,178</u>	<u>71,433,380</u>	<u>75,553,443</u>
Change in net position										
Governmental activities	(3,197,510)	(3,155,550)	(717,505)	(1,479,460)	3,052,406	7,934,288	6,939,192	229,377	(2,294,589)	22,105,325
Business-type activities	2,749,582	5,086,924	5,821,050	3,317,488	3,157,697	1,814,341	(910,438)	(2,184,950)	(1,157,523)	7,291,941
Total primary government	<u>\$ (447,928)</u>	<u>\$ 1,931,374</u>	<u>\$ 5,103,545</u>	<u>\$ 1,838,028</u>	<u>\$ 6,210,103</u>	<u>\$ 9,748,629</u>	<u>\$ 6,028,754</u>	<u>\$ (1,955,573)</u>	<u>\$ (3,452,112)</u>	<u>\$ 29,397,266</u>

City of Deerfield Beach, Florida
Governmental Activities Tax Revenues by Source
Last Ten Fiscal Years
(Accrual Basis of Accounting)

Fiscal Year	Property Taxes	Utility Taxes	Sales Taxes	Franchise Taxes	Local Option Gas Tax	Alcoholic Beverage/ Mobile Home License Taxes	Total
2010	\$ 35,093,628	\$ -	\$ 3,693,667	\$ 9,767,204	\$ 1,271,279	\$ 55,795	\$ 49,881,573
2011	34,791,821	-	3,890,338	9,429,873	1,283,545	49,433	49,445,010
2012	27,073,004	6,705,240	4,123,936	8,652,572	1,289,074	52,419	47,896,245
2013	28,188,611	7,343,575	4,394,070	8,959,809	1,285,882	48,407	50,220,354
2014	33,750,761	7,907,567	5,934,513	8,867,645	1,318,433	55,777	57,834,696
2015	35,512,381	7,976,554	4,875,615	6,832,413	1,353,883	96,892	56,647,738
2016	37,603,317	8,074,781	6,393,307	7,639,677	1,491,230	85,980	61,288,292
2017	39,732,879	8,307,025	5,062,149	7,648,226	1,416,578	96,204	62,263,061
2018	42,852,391	8,429,194	6,677,330	7,622,049	1,418,558	86,067	67,085,589
2019	45,215,722	8,709,365	5,321,474	7,840,494	1,427,609	85,214	68,599,878

City of Deerfield Beach, Florida
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	Fiscal Year									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
General Fund										
Reserved	\$ 1,603,545	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unreserved	11,681,260	-	-	-	-	-	-	-	-	-
Non-spendable	-	824,089	705,590	696,001	663,995	211,331	245,932	441,359	700,972	231,158
Assigned	-	3,885,412	4,600,367	4,193,717	4,502,471	7,028,371	7,855,937	8,057,917	8,291,753	8,848,378
Unassigned	-	4,682,040	1,711,253	2,823,003	8,781,650	11,631,572	16,512,401	16,400,894	17,968,892	17,617,909
Total general fund	<u>13,284,805</u>	<u>9,391,541</u>	<u>7,017,210</u>	<u>7,712,721</u>	<u>13,948,116</u>	<u>18,871,274</u>	<u>24,614,270</u>	<u>24,900,170</u>	<u>26,961,617</u>	<u>26,697,445</u>
All Other Governmental Funds										
Reserved	3,853,103	-	-	-	-	-	-	-	-	-
Unreserved, reported in:										
Special revenue funds	12,241,644	-	-	-	-	-	-	-	-	-
Debt service funds	288,157	-	-	-	-	-	-	-	-	-
Capital project funds	1,580,263	-	-	-	-	-	-	-	-	-
Non-spendable	-	2,190,989	1,217,499	1,229,499	1,240,498	1,251,701	1,066,318	1,657,455	1,408,008	1,297,270
Restricted	-	16,846,273	12,280,648	22,844,054	17,303,614	11,323,253	12,263,149	12,317,388	49,356,084	48,641,826
Unassigned	-	(908,678)	(245,058)	101,767	(181,733)	(231,284)	(284,862)	(294,146)	(164,575)	(381,201)
Total all other governmental funds	<u>\$ 17,963,167</u>	<u>\$ 18,128,584</u>	<u>\$ 13,253,089</u>	<u>\$ 24,175,320</u>	<u>\$ 18,362,379</u>	<u>\$ 12,343,670</u>	<u>\$ 13,044,605</u>	<u>\$ 13,680,697</u>	<u>\$ 50,599,517</u>	<u>\$ 49,557,895</u>

Note: The City implemented GASB 54 beginning with the fiscal year ended September 30, 2011.

City of Deerfield Beach, Florida
Changes in Fund Balances - Governmental Funds
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Revenues										
Property taxes	\$ 36,649,353	\$ 35,102,671	\$ 34,252,646	\$ 27,771,349	\$ 28,291,130	\$ 35,512,396	\$ 37,603,317	\$ 39,732,879	\$ 42,852,391	\$ 45,215,722
Sales and use taxes	3,832,424	5,036,695	5,165,731	5,432,787	5,565,280	6,221,255	6,790,747	6,374,461	6,677,330	6,725,332
Fire assessment fees	6,142,612	5,998,886	8,090,526	8,371,764	8,491,262	11,007,913	11,068,185	11,041,726	11,026,863	11,288,253
Franchise fees	12,011,964	9,921,939	9,584,608	8,704,150	8,959,809	8,447,210	7,795,465	7,648,226	7,622,049	7,840,494
Utility taxes	-	-	-	6,705,240	7,343,575	7,976,554	8,074,781	8,307,025	8,429,194	8,709,365
Local option gas tax	1,336,986	1,271,279	1,283,545	1,289,074	1,285,882	1,353,883	1,491,230	1,416,578	1,418,558	1,427,609
Alcoholic beverage/mobile home license taxes	-	-	-	-	-	-	-	-	-	85,214
Local business taxes/permits	1,638,823	1,673,573	2,567,037	2,906,324	3,006,077	4,674,337	4,202,781	5,432,035	4,951,256	7,535,466
Intergovernmental	7,969,279	6,813,940	6,779,390	7,380,901	8,753,280	5,058,080	5,058,080	7,000,870	5,838,827	3,494,173
Charges for services	7,515,348	7,859,433	8,098,203	7,476,283	8,236,329	9,785,012	9,674,471	10,275,886	9,998,883	10,050,895
Fines and forfeitures	1,161,701	1,508,597	1,246,585	1,031,508	911,536	1,726,615	1,830,841	1,484,146	1,529,006	1,325,231
Impact fees	-	-	-	-	-	-	176,954	244,612	138,626	457,808
Investment earnings	724,805	160,673	78,154	39,677	64,333	85,191	207,695	279,974	894,911	2,403,213
Miscellaneous	4,902,049	5,439,834	5,918,709	7,651,004	6,870,128	17,030,831	9,085,943	9,424,423	9,244,581	10,600,471
Total revenues	<u>83,885,344</u>	<u>80,787,520</u>	<u>83,065,134</u>	<u>84,760,061</u>	<u>87,778,621</u>	<u>108,879,277</u>	<u>107,186,590</u>	<u>108,662,841</u>	<u>110,622,475</u>	<u>117,159,246</u>
Expenditures										
General government	20,312,385	19,943,800	16,674,774	15,483,228	15,510,007	21,977,441	18,083,088	20,379,141	16,637,413	16,796,303
Economic environment	910,203	778,651	1,250,183	2,113,478	2,964,052	1,821,340	2,770,158	2,121,390	2,782,544	2,832,044
Public safety	43,407,203	43,892,036	48,742,790	51,659,751	54,809,205	58,670,678	60,100,777	61,789,116	65,048,696	68,763,739
Human services	2,766,956	2,454,137	2,085,353	2,081,504	2,154,433	2,842,242	2,197,031	2,436,525	2,915,117	2,832,728
Physical environment	5,043,035	2,268,385	3,263,916	4,334,094	3,518,440	6,845,708	4,843,967	6,160,397	7,265,038	7,361,321
Transportation	1,999,906	1,670,907	1,574,080	1,850,040	2,292,118	2,737,514	2,812,545	2,795,435	2,902,618	2,398,753
Culture and recreation	5,609,960	6,533,568	4,600,545	3,504,151	2,997,052	3,658,093	3,975,250	4,603,199	5,507,911	5,725,177
Capital outlay	3,641,497	4,949,174	9,607,475	6,176,331	5,770,037	5,872,209	4,717,906	2,885,587	2,885,587	5,434,535
Debt service	-	-	-	-	-	-	-	-	-	-
Principal retirement	2,532,394	2,340,272	2,285,825	2,285,825	2,606,667	2,504,085	2,520,002	2,725,773	2,745,479	2,564,594
Interest and fiscal charges	2,000,860	1,955,037	1,908,170	2,208,582	2,710,837	2,063,110	2,048,017	2,150,785	2,101,051	4,026,808
Fiscal agent fees and other fees	-	-	-	332,013	102,057	-	-	-	-	-
Total expenditures	<u>88,224,399</u>	<u>86,785,967</u>	<u>91,993,111</u>	<u>92,028,997</u>	<u>(99,542,112)</u>	<u>(94,894,905)</u>	<u>104,068,741</u>	<u>108,047,348</u>	<u>110,791,454</u>	<u>118,736,002</u>
Excess (deficiency) of revenue over (under) expenditures	<u>(4,339,055)</u>	<u>(5,998,447)</u>	<u>(8,927,977)</u>	<u>(7,268,936)</u>	<u>(7,656,284)</u>	<u>(113,143)</u>	<u>(1,008,251)</u>	<u>615,493</u>	<u>(168,979)</u>	<u>(1,576,756)</u>
Other Financing Sources (Uses)										
Transfers in	6,013,653	6,154,285	4,954,400	10,647,167	7,517,606	6,966,774	6,843,592	7,316,052	6,896,744	6,425,237
Transfers out	6,013,653	6,161,299	4,971,176	8,969,096	7,252,645	6,695,875	6,522,479	7,009,353	6,590,045	(6,154,275)
Bonds and notes issued	-	-	-	34,860,000	-	-	-	-	36,155,000	-
Premiums on bonds issued	-	-	-	1,125,416	-	-	-	-	5,826,066	-
Proceeds from refunded bonds	-	-	-	(14,282,254)	-	-	-	-	-	-
Bonds and notes issued	-	-	-	-	-	-	-	-	36,155,000	-
Capital lease proceeds	-	-	-	-	-	-	1,752,172	-	-	-
Total other financing sources (uses)	<u>424,788</u>	<u>(7,014)</u>	<u>(16,776)</u>	<u>23,381,233</u>	<u>264,961</u>	<u>270,899</u>	<u>5,191,224</u>	<u>306,699</u>	<u>78,442,765</u>	<u>270,962</u>
Net changes in fund balances	<u>\$ (3,914,267)</u>	<u>\$ (6,005,461)</u>	<u>\$ (8,944,753)</u>	<u>\$ 8,599,182</u>	<u>\$ (6,851,323)</u>	<u>\$ 157,156</u>	<u>\$ 5,191,224</u>	<u>\$ 922,192</u>	<u>\$ 78,273,786</u>	<u>\$ (1,305,794)</u>
Debt services as a percentage of non-capital expenditures	5.50 %	5.40 %	5.10 %	13.20 %	5.50 %	4.40 %	4.73 %	4.83 %	4.55 %	5.40 %

City of Deerfield Beach, Florida
General Governmental Tax Revenues by Source
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

Fiscal Year	Property Taxes	Utility Taxes	Sales Taxes	Franchise Taxes	Local Option Gas Tax	Alcoholic Beverage/ Mobile Home License Taxes	Total
2010	\$ 35,102,671	\$ -	\$ 5,036,695	\$ 9,921,939	\$ 1,271,279	\$ 55,795	\$ 51,388,379
2011	34,252,646	-	5,165,731	9,584,608	1,283,545	49,433	50,335,963
2012	27,771,349	6,705,240	5,432,787	8,704,150	1,289,074	52,419	49,955,019
2013	28,291,130	7,343,575	5,565,280	8,959,809	1,285,882	48,407	51,494,083
2014	33,750,761	7,907,567	5,934,513	8,867,645	1,318,433	55,777	57,834,696
2015	35,512,396	7,976,554	4,875,615	6,832,413	1,353,883	96,892	56,647,753
2016	37,603,317	8,074,781	6,393,307	7,639,677	1,377,907	85,980	61,174,969
2017	39,732,879	8,307,025	6,374,461	7,648,226	1,416,578	96,204	63,575,373
2018	42,852,391	8,429,194	6,677,330	7,622,049	1,418,558	86,067	67,085,589
2019	45,215,722	8,709,365	6,725,332	7,840,494	1,427,609	85,214	70,003,736

City of Deerfield Beach, Florida
Assessed Value and Actual Value of Taxable Property
Last Ten Fiscal Years

Fiscal Year	Real Property (1)	Personal Property	Less: Tax-Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value (1)	Taxable Assessed Value as a Percentage of Actual Taxable Value
2010	\$ 7,933,546,387	\$ 450,375,114	\$ 2,293,568,030	\$ 6,090,353,471	5.7900	\$ 9,834,257,465	61.930%
2011	6,413,168,923	411,439,128	1,684,098,356	5,140,509,695	6.7688	8,035,763,100	63.970%
2012	6,085,548,562	392,877,631	1,636,113,175	4,842,313,018	5.7688	7,629,719,059	63.466%
2013	6,068,817,518	389,788,094	1,614,924,968	4,843,680,644	5.7688	7,605,089,169	63.690%
2014	6,282,449,796	398,719,587	1,673,533,699	5,007,635,684	6.7688	7,864,092,199	63.677%
2015	6,965,511,494	402,157,090	2,064,034,621	5,303,633,963	6.7688	8,646,548,680	61.338%
2016	7,575,534,000	428,708,115	2,347,582,606	5,656,659,509	6.6688	9,388,030,664	60.254%
2017	8,307,953,360	439,084,367	2,667,289,990	6,079,747,737	6.5007	10,239,191,304	59.377%
2018	8,926,809,490	449,468,620	1,425,792,130	7,950,485,980	6.5007	10,961,317,366	72.532%
2019	9,581,418,870	452,285,512	1,952,768,762	8,080,935,620	6.4810	11,710,313,829	69.007%

Note: Assessed values are determined as of January 1st for each fiscal year.

(1) Real Property is assessed at 88% and Personal Property is assessed at 55%

Source: Broward County, Florida Property Appraiser

City of Deerfield Beach, Florida
Property Tax Rates – Direct and Overlapping Government

Overlapping Rates														
Fiscal Year	City of Deerfield Beach			County			School District			Children's Services	North Broward Hospital District	South Florida Water Management District	Florida Inland Navigation District	Total Direct & Overlapping Rates
	Operating Millage	Debt Service Millage	Total City Millage	Operating Millage	Debt Service Millage	Total County Millage	Operating millage	Debt Service Millage	Total School Millage					
2010	5.3499	0.4401	5.7900	4.8889	0.5000	5.3889	7.4310	-	7.4310	0.4243	1.7059	0.6240	0.0345	21.3986
2011	6.2482	0.5206	6.7688	5.1021	0.4509	5.5530	7.6310	-	7.6310	0.4696	1.8750	0.6240	0.0345	22.9559
2012	5.1865	0.5832	5.7697	5.1860	0.3670	5.5530	7.4180	-	7.4180	0.4789	1.8750	0.4363	0.0345	21.5654
2013	5.1856	0.5832	5.7688	5.2576	0.2954	5.5530	7.4560	-	7.4560	0.4902	1.8564	0.4289	0.0345	21.5878
2014	6.2317	0.5371	6.7688	5.4400	0.2830	5.7230	7.4800	-	7.4800	0.4882	1.7554	0.4110	0.0345	22.6609
2015	6.2745	0.4943	6.7688	5.4584	0.2646	5.7230	7.4380	-	7.4380	0.4882	1.5939	0.3842	0.0345	22.4306
2016	6.1949	0.4739	6.6688	5.4741	0.2489	5.7230	7.2030	0.0710	7.2740	0.4882	1.4425	0.3551	0.0320	21.9836
2017	6.0493	0.4514	6.5007	5.4474	0.2216	5.6690	6.8360	0.0703	6.9063	0.4882	1.3462	0.3307	0.0320	21.2731
2018	6.0981	0.4026	6.5007	5.4623	0.2067	5.6690	6.4740	0.0654	6.5394	0.4882	1.2483	0.3100	0.0320	20.7876
2019	6.1267	0.3740	6.5007	5.4792	0.1898	5.6690	6.2750	0.1279	6.4029	0.4882	1.0855	0.2936	0.0320	20.4719

Source: Broward County, Florida Property Appraiser.

City of Deerfield Beach, Florida
Principal Property Taxpayers
Current Year and Nine Years Ago

Tax Payer	2019			2010		
	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Valuation	Assessed Valuation	Rank	Percentage of Total Taxable Assessed Valuation
1. Florida Power & Light Co.	\$ 89,412,524	1	1.57 %	\$ 48,904,060	3	0.80 %
2. SCG Atlas deercreek 11 LLC % Starwood Cap	86,442,380	2	1.52	-	-	-
3. Publix Super Markets	84,867,610	3	1.49	69,994,010	1	1.15
4. Weingarten realty Investors % Paul Wilke	68,844,240	4	1.21	-	-	-
5. Deerfield Beach ES Hotel LLC	65,516,918	5	1.15	-	-	-
6. Quiet Waters Business Park LLC % Graystar	53,775,090	6	0.95	41,628,660	6	0.68
7. EQR-WATERWAYS LLC %STARWOOD CAP. GRP LP	45,623,151	7	0.80	-	-	-
8. Hillsboro Technology Center LLC	45,268,630	8	0.80	-	-	-
9. Land TR City National Bank of FL TRSTEE	44,761,862	9	0.79	35,165,292	9	0.58
10. Crown Diversified Ind Corp	40,193,178	10	0.71	30,833,618	10	0.51
11. City National bank of FL TRSTE	-	-	-	60,000,000	2	0.99
12. CP Deerfield LLC	-	-	-	43,593,790	4	0.72
13. City National Bank of Florida	-	-	-	37,416,643	8	0.61
14. Felcor/CSS Holdings LP	-	-	-	38,981,090	7	0.64
15. News and Sun Sentinel	-	-	-	44,545,909	5	0.73
Total	<u>\$ 624,705,583</u>		<u>10.99 %</u>	<u>\$ 451,063,072</u>		<u>7.41 %</u>

Source: Broward County Records, Taxes and Treasury Division

Broward County, Florida Property Appraiser

City of Deerfield Beach, Florida
Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year Ended	Tax Roll Year	Collected within the Fiscal Year of the Levy			Delinquent Tax Collections*	Total Collections to Date	
		Taxes Levied	Amount	Percentage of Levy		Amount	Percentage of Levy
2010	2009	\$ 35,371,075	\$ 34,804,296	98.4	\$ 207,086	\$ 35,011,382	99.0
2011	2010	34,882,909	34,086,591	97.7	166,055	34,252,646	98.2
2012	2011	27,996,499	27,771,349	99.2	36,493	27,807,842	99.3
2013	2012	28,007,125	26,185,412	93.5	362,795	26,548,207	94.8
2014	2013	31,263,431	29,869,364	95.5	(113,030) *	29,756,334	95.2
2015	2014	33,333,975	32,924,554	98.8	(121,127) *	32,803,427	98.4
2016	2015	35,102,340	34,887,089	99.4	47,214	34,934,303	99.5
2017	2016	39,631,940	37,991,955	95.9	62,509	38,054,464	96.0
2018	2017	42,810,803	40,940,537	95.6	860,484	41,801,021	97.6
2019	2018	46,146,136	44,107,935	95.6	912,471	45,020,406	97.6

Delinquent tax collections are recognized when received. Amounts not collected as of the applicable fiscal year end have been fully reserved and are not reported in the basic financial statements.

*Negative amount represents refund of prior year's taxes as a result of decision by Broward County Value Adjustment Board.

Source: Broward County, Florida Revenue Collector

City of Deerfield Beach, Florida
Water Sold by Type of Customer
Last Ten Fiscal Years
(in thousands of gallons)

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Residential - Single Family	\$ 828,961.00	\$ 838,122.00	\$ 747,798.00	\$ 772,444.00	\$ 745,569.00	\$ 784,548.00	\$ 790,967.00	\$ 853,859.00	\$ 796,740.00	\$ 794,050.00
Residential - Multi-Family	1,119,125.00	1,095,698.00	1,063,976.00	1,123,024.00	1,063,107.00	1,084,878.00	1,006,073.00	763,095.00	753,441.00	663,433.00
Commercial	518,014.00	515,713.00	513,810.00	557,271.00	532,985.00	554,552.00	592,708.00	546,010.00	596,111.00	540,127.00
Irrigation	532,637.00	489,519.00	505,949.00	551,942.00	556,219.00	548,671.00	520,962.00	579,577.00	578,262.00	596,566.00
Hydrants	777.00	1,764.00	44.00	98.00	345.00	9,795.00	793.00	7,988.00	5,102.00	8,862.00
Total	<u>\$2,999,514.00</u>	<u>\$2,940,816.00</u>	<u>\$2,831,577.00</u>	<u>\$3,004,779.00</u>	<u>\$2,898,225.00</u>	<u>\$2,982,444.00</u>	<u>\$2,911,503.00</u>	<u>\$2,750,529.00</u>	<u>\$2,729,656.00</u>	<u>\$2,603,038.00</u>
Total direct rate per 1,000 gallons	<u>\$ 2.65</u>	<u>\$ 2.65</u>	<u>\$ 2.65</u>	<u>\$ 2.65</u>	<u>\$ 2.65</u>	<u>\$ 2.65</u>	<u>\$ 2.65</u>	<u>\$ 2.65</u>	<u>\$ 2.65</u>	<u>\$ 2.65</u>

Source: City of Deerfield Beach, Department of Financial Services

City of Deerfield Beach, Florida
Water and Sewer Rates
Last Ten Fiscal Years

Fiscal Year	Water		Sewer	
	Monthly Base			
	Rate			
2010	\$ 15.00	\$ 2.65	\$ 10.98	\$ 2.71
2011	15.00	2.65	10.98	2.71
2012	15.00	2.65	10.98	2.71
2013	15.00	2.65	10.98	2.71
2014	15.00	2.65	10.98	2.71
2015	15.00	2.65	10.98	2.71
2016	15.00	2.65	10.98	2.71
2017	15.00	2.65	10.98	2.71
2018	15.00	2.65	10.98	2.71
2019	15.00	2.65	10.98	2.71

Note: Rates are based on 3/4" meter, which is the standard household meter size.

Source: City of Deerfield Beach, Customer Service

City of Deerfield Beach, Florida
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

Fiscal Year	Governmental Activities			Business-type Activities				Total Primary Government	Percentage of Personal Income	Per Capita	Population	Personal Income
	General Obligation Bonds	Covenant Bonds	Capital Leases	Water and Sewer Bonds	Capital Leases	Loans and Notes						
2010	\$ 25,209,669	\$ 13,560,000	\$ 1,375,734	\$ 16,623,792	\$ 2,472,783	\$ 20,499,422	\$ 79,741,400	4.59	\$ 1,089	73,216	\$ 1,736,610,000	
2011	23,797,434	13,125,000	882,697	16,019,116	1,649,043	19,167,958	74,641,248	4.00	995	75,018	1,863,871,000	
2012	22,369,937	12,670,000	479,369	15,426,772	2,607,256	17,798,020	71,351,354	4.02	934	76,389	1,776,923,000	
2013	21,128,368	25,265,000	231,996	14,827,383	1,760,609	16,388,471	79,601,827	4.33	1,041	76,473	1,836,793,000	
2014	19,797,105	24,140,000	80,981	14,938,143	1,087,825	14,196,426	74,240,480	4.06	960	77,361	1,829,286,000	
2015	18,533,690	22,980,000	-	14,042,421	639,800	14,196,426	70,392,337	3.96	918	76,662	1,779,325,000	
2016	17,295,290	21,785,000	1,665,572	12,839,802	3,042,143	12,498,150	69,125,957	3.77	890	77,659	1,834,539,000	
2017	16,977,148	20,921,705	1,296,968	12,112,720	831,697	10,884,734	63,024,972	3.34	793	78,042	1,852,951,000	
2018	15,073,185	51,265,000	951,425	11,397,243	610,114	9,246,973	88,543,940	3.78	1,127	78,573	2,343,754,000	
2019	14,262,255	56,186,812	601,070	10,595,004	9,696,445	7,579,659	98,921,245	4.79	1,244	79,497	2,066,445,000	

Note: General Obligation and Covenant bonds are presented net of any related premiums, discounts and adjustments.

City of Deerfield Beach, Florida
Ratios of General Bonded Debt Outstanding
Last Ten Fiscal Years

<u>Fiscal Year</u>	<u>General Obligations Bonds</u>	<u>Less: Amounts Available in Debt Service Funds</u>	<u>Total</u>	<u>Percentage of Actual Taxable Value</u>	<u>Per Capita</u>
2010	\$ 25,209,669	\$ 288,157	\$ 24,921,512	0.25 %	\$ 340
2011	23,797,434	290,794	23,506,640	0.29 %	313
2012	22,369,937	290,782	22,079,155	0.29 %	289
2013	2,112,836	2,539,617	(426,781)	0.24 %	243
2014	19,797,105	2,513,964	17,283,141	0.22 %	223
2015	18,533,690	2,534,573	15,999,117	0.19 %	209
2016	17,295,290	2,400,835	14,894,455	0.18 %	223
2017	16,977,148	2,440,501	14,536,647	0.17 %	207
2018	15,073,185	6,507,301	8,565,884	0.10 %	140
2019	14,262,255	4,537,565	9,724,690	0.08 %	122

Source: City of Deerfield Beach, Financial Services Department

City of Deerfield Beach, Florida
Direct and Overlapping Governmental Activities Debt
As of September 30, 2019

	Debt Outstanding	Estimated Percentage Applicable	Estimated Share of Overlapping Debt
Direct Debt:			
General obligation bonds	\$ 14,262,255	100.00 %	\$ 14,262,255
Covenant bonds (1)	56,186,812	100.00 %	56,186,812
Capital leases	601,070	100.00 %	601,070
Total direct debt	<u>71,050,137</u>		<u>71,050,137</u>
Overlapping Debt:			
School Board of Broward County, Florida:			
Certificates of participation	\$ 1,494,419,000	3.74 %	55,891,271
Capital leases	68,850,000	3.74 %	2,574,990
Broward County, Florida (2)	493,615,000	3.74 %	18,461,201
Subtotal, overlapping debt	<u>2,056,884,000</u>		<u>76,927,462</u>
Total direct debt and overlapping debt	<u>\$ 2,124,173</u>		<u>\$ 144,217,073</u>

- (1) \$4,350,000 of covenant bonds are secured by and payable from the Florida Power and Light Company electric franchise fees. The remaining balance of covenant bonds are payable from all governmental activities revenue sources of the City, Except for ad valorem taxes.
- (2) Overlapping debt includes only general obligation debt secured by ad valorem taxes as of September 30, 2019.
- (3) Debt outstanding data provided by each government unit.

Sources: Assessed value data used to estimate applicable percentages provided by the Broward County, Florida Property Appraiser.

** Ratio of taxable assessed value in the City of Deerfield Beach to total Broward County assessed value.*

Note: The computation of legal debt margin is not included in the statistical section, since neither the Florida statutes nor the current ordinances of the City of Deerfield Beach specify a legal debt margin.

City of Deerfield Beach, Florida
Water and Sewer Pledged-Revenue Coverage
Last Ten Fiscal Years

Fiscal Year	Gross		Net Revenue Available for Debt Service	Debt Service Requirements			Coverage
	Revenues (A)	Expenses (B)		Escrow or Principal	Interest	Total (C)	
2010	\$ 24,685,434	\$ 15,503,529	\$ 9,181,905	\$ 1,667,284	\$ 1,452,922	\$ 3,120,206	2.94
2011	24,839,275	14,564,201	10,275,074	1,936,139	1,359,143	3,295,282	3.12
2012	24,277,472	13,681,310	10,596,162	1,962,273	1,293,540	3,255,813	3.25
2013	24,696,419	14,235,267	10,461,152	1,968,105	1,278,885	3,246,990	3.22
2014	24,810,180	17,417,474	7,392,706	2,081,285	1,152,032	3,233,317	2.29
2015	25,356,689	15,350,588	10,006,101	1,498,498	1,065,191	2,563,689	3.90
2016	25,077,553	15,838,252	9,239,301	2,238,878	877,272	3,116,150	2.97
2017	25,395,815	17,079,275	8,300,090	2,340,498	829,997	3,170,495	2.62
2018	25,434,035	16,904,326	8,529,709	2,402,352	875,366	3,277,718	2.60
2019	28,213,257	14,086,816	14,126,441	2,584,194	650,132	3,234,326	2.78

- A) Gross revenue for the purpose of determining debt service coverage, is equal to the sum of the operating revenues of the Water and Sewer Fund and total interest earnings.
- B) Expenses, for the purpose of determining debt service coverage, are equal to the total operating expenses of the Water and Sewer Fund less depreciation and less the general administrative charge.
- C) The debt service requirement for the Florida Municipal Loan Council Revenue bonds, Series 2008A is set forth in the tri-partite loan agreement between the City ("the Borrower"); Banc of America Public Capital Corporation ("the Purchaser"); and the Florida Municipal Loan Council ("the Issuer").
- D) The debt service requirements for the State of Florida Drinking Water Revolving Loan, as well as the State's Water Pollution Control Financing Corporation revolving loans are set forth in the 'Clean Water State Revolving Fund Agreement' between the City and the State of Florida, Department of Environmental Protection.

City of Deerfield Beach, Florida
Non-Ad Valorem Revenue
Anti-Dilution Test
September 30, 2019

Revenues	FY2019	FY2018	Prior Two- Year Average
Total Governmental Funds	\$ 117,159,246	\$ 110,622,478	\$113,890,862
Less: Ad Valorem Tax Revenues	(41,337,606)	(39,393,931)	(40,365,769)
Incremental Tax Revenues	(3,878,116)	(3,458,460)	(3,668,288)
Total Governmental Non-Ad Valorem Revenues	71,943,524	67,770,087	69,856,805
Less: Restricted Funds:			
Community Redevelopment Agency	(70,380)	(94,291)	(82,336)
General Construction Fund	(1,112,010)	(289,843)	(700,927)
Non-Major Governmental Funds	(5,797,212)	(5,689,202)	(5,743,207)
Adjusted Non-Ad Valorem Revenues	<u>\$ 64,963,922</u>	<u>\$ 61,696,751</u>	<u>\$ 63,330,335</u>

Expenditures	FY2019	FY2018	Prior Two- Year Average
Essential Expenditures:			
Public Safety	\$ 68,763,739	\$ 64,429,468	\$ 66,596,604
General Governmental	16,796,303	16,637,412	16,716,858
Total Essential Expenditures	85,560,042	81,066,880	83,313,462
Less: Ad Valorem Revenues Available to Pay Essential Expenditures	<u>(41,337,606)</u>	<u>(39,393,931)</u>	<u>(40,365,769)</u>
Adjusted Essential Expenditures	<u>44,222,436</u>	<u>41,672,949</u>	<u>42,947,693</u>

Net Non-Ad Valorem Revenues Available for Debt Service	<u>\$ 20,741,486</u>	<u>\$ 20,023,802</u>	<u>\$ 20,382,644</u>
---	----------------------	----------------------	----------------------

Adjustments	FY2019	FY2018	Prior Two- Year Average
Ad Valorem Revenue Restricted for Debt Service	\$ 2,564,594	\$ 2,519,724	\$ 2,542,159

Test 1 - Prior Two Year Average of Non-Ad Valorem Revenues Covers Projected MADS by 150%

Net Non-Ad Valorem Revenues available for debt service	\$ 20,382,644
Maximum Annual Non-Ad Valorem Debt Service	\$ 2,020,570
Coverage	1,008.76 %

Test 2 - Projected MADS does not exceed 20% of Governmental Fund Revenues, less ad valorem revenues restricted for debt service and debt proceeds

Two-Year Average Net Total Governmental Funds	\$ 111,348,703
Maximum Annual Non-Ad Valorem Debt Service	\$ 2,020,570
Coverage	1.81 %

City of Deerfield Beach, Florida
Demographic and Economic Statistics
Last Ten Fiscal Years

Fiscal Year	(1) Population	Personal Income**	(2) Per Capita Personal Income	(1) Median Age	(3) School Enrollment	(2) Unemployment Rate
2010	73,216	\$ 1,736,610	\$ 23,719	42.2	8,169	11.50 %
2011	75,018	1,850,526	24,668	43.3	8,278	9.00 %
2012	76,389	1,776,923	23,262	44.2	8,422	6.50 %
2013	76,473	1,836,793	24,019	43.3	7,496	5.80 %
2014	77,361	1,829,286	23,646	43.2	7,442	4.60 %
2015	76,662	1,779,325	26,210	42.1	7,961	4.60 %
2016	77,659	1,834,539	23,623	42.9	7,397	4.70 %
2017	78,042	1,852,951	23,743	43.5	7,285	3.70 %
2018	78,573	2,343,754	29,829	41.6	7,522	3.50 %
2019	79,497	2,066,445	25,994	42.5	6,861	2.60 %

Sources:

- (1) Bureau of Economic and Business Research (BEBR)
- (2) American Factfinder & Quickfacts Census.gov
- (3) School Board of Broward County, Florida
- (4) Florida Jobs Local Area Unemployment Statistics

** Personal income data expressed in thousands

City of Deerfield Beach, Florida
Principal Employers
Current Year and Nine Years Ago

Employer	2019			2010		
	Employees	Rank	Percentage of Total Employment	Employees	Rank*	Percentage of Total Employment
Publix Corporation	1,784	1	5.14 %	1599	1	4.03 %
JM Family Enterprises	1,387	2	3.99 %	1010	3	2.55 %
Broward Health North	1,500	3	4.32 %	1455	2	3.67 %
UPS	492	4	1.42 %	504	6	1.27 %
City of Deerfield Beach	544	5	1.57 %	662	4	1.67 %
Target	380	6	1.09 %	-	-	- %
Republic National Distribution	377	7	1.09 %	-	-	- %
Peoples Trust	364	8	1.05 %	-	-	- %
Broward Sheriff Office	296	9	0.85 %	-	-	- %
List Industries	245	10	0.71 %	231	7	0.58 %
Sun-Sentinel	-	-	-	617	5	1.55 %
MAPEI	-	-	-	145	9	0.37 %
Medics Ambulance Service	-	-	-	174	8	0.44 %
Embassy Suites-Deerfield Beach	-	-	-	144	10	0.36 %
	<u>7,369</u>	-	<u>21.23 %</u>	<u>6,541</u>	N/A*	<u>16.49 %</u>

Sources: Employer's Human Resource Department

Florida Department of Economic Opportunity

City of Deerfield Beach, Florida
Full-Time Equivalent Government Employees by Function
Last Ten Fiscal Years

Function/Program	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
General government	58	62	66	64	63	73	66	60	62	64
Public safety										
Police										
Uniformed	123	126	126	126	126	127	127	130	135	135
Civilians	43	43	43	46	45	45	42	42	17	17
Fire/Rescue										
Firefighters and Officers	140	140	154	143	147	138	139	141	145	146
Bldg. inspection services	20	17	18	19	16	-	-	-	-	-
Civilians	20	20	2	2	6	5	5	2	1	1
Economic environment	1	1	1	1	1	1	1	2	2	2
Culture and recreation	86	65	64	70	66	72	75	94	53	53
Human services	40	37	38	39	40	39	40	39	22	23
Public works administration	3	1	-	-	-	-	-	-	-	-
Grounds maintenance	21	42	38	31	37	36	39	42	4	4
Parks	11	11	7	7	10	10	7	7	5	7
Water & sewer	68	65	60	58	58	60	56	69	81	81
Solid waste	60	49	53	55	54	64	75	68	68	68
Transportation										
Street maintenance	13	11	10	10	11	12	11	14	15	11
Total	<u>707</u>	<u>690</u>	<u>680</u>	<u>671</u>	<u>680</u>	<u>682</u>	<u>683</u>	<u>710</u>	<u>610</u>	<u>612</u>

Source: City of Deerfield Beach, Financial Services Department

City of Deerfield Beach, Florida
Operating Indicators by Function
Last Ten Fiscal Years

Function/Program	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Public safety										
Police:										
Physical arrests	4,195	2,926	2,432	2,435	2,729	2,563	2,616	2,600	2,552	2,136
Parking violations	19,638	17,446	16,603	15,248	15,315	20,084	19,980	17,982	17,413	18,474
Traffic violations	17,068	15,023	17,357	11,214	17,382	17,631	17,220	15,402	14,031	17,361
Fire/Rescue:										
Number of emergency responses	20,395	20,473	229,146	21,005	14,606	15,217	15,458	11,642	15,472	15,927
Inspections	6,099	6,147	7,033	5,400	5,332	7,653	3,916	2,420	3,193	2,651
Fire extinguished	147	156	115	162	152	139	162	185	145	130
Transportation										
Street maintenance:										
Streets resurfacing (miles)	3	2	-	13	28	22	-	-	-	11
Potholes repaired	2,212	2,212	1,800	800	556	204	200	436	577	403
Sidewalk repaired (feet)	2,700	3,200	13,900	12,000	5,705	8,555	3,920	2,894	3,911	4,781
Transit services										
Total route miles	92,167	83,458	99,846	64,570	142,690	106,942	140,124	116,317	148,424	143,705
Number of trips	27,672	23,329	25,368	87,205	97,743	91,902	86,048	79,836	43,020	71,996
Physical environment										
Number of burials	118	130	84	113	122	110	112	104	125	121
Culture and recreation										
Athletic field permits issued	73	70	99	65	246	493	1,344	1,682	116	-
Number of participants in arts & education classes	11,922	12,000	3,500	13,625	5,498	5,684	6,144	2,015	2,560	6,217
Number of special event permits issued	59	70	129	121	192	88	76	81	115	70
Attendance at special events	244,750	240,000	224,000	231,995	298,530	285,500	292,000	336,644	325,000	275,677
Human services										
Childcare:										
Average daily attendance	16	13	13	15	12	10	12	18	12	15
Number of meals served	27,997	18,956	15,639	20,491	15,785	18,381	18,467	15,098	18,505	6,302
Adult daycare:										
Average daily attendance	7	6	7	8	7	7	5	31	31	4
Alzheimer's daycare:										
Average daily attendance	27	23	18	25	27	24	28	139	151	34
Water										
New connections	15	32	12	8	10	10	5	32	34	287
Water main breaks	63	65	39	53	12	13	40	36	60	192
Average daily consumption (millions of gallons)	9	9	9	9	9	9	9	10	-	-
Permitted raw water withdrawal	14	14	14	14	14	14	12	17	9	-
Sewer										
Average daily sewage treatment (Thousands of gallons)	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	5,796	5,324
Solid waste										
Refuse collected (tons/day)	248	196	246	251	247	276	402	260	464	371
Recyclables collected (tons/day)	27	37	25	29	33	27	49	29	35	25

Source: Various City departments

Note: Indicators are not available for the general government function.

*The average daily attendance for Adult daycare and Alzheimer's daycare are higher than the previous years due to a change in the counting mechanism.

City of Deerfield Beach, Florida
Capital Asset Statistics by Function
Last Ten Fiscal Years

Function/Program	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Public safety										
Police:										
Stations	2	2	2	2	2	2	2	2	2	2
Patrol units	129	126	126	126	126	130	130	130	130	130
Fire/Rescue:										
Stations	5	6	6	6	6	6	6	6	6	6
Rescue ambulances	8	8	8	6	6	6	6	6	6	6
Fire engines	6	6	6	4	4	4	4	4	4	4
Ladder/heavy squad trucks	2	2	1	1	1	1	1	1	1	1
Transportation										
Streets (miles)	146	146	146	146	146	146	146	146	146	146
Sidewalks (miles)	135	135	135	136	136	136	136	136	136	136
Streetlights (poles)	5,200	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000
Traffic signals	68	68	68	68	68	68	70	70	70	70
Culture and recreation										
Parks acreage	140	324	324	317	338	345	398	398	398	398
Parks	33	33	33	34	35	44	52	52	52	52
Swimming pools	1	1	1	1	1	1	1	1	1	1
Tennis courts	12	12	12	12	12	12	12	12	12	12
Community centers	3	2	2	2	2	3	3	3	3	3
Water										
Water main (miles)	232	232	232	232	232	232	234	234	234	234
Maximum daily capacity (millions of gallons)	35	35	35	35	24	24	24	24	24	24
Sewer										
Sanitary sewers (miles)	136	137	137	137	137	137	136	136	136	136
Storm sewers (miles)	48	48	48	48	48	48	48	48	48	48
Average daily treatment capacity (thousands of gallons)	7,400	7,400	7,400	7,400	7,400	7,400	7,400	7,400	7,400	7,400
Solid waste										
Collection trucks	41	38	32	32	28	23	23	23	23	23

Source: Various City departments

Note: No Capital Assets Indicators are available for the general government function.

COMPLIANCE REPORTS

CITY OF DEERFIELD BEACH, FLORIDA

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS**

To the Honorable Mayor, City Commission, and City Manager
City of Deerfield Beach, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Deerfield Beach, Florida (the City), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated May 27, 2020. Our report includes a reference to other auditors who audited the financial statements of the City of Deerfield Beach Municipal Firefighter's Pension Trust Fund, City of Deerfield Beach Non-Uniformed Employees' Retirement Plan and the City of Deerfield Beach Police Officer's Retirement Plan as described in our report on the City's financial statements. This report does not include the results of the other auditors' testing on internal control over financial reporting or compliance and other matters that are reported separately by those auditors.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify a deficiency in internal control, described in the accompanying schedule of findings and questions costs, as item 2018-002, which we consider to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City's Response to Finding

The City's response to the finding identified in our audit is described in the accompanying schedule of findings and questions costs and corrective action plan. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Marcum LLP

Fort Lauderdale, FL
May 27, 2020

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR
FEDERAL PROGRAM AND STATE PROJECT; REPORT ON INTERNAL CONTROL
OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF EXPENDITURES OF
FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE REQUIRED BY THE
UNIFORM GUIDANCE AND CHAPTER 10.550, RULES OF THE AUDITOR GENERAL**

To the Honorable Mayor, City Commission, and City Manager
City of Deerfield Beach, Florida

Report on Compliance for the Major Federal Program and each Major State Project

We have audited the City of Deerfield Beach, Florida's (the City) compliance with the types of compliance requirements described in the *OMB Compliance Supplement*, and the requirements described in the *State of Florida Department of Financial Services' State Projects Compliance Supplement*, that could have a direct and material effect on the City's major federal program and each major state project for the year ended September 30, 2019. The City's major federal program and state projects are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal and state statutes, regulations, and the terms and conditions of its federal awards and state projects applicable to its federal programs and state projects.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for the City's major federal program and its state projects based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10.550, Rules of the Auditor General. Those standards, the Uniform Guidance, and Chapter 10.550, Rules of the Auditor General, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program or state project occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for its major federal program and each major state project. However, our audit does not provide a legal determination of the City's compliance.

Opinion on the Major Federal Program and each Major State Project

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program and each major state project for the year ended September 30, 2019.

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program or state project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and state project and to test and report on internal control over compliance in accordance with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or state project on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, Rules of the Auditor General. Accordingly, this report is not suitable for any other purpose.

***Report on Schedule of Expenditures of Federal Awards and State Financial Assistance
Required by the Uniform Guidance and Chapter 10.550 Rules of the Auditor General***

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated May 27, 2020, which contained unmodified opinions on those financial statements. Our report includes a reference to other auditors who audited the pension trust funds, as described in our report on the City's financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards and state financial assistance is presented for purposes of additional analysis as required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards and state financial assistance is fairly stated in all material respects in relation to the basic financial statements as a whole.

Marcum LLP

Fort Lauderdale, FL
May 27, 2020

CITY OF DEERFIELD BEACH, FLORIDA

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE

FOR THE YEAR ENDED SEPTEMBER 30, 2019

Federal/State Agency, Pass-Through Entity Federal Program/State Project	CFDA/ CSFA No.	Contract/Grant Number	Expenditures
<i>U.S. Department of Health and Human Services</i>			
Indirect Programs:			
Pass-through the Broward County - Department of Elder Affairs:			
Title III, Part B - Grants for Supportive Services and Senior Centers - Aging Cluster	93.044	JA 118-06-2018	\$ 55,973
Title III, Part B - Grants for Supportive Services and Senior Centers - Aging Cluster	93.044	JA 119-06-2019	164,992
			<u>220,965</u>
Special Programs for the Aging			
Title III, Part E - National Family Caregiver Support	93.052	JA 118-06-2018	202,007
Title III, Part E - National Family Caregiver Support	93.052	JA 119-06-2019	4,155
			<u>206,162</u>
<i>Total Special Programs for the Aging Cluster</i>			<u>427,127</u>
Low-Income Home Energy Assistance Program Grants (LIHEAP)			
Home Energy Assistance	93.568	JP117-06-2018	15,041
Home Energy Assistance	93.568	JP118-06-2019	18,081
			<u>33,122</u>
<i>Total U.S. Department of Health and Human Services</i>			<u>460,249</u>
<i>U.S. Department of Housing and Urban Development</i>			
Direct Programs:			
Community Development Block Grant (CDBG):			
CDBG Entitlement Cluster	14.218	B14MC120046	6,900
CDBG Entitlement Cluster	14.218	B15MC120046	45,412
CDBG Entitlement Cluster	14.218	B16MC120046	1,650
CDBG Entitlement Cluster	14.218	B17MC120046	139,171
CDBG Entitlement Cluster	14.218	B18MC120046	358,195
<i>Total Community Development Block Grant (CDBG) Entitlement Cluster</i>			<u>551,328</u>
Community Housing Development Organization:			
Home Rehabilitation Program	14.239	None	287,153
<i>Total U.S. Department of Housing and Urban Development</i>			<u>838,481</u>
<i>U.S. Department of Homeland Security</i>			
Indirect Program:			
Passed through State of Florida			
Division of Emergency Management - Disaster Relief Funding, Hurricane Irma	97.036	4337	2,249,911
<i>U.S. Department of Transportation</i>			
Indirect Programs:			
Pass-through State of Florida - Florida Department of Transportation:			
Highway Planning and Construction Cluster	20.205	FM#420416-01-38-01	--
<i>Total Expenditures of Federal Awards</i>			<u>\$ 3,548,641</u>

(Continued)

See notes to schedule of expenditures of federal awards and state financial assistance.

CITY OF DEERFIELD BEACH, FLORIDA

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE (CONTINUED)

FOR THE YEAR ENDED SEPTEMBER 30, 2019

Federal/State Agency, Pass-Through Entity Federal Program/State Project	CFDA/ CSFA No.	Contract/Grant Number	Expenditures
<i>State of Florida Department of Elder Affairs</i>			
Alzheimer's Disease Initiative - Projects	65.002	JZ117-06-2018	\$ --
Alzheimer's Disease Initiative - Respite	65.004	JZ117-06-2019	217,071
Local Service Program	65.009	JL117-06-2018	101,089
Local Service Program	65.009	JL118-06-2019	<u>38,735</u>
<i>Total Special Program for the Aging</i>			<u>139,824</u>
<i>Total State of Florida Department of Elder Affairs</i>			<u>510,741</u>
<i>State of Florida Department of Economic Opportunity</i>			
Division of Community Development -			
African American Memorial Park Grant	40.038	HL096	<u>400,000</u>
<i>State of Florida Housing Finance Corporation</i>			
State Housing Initiatives Partnership Program	40.901	N/A	<u>370,847</u>
<i>State of Florida Department of Transportation</i>			
HillsBoro Blvd. Landscape Beautification	55.003	G0Z10	<u>82,068</u>
<i>State of Florida Department of Economic Opportunity</i>			
Fluoridation Grant	64.001	COHU2	<u>84,575</u>
<i>Total Expenditures of State Financial Assistance</i>			<u>\$ 1,448,231</u>
<i>Total Expenditures of Federal Awards and State Financial Assistance</i>			<u>\$ 4,996,872</u>

See notes to schedule of expenditures of federal awards and state financial assistance.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE

FOR THE YEAR ENDED SEPTEMBER 30, 2019

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards and state financial assistance (the Schedule) presents the expenditure activity of all federal awards and state financial assistance of the City of Deerfield Beach, Florida (the City) for the year ended September 30, 2019. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and Chapter 10.550, *Rules of the Auditor General*. Because the schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position or cash flows of the City.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported in the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 – INDIRECT COST RATE

The City has elected not to use the 10-percent de minimis indirect cost rate for federal programs allowed under the Uniform Guidance.

CITY OF DEERFIELD BEACH, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED SEPTEMBER 30, 2019

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued on whether the financial

statements audited were prepared in accordance with GAAP:

Unmodified Opinion

Internal control over financial reporting:

Material weakness(es) identified?

___ Yes ___ X No

Significant deficiency(ies) identified?

X Yes ___ None reported

Noncompliance material to financial statements noted?

___ Yes ___ X No

Federal Awards and State Projects

Internal control over the major federal program and
state projects:

Material weakness(es) identified?

___ Yes ___ X No

Significant deficiency (ies) identified?

___ Yes ___ X None reported

Type of auditors' report issued on compliance for the major
federal programs and state projects:

Unmodified Opinion

Any audit findings disclosed that are required to be reported
in accordance with 2 CFR 200.516(a)

and Chapter 10.557, *Rules of the Auditor General*?

___ Yes ___ X No

Identification of major programs:

Federal Program

CFDA No.

United States Department of Homeland Security –

Passed through State of Florida, Division of

Emergency Management - Disaster Relief

Funding, Hurricane Irma

97.036

State Projects

CSFA No.

Alzheimer's Disease Initiative - Respite Care

65.004

African American Memorial Park Grant

40.038

Dollar threshold used to distinguish between

Type A and Type B federal programs and state projects:

Federal: \$750,000

State: \$434,469

Auditee qualified as a low-risk auditee for federal awards?

X Yes ___ No

CITY OF DEERFIELD BEACH, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE YEAR ENDED SEPTEMBER 30, 2019

SECTION II – FINANCIAL STATEMENT FINDINGS

SIGNIFICANT DEFICIENCY

SD 2018-002 – Financial Close and Reporting (Repeat Finding)

Criteria

The City should follow its Accounting Policies and Procedures to ensure the financial statement close process is completed in a timely manner.

Condition

The City is currently not performing its monthly and annual financial reporting closing process in a timely manner. We commenced audit fieldwork on January 28, 2019 for the audit of the year ended September 30, 2018, and many general ledger accounts were not properly reconciled or recorded.

Cause

The City is not prioritizing the importance to adhere to the monthly and year-end closing procedures that have been established to ensure all transactions are properly captured and reported in the general ledger in a timely manner.

Effect

A lack of completing required closing procedures led to preliminary misstatements to the financial statements and a significant number of adjusting journal entries and reversal entries to be posted after the commencement of the audit.

Prior Year's Recommendation

We believe that the year-end closing could proceed more quickly and smoothly by developing a logical order for closing procedures and assigning responsibility for completing the procedures to specific City personnel. In order to make the financial reports generated by the accounting system as meaningful as possible, the City should reconcile the general ledger accounts on a monthly basis. A benefit of monthly reconciliations is that errors do not accumulate but can be identified and attributed to a particular period, which makes it easier to perform future reconciliations. Also, it provides to accurate and timely financial reports which are relied upon City management for operational decisions.

CITY OF DEERFIELD BEACH, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE YEAR ENDED SEPTEMBER 30, 2019

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

SIGNIFICANT DEFICIENCY (CONTINUED)

SD 2018-002 – Financial Close and Reporting (Repeat Finding) (continued)

Prior Year's Views of Responsible Officials and Planned Corrective Actions

Management agrees with the recommendations and have taken steps to correct this deficiency. In January 2017, the City began conversion of its Enterprise Resource Planning (ERP) software from Naviline to One Solution. This conversion was not as successful as staff had hoped, due to constant instability of the software. As a result, the conversion was not fully implemented, i.e., the Cash Receipts, Accounts Receivable, Payroll, Fixed Assets, and other modules were not converted as planned. Further, the information coming over from the unconverted modules was transferred via a process (called Webservice) that proved to be unstable at best. Some of the daily information that were to have been transferred was transferred untimely due to vendor project management/staff turnover and vendor management/ownership changes. As far back as February 21, 2018, the vendor was trying to apply a fix to its software that would enable the daily transactions to be transferred from Naviline to One Solution in a timelier manner. This had a significant negative impact on staff's ability to perform routine activities, such as preparing bank reconciliations, closing out the monthly reporting, as well as closing out our year-end accounting in contemplation of our annual financial audit. This was relayed to the City's external auditors. The software vendor has been recently more responsive to the City's needs. However, there still exists challenges because the other modules are on a different platform than One Solution. In spite of these challenges, during Fiscal 2019 staff has been able to close each month's accounting in a timely manner and plans to do so for the year-end accounting as well.

Current Year Status

City had a transition of management and therefore timely close of annual financial reporting closing processes was not addressed in the current year. We commenced audit fieldwork on January 20, 2010 for the audit of the year ended September 30, 2019, and many general ledger accounts were not properly reconciled or recorded. This resulted in several entries subsequent to receiving the trial balances.

CITY OF DEERFIELD BEACH, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE YEAR ENDED SEPTEMBER 30, 2019

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

SIGNIFICANT DEFICIENCY (CONTINUED)

Current Year's Recommendation

We believe that the year-end closing could proceed more quickly and smoothly by developing a logical order for closing procedures and assigning responsibility for completing the procedures to specific City personnel. In order to make the financial reports generated by the accounting system as meaningful as possible, the City should reconcile the general ledger accounts on a monthly basis. A benefit of monthly reconciliations is that errors do not accumulate but can be identified and attributed to a particular period, which makes it easier to perform future reconciliations. Also, it provides to accurate and timely financial reports which are relied upon City management for operational decisions.

Current Year's Views Responsible Officials and Planned Corrective Actions

Management agrees with the recommendations and have taken steps to correct this deficiency. We have filled all but one position which recruitment has been delayed due to the COVID-19 response. With the new as well as seasoned staff, assignments have been delegated, schedules developed, and a monthly review process is in place.

SECTION III – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None

SECTION IV – STATE PROJECTS FINDINGS AND QUESTIONED COSTS

None

CITY OF DEERFIELD BEACH, FLORIDA
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED SEPTEMBER 30, 2019

I. PRIOR YEAR FINANCIAL STATEMENT FINDINGS AND STATUS

SIGNIFICANT DEFICIENCY

SD 2018-001 previously reported as 2015 -001 - was addressed and the finding will not be repeated.

SD 2018-002 - was not addressed and the finding will be repeated.

II. PRIOR YEAR FEDERAL AWARD AND STATE PROJECTS FINDINGS AND QUESTIONED COSTS

SIGNIFICANT DEFICIENCY

SD 2018-003 - was addressed and the finding will not be repeated.

SD 2018-004 - was addressed and the finding will not be repeated.

**MANAGEMENT LETTER IN ACCORDANCE WITH THE RULES OF THE
AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Honorable Mayor, City Commission, and City Manager
City of Deerfield Beach, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Deerfield Beach, Florida (the City), as of and for the fiscal year ended September 30, 2019, and have issued our report thereon dated May 27, 2020. We did not audit the financial statements of the Pension Trust Funds, which represent 94%, 94% and 69%, respectively, of the assets, net position/fund balance and revenues/additions of the aggregate remaining fund information.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors' Report on Compliance for Each Major Federal Program and State Project; Report on Internal Control Over Compliance; and Report on Schedule of Expenditures of Federal Awards and State Financial Assistance Required by Uniform Guidance and Chapter 10.550, Rules of the Auditor General; Schedule of Findings and Questioned Costs; Summary Schedule of Prior Audit Findings and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedules, which are dated May 27, 2020, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. The status of recommendations made in the preceding annual financial audit report have been addressed in the summary schedule of prior audit findings and in Appendix A to this report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information regarding the specific legal authority for the City and its component units is discussed in Note A to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same. Our assessment was performed as of the fiscal year end.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations other than repeated prior year recommendation which is included in Appendix A.

Special District Component Units

Section 10.554(1)(i)5.d., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, please see Appendix A.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Mayor and the City Commission, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Marcum LLP

Fort Lauderdale, FL
May 27, 2020

CITY OF DEERFIELD BEACH, FLORIDA

APPENDIX A – CURRENT YEAR AND PRIOR YEARS RECOMMENDATIONS TO IMPROVE FINANCIAL MANAGEMENT

FOR THE YEAR ENDED SEPTEMBER 30, 2019

No.	Current Year's Observations	Observation Is Still Relevant	Observation Addressed or No Longer Relevant
None			
No.	Prior Year's Observations		
MLC 2018-001	Utility Billing – Utility Tax Rate		Addressed
MLC 2018-002	Other Post-Employment Benefits		Addressed
ML 10-2	Segregation of Duties – Payroll related	Partially	

CITY OF DEERFIELD BEACH, FLORIDA

APPENDIX A – CURRENT YEAR AND PRIOR YEARS RECOMMENDATIONS TO IMPROVE FINANCIAL MANAGEMENT (CONTINUED)

FOR THE YEAR ENDED SEPTEMBER 30, 2019

ML 10-2 - SEGREGATION OF DUTIES - PAYROLL

Criteria

Internal control policies and procedures should be designed and in place to safeguard assets and help prevent errors or misappropriation of assets. A fundamental concept in an adequate system of internal control is the segregation of duties to ensure management or employees in the course of performing their assigned functions can prevent or detect and correct errors or misappropriation of assets in a timely manner. The same individual should not be able to initiate, process and record transactions.

Prior Year's Condition

We noted in our review of the processes and procedures related to the payroll system that there is a segregation of duties issue. The payroll accountant has access to the payroll data system, is charged with printing the checks with an electronic signature, and also delivers or mails the checks to the individual employees.

Cause

The City does not have a procedure in place to separate the two functions.

Effect

The City exposes itself to risk of error or misappropriation of assets when the same individual can initiate, process and record transactions.

Prior Year's Recommendation

We recommend that the City review its current policies and procedures to provide for appropriate segregation of duties for payroll processing.

Prior Year's Views of Responsible Officials and Planned Corrective Actions

Management agrees with the auditors' recommendation. The payroll data function will be moved to the Human Resources Department, while the Finance Department will maintain the disbursement function of the payroll process.

CITY OF DEERFIELD BEACH, FLORIDA

APPENDIX A – CURRENT YEAR AND PRIOR YEARS RECOMMENDATIONS TO IMPROVE FINANCIAL MANAGEMENT (CONTINUED)

FOR THE YEAR ENDED SEPTEMBER 30, 2019

Current Year's Status

Recommendation remains the same as prior year noted above.

Current Year's Views Responsible Officials and Planned Corrective Actions

Management concurs that the same person should not initiate, process, and record transactions. Human Resources sets up employees and enters payroll data including new hires, status changes, terminations, transfers, resignations, retirements and salary adjustments. All Personnel Actions Forms (PAFs) are entered into the system by the newly created Human Resources Payroll Specialist (HRPS). The HRPS position was filled in July 2019 and reports directly to the Chief Human Resources Officer. The position description and duties for the HRPS are separate and distinct from the Payroll Coordinator who reports to the Financial Services Manager in the Financial Services Department.

The timekeeping function is also segregated and approved at the departmental level. The timekeeper in each department enters time and attendance for approval by the Department Director/Supervisor. This action creates the initial submission of hours to be processed for payroll by the Payroll Coordinator. The Financial Services Payroll Coordinator review and verifies payroll reports for accuracy. The Payroll Coordinator's work is reviewed by the Financial Services Manager. Payroll checks are delivered to department representatives who sign for the checks and distribute accordingly.

With the vacancy of several key Financial positions (i.e., ACM, CFO, and Assistant Director of Financial Services) during the last quarter of FY2019, there was a delay in mirroring the role-based security functions within the software system. However, the actions taken to correct this issue did create the necessary separation requirements. Finalization of the proper role-based security was completed during FY2020 upon the hire of the City's new ACM, CFO, and additional Financial Services staff. The CFO who reports to the ACM for Administration will continue to review the adequacy of internal controls surrounding financial processes and implement policies and guidance to ensure adherence to such controls for the City.

**INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE PURSUANT TO
SECTION 218.415 FLORIDA STATUTES**

To the Honorable Mayor, City Commission, and City Manager
City of Deerfield Beach, Florida

We have examined the City of Deerfield Beach, Florida's (the City) compliance with Section 218.415 Florida Statutes, Local Government Investment Policies for the year ended September 30, 2019. Management of the City is responsible for the City's compliance with the specified requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgement, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the City's compliance with the specified requirements.

In our opinion, the City complied, in all material respects, with Section 218.415 Florida Statutes for the year ended September 30, 2019.

This report is intended solely to describe our testing of compliance with Section 218.415, Florida Statutes, and it is not suitable for any other purpose.

Marcum LLP

Fort Lauderdale, FL
May 27, 2020



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-432

Agenda Date: 6/16/2020

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Discussion regarding the City's recycling program.

Recommended Action

Motion on decision of Commission

Background/History

On May 14, 2020 city staff provided a presentation to the city commission regarding the city's recycling program.

Background information regarding the challenges being faced by the global recycling industry and the resultant local impacts on Deerfield Beach's recycling program were discussed.

Trends and statistics regarding the city's program were provided and potential program alternatives were presented.

Based on city commission and public feedback, potential alternatives were identified for staff to review in more detail and to provide additional information to the City Commission to consider regarding potential modifications to the city's recycling programs.

Staff will be providing a presentation consisting of a brief overview of the recycling workshop, additional information as requested above along with program recommendations.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-454

Agenda Date: 6/16/2020

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, declaring the City of Deerfield Beach essential; urging Congress to provide fair, direct federal emergency support to local governments to reopen and rebuild local economies; directing the City Clerk to transmit and distribute this Resolution; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Cities, towns, and villages in the United States face unprecedented threats due to the ongoing COVID-19 pandemic emergency and will experience budgetary shortfalls of up to \$134 billion in fiscal year 2020 alone, and the negative effects of the pandemic emergency on local communities will continue long after this year.

Current Activity

City staff recently presented to the City Commission on the current and projected economic impact of the Covid-19 epidemic on the City's budget.

This Resolution declares the City of Deerfield Beach essential and urges Congress to provide fair, direct federal emergency support to local governments to reopen and rebuild local economies.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DECLARING THE CITY OF DEERFIELD BEACH ESSENTIAL; URGING CONGRESS TO PROVIDE FAIR, DIRECT FEDERAL EMERGENCY SUPPORT TO LOCAL GOVERNMENTS TO REOPEN AND REBUILD LOCAL ECONOMIES; DIRECTING THE CITY CLERK TO TRANSMIT AND DISTRIBUTE THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, cities, towns, and villages in the United States face unprecedented threats due to the ongoing COVID-19 pandemic emergency; and

WHEREAS, municipalities are essential to the economic recovery of the United States, and without funding support for local governments, municipalities may go from being a critical part of the economic solution, to becoming a major obstacle to long-term stabilization and recovery; and

WHEREAS, cities, towns, and villages will experience budgetary shortfalls of up to \$134 billion in fiscal year 2020 alone, and the negative effects of the pandemic emergency on local communities will continue long after this year; and

WHEREAS, three million critical municipal worker jobs are at risk, threatening cuts to basic community services, including sanitation, maintenance, and 911 response; and

WHEREAS, local communities have taken extraordinary measures to protect health, safety, and the continuation of essential services throughout the COVID-19 emergency; and

WHEREAS, the City of Deerfield Beach will experience revenue shortfalls and unanticipated expenditures required to respond to the global COVID-19 pandemic; and

WHEREAS, rural communities and small towns are struggling just as much as big cities, and risk being left behind or wiped out entirely; and

WHEREAS, the City of Deerfield Beach urges Congress to allocate fair and direct support to all of the United States communities to respond to the pandemic emergency, including the dramatic budgetary shortfalls resulting from pauses in commerce, tourism, and other economic engines; and

WHEREAS, local governments will ensure federal funds are immediately used to rebuild and reopen the national economy; and

WHEREAS, the funding will keep middle class workers employed and critical services operating; and

WHEREAS, the City Commission has been part of the emergency response and now calls on Congress to build a united national partnership for a safe, healthy, and prosperous life.

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 declares the City of Deerfield Beach essential and urges Congress to provide fair, direct federal emergency support to local governments to reopen and rebuild local economies.

Section 3. The City Commission hereby directs the City Clerk to transmit and distribute a copy of this Resolution to the Broward League of Cities, the Florida League of Cities, the Palm Beach County League of Cities, the Miami-Dade County League of Cities, the National League of Cities, the United States Conference of Mayors, Senator Rick Scott, Senator Marco Rubio, the United States Congressional Delegation from Florida, and any other interested parties.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-472

Agenda Date: 6/16/2020

Status: ADDENDUM

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, opposing the placement of a Proposed County Charter Amendment on the November 2020 Ballot that would allow the County to supersede city zoning and other regulations for county projects within municipalities; directing the City Clerk to transmit and distribute this resolution; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Under the Florida Constitution and Chapter 166, Florida Statutes, municipalities are granted broad home rule powers. Broward County (the "County"), working with the City and other municipalities in Broward County and throughout the State of Florida, has repeatedly fought to protect local government's home rule power against intrusions by the State.

Currently, Section 11.01 of the County Charter provides that municipal ordinances prevail within municipal boundaries over conflicting County ordinances, except in areas of minimum environmental standards, land use and ethics.

Current Activity

Item 82 on the County agenda for June 16, 2020 would place on the ballot in November 2020 a proposed County Charter Amendment that would amend Section 11.01 of the County Charter to add the following fourth area where County ordinances would prevail over conflicting municipal ordinances:

"The development of any project(s) on County-owned or County-leased property, regardless of the project's commencement date, including through County regulation of zoning, permitting, construction, operation, and administration, provided the project serves a public purpose with a regional benefit such as use as transportation facilities pursuant to the surtax-funded transportation improvement plan, the siting and operation of safety infrastructure, or government offices." (the "Proposed Amendment").

Municipal local government is the closest, most accessible and most responsive to residents. As part of their home rule powers, municipalities should retain permitting and regulatory control over all

projects in their municipalities in order to protect their residents.

The Proposed Amendment would be an intrusion of municipal home rule power. The enclosed Resolution opposes the placement of the Proposed Amendment on the ballot in November 2020 because it would intrude upon municipal home rule powers.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, OPPOSING THE PLACEMENT OF A PROPOSED COUNTY CHARTER AMENDMENT ON THE NOVEMBER 2020 BALLOT THAT WOULD ALLOW THE COUNTY TO SUPERSEDE CITY ZONING AND OTHER REGULATIONS FOR COUNTY PROJECTS WITHIN MUNICIPALITIES; DIRECTING THE CITY CLERK TO TRANSMIT AND DISTRIBUTE THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, under the Florida Constitution and Chapter 166, Florida Statutes, municipalities are granted broad home rule powers; and

WHEREAS, Broward County (the “County”), working with the City and other municipalities in Broward County and throughout the State of Florida, has repeatedly fought to protect local government’s home rule power against intrusions by the State; and

WHEREAS, currently Section 11.01 of the County Charter provides that municipal ordinances prevail within municipal boundaries over conflicting County ordinances, except in areas of minimum environmental standards, land use and ethics; and

WHEREAS, Item 82 on the County agenda for June 16, 2020 would place on the ballot in November 2020 a proposed County Charter Amendment that would amend Section 11.01 of the County Charter to add the following fourth area where County ordinances would prevail over conflicting municipal ordinances: “The development of any project(s) on County-owned or County-leased property, regardless of the project’s commencement date, including through County regulation of zoning, permitting, construction, operation, and administration, provided the project serves a public purpose with a regional benefit such as use as transportation facilities pursuant to the surtax-funded transportation improvement plan, the siting and operation of safety infrastructure, or government offices.” (the “Proposed Amendment”); and

WHEREAS, municipal local government is the closest, most accessible and most responsive to residents; and

WHEREAS, as part of their home rule powers, municipalities should retain permitting and regulatory control over all projects in their municipalities in order to protect their residents; and

WHEREAS, the City Commission believes that the Proposed Amendment would be an intrusion of municipal home rule power, and therefore, opposes the placement of the Proposed Amendment on the ballot in November 2020; and

WHEREAS, the City Commission believes it is in the best interest of the City to approve this Resolution.

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 opposes the Proposed Amendment and item 82 on the County Commission agenda for June 16, 2020, because it would intrude upon municipal home rule powers.

Section 3. The City Clerk is directed to distribute this Resolution to the Board of County Commissioners, the Broward League of Cities, and each of the municipalities in Broward County.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK