



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

Monday

August 17, 2020

7:00 PM

CALL TO ORDER & ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: August 4, 2020

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Appearance Board Meeting Minutes

Attachment: January 22, 2020, February 12, 2020

Planning & Zoning Board Meeting Minutes

Attachment: February 6, 2020

APPROVAL OF THE AGENDA

August 17, 2020

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/81417900172?pwd=NVI6TmJGM20yMEtsKy9KUDBFcWxxQT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 814 1790 0172#

Participant ID: #

Passcode: 103875#

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

Attachment: Zoom Instructions

AWARDS & RECOGNITION

- 1. Proclamation presented to the League of Women Voters recognizing the 100th Anniversary of Amendment 19, granting women the right to vote.**

Sponsor: Commissioner Michael Hudak & Commissioner Todd Drosky

- 2. Presentation by Waste Management regarding a request to amend the Future Land Use Map (FLUM) for the Monarch Hill Renewable Energy Park, more specifically the former Wheelabrator location.**

Sponsor: Department of Planning & Development Services

Attachment: Waste Management

PUBLIC COMMENT

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

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

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

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Manager

Attachment: E-911 Communications System

- 4. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the agreement with Paymentus Corporation for electronic bill payment services; waiving competitive selection requirements; ratifying execution of the agreement with Paymentus Corporation; and providing an effective date. (Funds from Account #401-8000-536-39-37 - Bank Charges & Account #001-3008-545-39-37 - Bank Charges)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Financial Services , Department of Information Technology

Attachment: Paymentus Corporation

- 5. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to Grant Agreement H0329 with the State of Florida, Division of Emergency Management for the Hazard Mitigation Grant Program City Hall Wind Retrofit and Drainage Project to extend the project end date; 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 Community Development

Attachment: Hazard Mitigation Grant Program

- 6. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of the Florida Urban and Community Forestry Grant Program Application to the Florida Department of Agriculture and Consumer Services; authorizing matching funds in the amount of \$15,000; 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: Florida Urban and Community Forestry Grant Program

- 7. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Work Authorization with CH2M Hill Engineers, Inc. in the amount of \$75,046 for professional design services for the evaluation and rehabilitation of the West Wellfield Wells; authorizing execution of the Work Authorization; and providing an effective date. (*Funds from Account #413-5000-536-60-31 - Improvements other than Buildings*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: CH2M Hill Engineers, Inc

- 8. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Work Authorization with Total Municipal Solutions, Inc., in the amount of \$89,700 for professional design services for the docks at Pioneer Park Piers 1, 2, and 3; authorizing execution of a Work Authorization; and providing an effective date. (*Funds from Account #001-1630-519-60-31 - Pioneer Park Dock, Rail and Piling Replacement*)**

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: Total Municipal Solutions, Inc

- 9. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of an application to the Broward County Marine Advisory Committee for the Broward Boating Improvement Program Grant; authorizing matching funds in the amount of \$151,631; authorizing execution of a Grant Agreement; and providing for an effective date. (*Funds from Account #001-5060-519-6031 - Improvements other than buildings*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Broward Boating Improvement Program

DEPARTMENTAL BUSINESS

- 10. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the amended rules and regulations for Deerfield Beach Memorial Cemetery and Pineview Cemetery; providing for conflicts, 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 Parks & Recreation

Attachment: Cemetery Rules and Regulations

- 11. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the renewal agreement with Calvin Giordano & Associates, Inc. for professional building department services for a five year renewal term; authorizing execution of the renewal agreement; 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 Planning & Development Services

Attachment: CGA Contract - Building Services

- 12. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the renewal agreement with Calvin Giordano & Associates, Inc. for comprehensive code compliance services for a five year renewal term; authorizing execution of the agreement; 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 Planning & Development Services

Attachment: CGA Contract - Code Compliance Services

- 13. ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING DIVISION 9 "UNSAFE STRUCTURES AND HOUSING APPEALS BOARD" OF ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS" OF CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE BY CREATING SECTION 2-165 "ALTERNATE BOARD" TO PROVIDE FOR THE ABILITY TO USE AN ALTERNATE UNSAFE STRUCTURES BOARD; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for September 3, 2020

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

Sponsor: Department of Planning & Development Services

Attachment: Unsafe Structures and Housing Appeals Board

- 14. 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 September 17, 2020; authorizing the City Manager to take appropriate actions; providing an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Attorney

Attachment: State of Local Emergency Extension

COMMENTS BY ADMINISTRATION & LEGAL

15. Discussion and potential action regarding extending the suspension of recycling curbside pickup.

Suggested Action: Motion on decision of Commission

Sponsor: Department of Sustainable Management

Attachment: Recycling Curbside Pickup

ADDENDUM

16. Discussion and potential action regarding FARDA subtenant lease extension request.

Suggested Action: Motion on decision of Commission

Sponsor: Office of the City Manager

Attachment: FARDA Subtenant Lease Extension

CITY COMMISSION BUSINESS

17. Discussion regarding the Community Participation Grant Program and the process for selecting and awarding funds.

Sponsor: Commissioner Todd Drosky

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Thursday, September 3, 2020

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



Meeting Minutes City Commission

Tuesday, August 4, 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., 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

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

Mayor Ganz said Mike Chance, Parks & Recreation, a 39 year employee, passed away last week. He asked that everyone remember him as he will be missed.

Thereafter, the Pledge of Allegiance was led by Vice Mayor Parness.

APPROVAL OF CITY COMMISSION MEETING MINUTES

Regular City Commission Meeting Minutes – July 7, 2020

MOTION was made by Vice Mayor Parness, 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

Code Compliance Meeting Minutes - January 14, January 29, February 11, February 26, & March 10, 2020

Hillsboro Inlet District Meeting Minutes - June 15, 2020

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

August 4, 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

AWARDS & RECOGNITION

1. Presentation by Sheriff Gregory Tony providing an overview of the Broward Sheriff's Office (BSO) Community Initiatives.

Sheriff Tony commented on two (2) initiatives, COVID-19 and a worldwide push for police reform. As the commander of the organization, his focal point was fixing and mitigating a multitude of issues related to active shooter preparedness response protocol due to the Parkland tragedy. He outlined the steps taken to accomplish this protocol as well as policy changes. Sheriff Tony also spoke about transparency and accountability to the communities when it comes to police brutality or excessive force; whereby, checks and balances were implemented in advance long before the brutal murder of Mr. Floyd in Minneapolis. An early warning system was introduced in February 2019 to track and monitor such cases as well as disciplinary actions.

Continuing, Sheriff Tony said he created the first Use of Force Review Board, where use of forces occurring in all cities are being reviewed by a panel of subject matter experts. The Professional Standards Committee was reestablished which has been part of the organization for about 30 years. The Committee includes a body of both law enforcement and civilians who analyze internal affairs investigations and provide recommendation for disciplinary action which is then forwarded to the Sheriff. Sheriff Tony said he was disappointed to see how use of force circumstances were being respond; thereafter, he outlined such cases. In the cases outlined, the perpetrator was handcuffed and excessive force was used; whereby, the officers were terminated. If a hard stand was not taken, it could have resulted in rioting and picketing in Broward County.

Additionally, Sheriff Tony said the terminations are retroactive; thus, the harm is already done and someone was already hurt or killed. Therefore, to mitigate some of these acts, the County introduced a racial equity training program but BSO opted out of the training years ago. With him as Sheriff, he dove into the training and invested \$500,000 on the front end to assure his men and women are trained in this area and have a better understanding of real issues of how black and brown people perceive law enforcement and interaction between these civilians and officers. Moreover, there are a lot of different systemic and institutional levels of racism that exist in every aspect of the justice system, law enforcement, corrections, courts, sentencing, and arrest procedures. Thus, he analyzed costs being spent in the jails which totaled approximately \$278 million; therefore, funding should be reallocated to projects to keep people out of jail and eliminate the potential for conflict. This endeavor stemmed into the Broward Sheriff's Office Youth Mentoring Program, a summer program that provides an opportunity to work with kids in the black and brown community. Sheriff Tony continued to outline the various partnering agencies, increased funding for the program and expanded opportunities in the fire cadet program and police explorers. Scholarship opportunities are also being provided through the BSO Legacy Program. Sheriff Tony continued to outline programs being offered to the residents to reduce the issues highlighted.

Sheriff Tony said in August 2019, park, walk and talk initiative was launched. The program created a positive setting between law enforcement as they would park their cars and engage with the community. Since that time, Deerfield Beach has been a shining star with their actions; over 1,000 officers have been engaging the people. This type of policing makes a difference when people know you on a first name basis. There is also a Neighborhood Support Team; whereby, Deerfield Beach has a dedicated sergeant and deputy responsible for building a coalition of forces between school teachers, business entities, pastors, etc. to filter back the issues affecting Deerfield Beach. He also commented on their participation with food drives, whereby, over 16 million pounds of food was distributed. Thereafter, he entertained questions of the Commission regarding citations issued for COVID-19 violations and technological solutions for crime.

AWARDS & RECOGNITION – CONTINUED**2. Certificate of Recognition presented to Water Plant Operations Staff for receiving the Most Improved Water Treatment Plant (WTP) Class A for 2019 by the American Water Works Association Florida Section.**

Tom Good, Assistant City Manager, said he is proud to acknowledge how hard staff has worked to achieve best in class performance. The City has received the 2019 Florida Section American Water Works Association Most Improved Water Plant Class A Award. It is based on exemplary performance in plant operations, maintenance, cost-efficiency, plant safety, training and achieving consistently high drinking water quality. This water treatment plant award is based on three size classes with Class A being the largest treatment facilities in the State and competition is fierce. This is a 24-hour operation and there are a number of people participating in making this water plant a success.

Thereafter, Mr. Good outlined the employees who helped make this award possible: Roland Dominguez, Walter Moser, Latta McDonald, Bernard Sookra, Clauduarte Andrade, Steve Simone, Ilsa Alvarez-Henriquez, Micheline Michel, Alfonso Zayas, Clemy Rene, Dunieski Linares, Melissa Namor, Donald Bradley, David Brisbane, Raymond Jones, Robert Lertora, Luis Rivera, Antonio Johnson, Robert Brown, Ernest Cadet, Wil Serrano, Fernando Carmona, Joshua Niemann, John Holdman, Jovan Selvon, Adrian Mocanu, Hamid Nikvan and Allen Fathi. As winners of this prestigious award, the City will be highlighted in the August edition of Florida Water Resources Journal. Also, the Florida Section American Water Works Association has tentatively scheduled the presentation of a plaque to the winners at the 2020 Fall Conference.

3. Certificate of Recognition presented to the City of Deerfield Beach and the Budget and Performance Division for receiving the Distinguished Budget Presentation Award.

Stephanie Tinsley, Chief Financial Officer, said based on the examination by a panel of independent reviewers, the City has been awarded the Distinguished Budget Presentation Award from the Government Finance Officers Association (GFOA) for the Fiscal Year 2020 budget document. This award is the highest form of recognition in governmental budgeting and reflects the commitment of the governing body, leadership of the city as well as the entire staff, especially the budget team. In order to receive this award, the City had to satisfy nationally recognized guidelines for an effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as a policy document, a financial plan, an operations guide, and communications device. The budget documents must be rated at least proficient in all four (4) categories and the 14 mandatory criteria within the categories to be awarded.

Ms. Tinsley outlined staff who helped make the award possible: Budget Manager, Allison Teslia and Gilbert Hernandez, Budget Analyst, with the support of various team members who assisted throughout the process. She applauded staff for their hard work and achieving this nationally recognized award.

VISTA CLARA (ITEMS 4 – 10)**4. P.H. 2020-063: ORDINANCE 2020/015 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 8.4 ACRES LOCATED AT 414, 430, 454 & 480 N.E. 1ST AVENUE, 240 N.E. 5TH STREET, 412, 424, 430, 446, 450 & 458 N. RIVER DRIVE, AND 409 N. RIVER AVENUE FROM RS-5 RESIDENCE, SINGLE FAMILY, RM-10 RESIDENCE, MULTI-FAMILY AND B-3 BUSINESS, GENERAL TO PLANNED DEVELOPMENT DISTRICT ("PDD") (VISTA CLARA); PROVIDING FOR A MAXIMUM OF 326 MULTI-FAMILY DWELLING UNITS; PROVIDING FOR DEVELOPMENT REGULATIONS AND OTHER REQUIREMENTS APPLICABLE TO THE PDD; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. (Public Hearing - 2nd Reading - First Reading approved on March 4, 2020)**

VISTA CLARA (ITEMS 4 – 10) – CONTINUED

The Ordinance was read by title only.

Dennis Mele, attorney representing applicant, said the first reading of the rezoning was held in early March and although it was not on the agenda the site plan was shown at that time; whereby, none of those have changed since that time. Thereafter, he presented a PowerPoint for Items 4 – 10.

Aerial Location Map – Mr. Mele said the property consists of portions of five (5) different plats; three (3) have a plat note which have to be amended and the others do not have a note. Items 5, 6 and 7, are the plat notes being amended to match the site plan. The Antibes Plat and Antibes II Plat are the areas where the parking garage will be built, along 1st Avenue and the Pennell Plat is further east on the property and will consist of a portion of residential dwellings. Those are housekeeping items that the County uses to assess and collect impact fees. Item 8 is the site plan which has not changed from March, but there have been many changes to the project including significant reductions in the heights of not only the main building, but also the parking garage building. Item 9 pertains to the relocation of utility easements and Item 10 is the development agreement.

Existing Site Conditions – Mr. Mele provided aerial photos of the property from different angles.

Existing Site Conditions (Slide 4) – Mr. Mele said these are ground level photos with the white star depicting the northern area; pink – southern; and orange – center. More aerial photographs were shown in slide 5.

Zoning – Mr. Mele highlighted the existing zoning district on the left and the proposed zoning on the right; whereby, the proposed rezoning is PDD.

Conceptual Master Plan – Mr. Mele explained what is included in the Master Plan. The two (2) purple rectangles are the garage building, previously 66 feet and have been reduced to 41 feet. The main building, salmon colored, was once at 84 feet in height but reduced to 60 feet. The center tan area was once the highest height, 84 feet, and is now 65 feet; this is the recreation element of the building, lobby, business center and other recreational amenities. All are under the building height for similar zoning districts and PDD zoning. He reiterated that it is the same site plan shown in March, but with reductions.

Circulation – Mr. Mele advised that the access routes show travel to and from River Avenue with various routes coming east and west but to the north is blocked by the water.

Public Improvements – Mr. Mele said the public improvements were listed in the development agreement (Item 10). There are three (3) categories for public improvements; Article II of the agreement outlines the boardwalk and recreational improvements shown in blue. Article III outlines other public benefit improvements which include improvements along 1st Avenue and North River Avenue, and the sidewalk connection being made from the existing sidewalk on 5th Street to take people to the boardwalk. The green line along North River Avenue is another method to access the boardwalk. The agreement outlines details on how it will be built and maintained. The City's Parks Department will have control over when it will be opened and closed; there will be gates just in case it needs to be closed at night. There are a variety of public improvements along the roadways; whereby, a major lift station will be replaced for the City to provide better sewer service to the area.

Building Elevations – Materials & Color Scheme – Mr. Mele highlighted the elevations and color schemes for the building which has gone before the Community Appearance Board.

3D Rendering – Building Main Entrance – Mr. Mele highlighted the rendering for the main entrance, Vista Clara, will be 65 feet high to create a nice entrance.

3D Rendering – Parking Garage View at NE 1st Avenue (0-5 Years) – Mr. Mele highlighted the parking garage along 1st Avenue which shows the initial planting/landscaping.

3D Rendering – Parking Garage View at NE 1st Avenue (10 Years) – Mr. Mele said this rendering shows what the garage will look like once the landscaping grows in. The effort is to make the frontage on 1st Avenue look good, and not like a parking garage.

VISTA CLARA (ITEMS 4 – 10) – CONTINUED

3D Rendering – Courtyard View – Mr. Mele highlighted the view from the boardwalk, which shows the boat dock area looking toward the waterway.

3D Rendering – Marina View – Mr. Mele highlighted the look from the boardwalk and docks. Therefore, he advised that he is waiving the quasi-judicial procedures.

Mayor Ganz opened the public hearing.

Marty Madura, 459 NE 1st Avenue, Deerfield Beach, spoke in opposition to the project. He expressed concerns with the lack of public meetings after March, notification of the meeting by signs and the developer's agreement allowing entrance by residents on NE 1st Avenue. He asked if there is any way the developer's agreement could be amended so residents are never allowed on the NE 1st Avenue entrance. Lastly, sections 1.7 and 1.9 of the developer's agreement was read into the record.

City Clerk, Samantha Gillyard, read the e-mail received by Mr. Madura in its entirety.

Joseph, no other information given, said he opposes the project.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked if the grounds have any contamination from the marina.

Kirstie Daise, 221 NE 6th Street, Deerfield Beach, expressed concerns with the number of units in the building. Ms. Daise expressed concern with how the project will impact their quality of life as the streets are narrow and there is no way 326 units will fit on North River Avenue.

Mayor Ganz closed the public hearing.

Commissioner Preston asked if Mr. Mele has reached out to the surrounding neighborhood to establish as much communication as possible and keep them advised of the decisions being made throughout the process.

Mr. Mele replied to Commissioner Preston's questions and issues raised by the public. There have been five (5) community meetings on the project regarding everything they are working on. After the March meeting, an e-mail went to the community, but due to COVID, they did not have a meeting. He then commented on the developer's agreement; whereas, every agreement includes an amendment paragraph and the concern presented entailed the entrance onto NE 1st Avenue. The agreement currently reads that the 1st Avenue entrance is for emergency and service vehicles only. The amendment paragraph talks about amendments that can be done administratively that would not require an amendment to the agreement. An administrative amendment can only be done if the Planning Director agrees it is administrative. He said he is fine with adding to the record, a proposed change to the site plan to have the 1st Avenue entrance and exits for the general public, it would not be an administrative amendment but would come back for a full review. The issue with the signs being down for 22 hours was addressed at the March meeting and all notices were redone for this meeting including mailed out notices, whereby, a certification was provided. Mr. Mele commented on their adherence to the regular zoning code for heights, the various studies performed and approved by the City and County, i.e. traffic flow, school review for student population, and others. Lastly, he advised that the site has been reviewed by Broward County and there is no contamination.

Commissioner Preston said the study performed does not show what to expect and if there is an overflow of traffic, will the applicant agree to mitigate it in the future.

Mr. Mele said it is believed that the studies are accurate, but if something is needed in the future, they are open to discuss with the City at that time and address the impacts. Additionally, he will continue to work with the residents, even afterward and if there is an issue to address, they will do their best to do so. Moreover, he said there are a couple of neighborhood leaders who have kept in contact with them through the process and vice versa; this open communication will continue.

Vice Mayor Parness acknowledged a campaign contribution from Mr. Mele. Thereafter, Vice Mayor Parness spoke in support of the project as it will enhance the neighborhood.

VISTA CLARA (ITEMS 4 – 10) – CONTINUED

Commissioner Drosky said there has to be a benefit to the residents and area, and although new development is challenging, the applicant is providing a new lift station which will improve the sewer, additional drainage to 1st Avenue, 5th Street and North River Avenue; whereas the areas prone to flooding will be improved. He continued to outline improvements to the area because of the project and therefore supports it.

Mayor Ganz commented on the aerial view, whereby, there is no development on the sites, because the area consists of a hodgepodge of different zoning types and the proposed project is lower than the maximum allowed by zoning.

Mr. Mele said a majority of the property is commercial and a small portion is 10 units per acre and a smaller portion is 5 units per acre; therefore, the actual traffic is a significant reduction from what could be done if built out with current zoning. At the Broward County Planning Council, it showed that the traffic was a fraction of the amount that is allowed under the current land use. Notwithstanding, a traffic study was done because the City was worried about the County roads and local traffic on the surrounding streets.

Mayor Ganz clarified that because the applicant is not requesting a variance, it is very difficult for the Commission to deny the request.

Anthony Soroka, City Attorney, agreed. When an applicant meets the comprehensive plan and code requirements, approval is almost ad ministerial.

Mayor Ganz commented on how the project will impact the residents as well as building on vacant lots in the community. This changes the potential of what could be there and make it a reality. The existing zoning is far worse of an impact on this neighborhood than what is currently being proposed.

Ms. Gillyard outlined disclosure affidavits being received by both the applicant and Mr. Mele as provided in the agenda backup. Please note that the applicants reported no contributions.

Commissioner Preston expressed concern that not everything was done to ease tensions, but there is more here to be gained. From the questions he has received, he believes the communication could have been better.

Commissioner Drosky said he received a contribution from Mr. Mele during the 2017 campaign, but not Vista Clara or its principals.

Mayor Ganz said he too received contributions from Mr. Mele, but not the applicants.

Commissioner Hudak confirmed the same.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Item 4, adopted Ordinance 2020/015. Roll Call:

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

Nays: 0

5. P.H. 2020-071: Application 19-P-222 (Deerfield Development Resources, LLC) (Deferred from March 4, 2020)

Applicant: Deerfield Development Resources, LLC, represented by Greenspoon Marder and Leigh Robinson Kerr & Assoc.

Proposal: Request to amend restrictive plat note on "Antibes Development Plat" (Plat Book 150, Page 11) to ancillary parking garage to accommodate the proposed development of 326 multi-family dwelling units (Vista Clara Apartments).

Location: The property is generally described as ANTIBES DEVELOPMENT PLAT 150-11 B PARCEL A, more particularly described in the file, and located at **414 N.E. 1st Avenue.**

VISTA CLARA (ITEMS 4 – 10) – CONTINUED

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Item 5, adopted Resolution 2020/093. Roll Call:

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

Nays: 0

6. P.H. 2020-072: Application 19-P-223 (Deerfield Development Resources, LLC) (Deferred from March 4, 2020)

Applicant: Deerfield Development Resources, LLC, represented by Greenspoon Marder and Leigh Robinson Kerr & Assoc.

Proposal: Request to amend restrictive plat note on "Pennell Family Plat" (Plat Book 160, Page 23) to 179 mid-rise dwelling units on Parcel A and Parcel B to accommodate the proposed development of 326 multi-family dwelling units (Vista Clara Apartments).

Location: The property is generally described as COSDEN & BRACKNELL ADD TO DEERFIELD 6-9 PB LOTS 1, 2, 3, 7 & 8 TOG WITH THATPT OF VAC COSDEN ST LYING WITHIN SAID LOTS, TOG WITH PENNEL FAMILY PLAT 160-23 PAR B, more particularly described in the file, and located at 412 North River Drive & 454 NE 1st Avenue.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Item 6, adopted Resolution 2020/094. Roll Call:

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

Nays: 0

7. P.H. 2020-073: Application 19-P-224 (Deerfield Development Resources, LLC) (Deferred from March 4, 2020)

Applicant: Deerfield Development Resources, LLC, represented by Greenspoon Marder and Leigh Robinson Kerr & Assoc.

Proposal: Request to amend restrictive plat note on "Antibes Development Plat II" (Plat Book 150, Page 6) to ancillary parking garage to accommodate the proposed development of 326 multi-family dwelling units (Vista Clara Apartments).

Location: The property is generally described as ANTIBES DEVELOPMENT PLAT II 150-26 B PARCEL 'A', more particularly described in the file, and located at 430 N.E. 1st Avenue.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Item 7, adopted Resolution 2020/095. Roll Call:

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

Nays: 0

8. P.H. 2020-066: APPLICATION NO. 19-PDD-01 (Vista Clara Apartments Site Plan) (Quasi-Judicial Public Hearing)

Applicant: Deerfield Development Resources, LLC, represented by Greenspoon Marder and Leigh Robinson Kerr & Assoc.

Proposal: Major site plan application seeking approval for 326 multi-family dwelling units (apartments), attached parking garage and associated site improvements.

Location: The property is generally described as several parcels of land in SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, and located at 414, 430, 454 & 480 N.E. 1st Avenue, 240 N.E. 5th Street, 412, 424, 430, 446, 450 & 458 N. River Drive, and 409 N. River Avenue.

VISTA CLARA (ITEMS 4 – 10) – CONTINUED

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item 8, adopted Resolution 2020/096. Roll Call:

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

Nays: 0

9. P.H. 2020-074: Application 19-A-195 (Vista Clara Apartments Abandonment)

Applicant: Deerfield Development Resources, LLC, represented by Greenspoon Marder and Leigh Robinson Kerr & Assoc.

Proposal: Abandonment application seeking approval to abandon existing easements to accommodate a proposed 326-unit multi-family residential development.

Location: The property is generally described as several parcels of land in SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, and located at 414, 430, 454 & 480 N.E. 1st Avenue, 240 N.E. 5th Street, 412, 424, 430, 446, 450 & 458 N. River Drive, and 409 N. River Avenue.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item 9, adopted Resolution 2020/097. Roll Call:

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

Nays: 0

10. Resolution 2020/098 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Development Agreement with the Developer of the Vista Clara multi-family residential development to be located on 8.4 acres at 414, 430, 454, & 480 N.E. 1st Avenue, 240 N.E. 5th Street, 412, 424, 430, 446, 450 & 458 N. River Drive, and 409 N. River Avenue, Deerfield Beach, Florida; providing for an effective date.

The Resolution was read by title only.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 10, adopted Resolution 2020/098. Roll Call:

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

Nays: 0

PUBLIC HEARINGS – SECOND READING

11. P.H. 2020-064: ORDINANCE 2020/016 - AN ORDINANCE OF THE CITY OF COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING DIVISION 2 "PARKING CITATIONS AND PENALTIES" OF ARTICLE II "STOPPING, STANDING, PARKING" OF CHAPTER 66 "TRAFFIC AND VEHICLES" OF THE CODE BY CREATING SECTION 66-44 "TOWING" TO PROVIDE FOR THE TOWING OF VEHICLES IN VIOLATION OF PARKING REGULATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

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

Commissioner Preston expressed concern with adopting the proposed ordinance due to the current environment and financial constraints which may cause an undue burden on many people.

PUBLIC HEARINGS – SECOND READING – CONTINUED

Vice Mayor Parness explained that people who receive several parking tickets deserve to be towed. By the time someone has received three (3) tickets, they are not obeying the law and their vehicle should be towed. Otherwise, illegal parking will continue; this ordinance will help stop it.

David Santucci, City Manager, said this circumstance would apply to a vehicle that already has two (2) outstanding parking violations and a third occurrence. This will not apply to someone who has an initial or second infraction. This takes effect on the third infraction, whereby, the person failed to pay the first or second infraction. Also, the parking PAID program will be submitted to the City Commission, which provides the ability for those with parking violations amnesty on any late charges that accumulated. This also helps reduce the fine amounts and overall costs to the individual.

There was a brief discussion between Commissioner Preston and Mayor Ganz regarding people being ticketed and having difficulty paying as well as where people are ticketed, the beach.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item 11, adopted Ordinance 2020/016. Roll Call:

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

Nays: 1 - Commissioner Preston

12. P.H. 2020-065: ORDINANCE 2020/017 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING ARTICLE VII "USE OF CITY RIGHTS-OF-WAY" OF CHAPTER 2 "ADMINISTRATION" TO CONFORM WITH STATE LAW; AMENDING SECTION 2-454 TO PROVIDE FOR ADMINISTRATIVE APPROVAL OF CERTAIN APPLICATIONS FOR USE OF CITY RIGHTS-OF-WAY BY PERSONS OTHER THAN A COMMUNICATIONS SERVICE PROVIDER; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

Mayor Ganz opened the public hearing.

Robert G. Scott, Jr., Davis Wright Tremaine LLP, 1919 Pennsylvania Avenue NW, Suite 800, Washington, DC, provided a letter regarding Comcast's concerns as outlined in SB 1000.

Samantha Gillyard, City Clerk, read the letter into the record, see attached.

Mayor Ganz closed the public hearing.

Commissioner Drosky said he does not support the Ordinance as it is an attack on home rule.

Anthony Soroka, City Attorney, said the letter from Mr. Scott has been addressed and the Ordinance will comply with applicable State law; thus, he believes they are satisfied with the given response.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Item 12, adopted Ordinance 2020/017. Roll Call:

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

Nays: 1 - Commissioner Drosky,

PUBLIC HEARINGS – SECOND READING – CONTINUED

13. P.H. 2020-057: ORDINANCE 2020/018 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A LARGE SCALE CORRECTIVE LAND USE PLAN AMENDMENT TO AMEND THE BOUNDARIES AND DENSITY OF THE CENTURY VILLAGE DASHED LINE AREA ON THE CITY OF DEERFIELD BEACH FUTURE LAND USE (FLU) MAP FOR CONSISTENCY WITH COUNTY'S FUTURE LAND USE MAP AND THE DENSITY THAT EXISTS WITHIN THE CENTURY VILLAGE COMMUNITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (First Reading approved on August 20, 2019)

The Ordinance was read by title only.

Mayor Ganz opened the public hearing.

Rosa Delp, no address given, asked via chat, how the amendment would affect the property and neighborhood.

Mayor Ganz closed the public hearing.

Anthony Soroka, City Attorney, replied that the Ordinance updates the City's map to conform with the County's map with respect to the density within the community and existing density currently there. There were existing units unrelated to the Toll development and the map had to be updated to reflect the existing density; it is an administrative clean up item.

Vice Mayor Parness advised that this will not affect the community in anyway.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Item 13, adopted Ordinance 2020/018. Voice Vote:

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

Nays: 0

PUBLIC COMMENT

Amie Kay Tanner, 111 Odas Tanner Way, Deerfield Beach, expressed condolences for Mr. Mike Chance. Also, another Deerfield Beach pioneer, Margaret Briggs, passed away at the age of 103. She is responsible for many properties being on the National Register of Historic Places and was instrumental at the elementary school. Thereafter, she provided a brief history of how Ms. Briggs and her late husband arrived in Deerfield Beach.

Virginia Garcia-Perez, 1050 NW 45th Street, Deerfield Beach, commented on complaints made by a neighbor at a previous City Commission meeting. She advised that they have been the only ones to complain, but misrepresented the facts. In the past, there were loud and disruptive renters, wherein efforts to resolve these differences. Ms. Garcia-Perez said all parties are prohibited on AirBnb sites and cautions renters against them. In the six (6) months they have rented the property, only two (2) complaints have been raised by the same neighbor. The property owner has addressed them through AirBnb, the City and letter was written to the neighbors to clarify the differences. Thereafter, she commented on other actions taken by the neighbors. All permits on the property are up to date and have complied with and approved by the City. Only one (1) building permit is outstanding whereby, the City has issued a courtesy notice. Over the past three (3) weeks, they have repeatedly contacted the City for follow-up; no responses have been received. Lastly, she asked for an update on their pending permit.

Mayor Ganz said the property was recently registered with the City under the [vacation rental] Ordinance which requires registration and asked why.

PUBLIC COMMENT – CONTINUED

Ms. Garcia-Perez replied that they have had the permit since February. She said she is not sure why the City continues to ask for that permit and they already have it, but, they continually send it.

Susan Papagikos, on behalf of Mrs. Rubio Gomez, said they are aware of the tenants attending the last commission meeting and the allegations reported have gone to various mediums, newspaper and local website. She said they are more than happy to supply any evidence/information that the Commission needs to make a decision. Further, at the last meeting, the Mayor asked the City Manager to reach out to the couple, her clients, concerning this matter and to date, no one has reached out to get their side of the story. She asked the Commission to reach out to her client as there is plenty of evidence that can be supplied. Though they are compassionate to Mr. and Mrs. Ucena's complaints, just as they are renting their property, their landlord has the right to rent to them. Her client has a property right to run an Airbnb under Florida's regulations and Deerfield Beach.

***Paul Bourque, 3032 Hardwood D, Deerfield Beach**, asked for the status of the lakes concept within the CVE proposed park areas, to be provided by FDOT. *[Due to technical difficulties, the question was read by the City Clerk and received via Zoom Chat]*

There were no others to speak.

David Santucci, City Manager, said he has been loosely following the vacation rental issue since it was brought up at the last meeting and asked that staff provide an update.

Eric Power, Director of Planning & Development Services, advised that 1050 NW 45th Street did submit their application for vacation rental two (2) weeks ago and are not aware of an application submitted prior. Additionally, he advised that there has been communication with Ms. Garcia-Perez, Bernard Pita, Code Compliance, has spoken to her on several occasions. Further, there is a citation against the property for working without a permit and no current permits have been submitted at this time.

Mayor Ganz said regarding the lakes at Century Village, he is not aware of the latest update and asked for input from Mr. Santucci.

Mr. Santucci replied that FDOT had their meeting with Century Village last week whereas, the lakes were a topic of discussion. He advised of the reluctance to allow for drainage onto the property, but communication is ongoing.

Vice Mayor Parness said FDOT advised that they will make a proposal that will be beneficial to Century Village, but there are other avenues if Century Village declines. Also, Master Management was part of the conversation; nevertheless, once he has additional information, he will provide an update.

CONSENT – AGREEMENTS & EXPENDITURE REQUESTS

14. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Construction Agreement with the Florida Department of Transportation for installation of brick pavers, curbing, landscaping, bollard lighting, and street lighting within a portion of State Road A1A/South Ocean Drive; authorizing execution of the Agreement; and providing an effective date. (Tabled from July 7, 2020)

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

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

Nays: 0

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

CONSENT – AGREEMENTS & EXPENDITURE REQUESTS – CONTINUED

There was no discussion on items 15 – 18.

- 15. Resolution 2020/099 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the First Amendment to the Interlocal Agreement with Broward County for disbursement of HOME Program Funds for the Housing Rehabilitation Program for fiscal year 2018-2019 to extend the term of the Interlocal Agreement; authorizing Mayor and City Manager to execute the First Amendment; and providing for an effective date.**
- 16. Resolution 2020/100 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Amendment to the Agreement with the State of Florida, Division of Emergency Management, for the implementation and administration of the Hurricane Loss Mitigation Program Grant for fiscal year 2019-2020; providing for execution and an effective date.**
- 17. Resolution 2020/101 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Subrecipient Agreement with Florida Housing Finance Corporation for the distribution of State Housing Initiatives Partnership ("SHIP") Coronavirus Relief Funds; authorizing the Mayor and City Manager to execute the Agreement; and providing for an effective date.**
- 18. Resolution 2020/102 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Interconnection Agreement with Florida Power and Light for customer-owned renewable energy generation; authorizing the City Manager to execute the Agreement; and providing for an effective date.**

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Items 15 – 18. Voice Vote:

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

Nays: 0

DEPARTMENTAL BUSINESS

- 19. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield, Florida, approving the design for an Arboretum Wall Mural; providing for an effective date.**
(Tabled from July 7, 2020)

David Santucci, City Manager, advised that staff has been conversing with the artist and Friends of the Arboretum, but a revised concept is not yet ready.

Mayor Ganz said the last Commission Meeting was a long and he may have been harsh in his comments; notwithstanding, the design was beautiful and the artist is outstanding and does a great job throughout the city. The comments were not a severe criticism and though his tone may have been somewhat harsh, he thanked the artist for her services as he looks forward to the new submission.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to table Item 19 indefinitely. Voice Vote:

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

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY – No Report.

CITY MANAGER

FARDA Property – David Santucci, City Manager, advised that on July 31, 2020, a letter signed jointly by the Florida Atlantic Research & Development Authority, Andrew Duffel, President, and DRP Finance, LLC, James Eagen, the sub-leasee to the FARDA property on the four (4) acres, was received. The letter was addressed to the City Attorney and recognizes that a building permit is due to the City by August 22, 2020 per the terms of the fifth amendment to the agreement dated August 20, 2019. The letter states that due to the global pandemic, they have been adversely affected and unable to pursue development of the property. They have jointly requested a nine (9) month extension from August 22, 2020 to May 22, 2021 to obtain a building permit. It was requested that it go on tonight's agenda, but he did not feel it appropriate to submit since there was very little time for the request. He then asked for direction from the Commission.

Mayor Ganz expressed dissatisfaction toward the short time period to respond. Though he has received phone calls in the last couple of weeks, he refuses their calls at this point, but has been directing them to staff.

Commissioner Drosky said without more details, i.e. letter of intent, a potential client, contract, there is nothing to discuss.

Commissioner Hudak concurred.

Online Payment Vendor – Mr. Santucci said the vendor for the City's utility bill payment provider, Squares Click2Gov, has experienced another malfunction. Because of this, he would like to start with a new vendor; whereby, staff recommends Paymentus. Paymentus is a viable candidate for online credit card payment processing. The vendor has over 20 years in the industry, an impeccable reputation for security transactions through online payment and presents a much more cost friendly option. He advised that he would like to execute the contract tomorrow as it has been vetted by both the City Attorney and Chief Financial Officer, then bring it back to the City Commission for ratification at the next meeting.

In response to Commissioner Hudak's question, Mr. Santucci replied that the system is standalone and can be integrated into a master ERP.

Recycling Program – Mr. Santucci said the City Commission previously decided to modify the recycling program until October 1st because it was not clear whether Waste Management (WM) would agree to extending till January 1, 2021. WM has agreed to extend the modification of the current program until January 1, 2020 which can be done administratively.

Anthony Soroka, City Attorney, suggested the Commission pass a motion because the body seemed amenable to January 1, 2021. During the prior meeting, the WM representative could not obligate the company, but they have agreed. He reiterated his recommendation that the City Commission approve suspending the recycling until January 1st.

In response to Commissioner Drosky's question, Mr. Soroka replied that the item can be formalized and submitted to the Commission on a future agenda as long as it is before October 1st.

COMMENTS BY MAYOR & CITY COMMISSION**COMMISSIONER HUDAK****DISTRICT 1**

Public Participation – Commissioner Hudak said he received a call from a resident over the weekend stating numerous individuals would like the City to overturn the restriction prohibiting boat parking in the front yards of homes in the Cove. He asked them to provide a petition signed by at least 200 residents in the Cove in agreement and he would present to the Commission. The following day, he received an e-mail from a resident who strongly opposed this change and Commissioner Hudak advised the

COMMENTS BY MAYOR & CITY COMMISSION – CONTINUED

resident the same on petitions. It is important to hear from residents on all sides of an issue. There are many times the Commission only hears from a passionate few on one-side of an issue. Though no petitions have been received to date, he reminded everyone of the importance of staying connected and being educated on issues affecting the City.

Quiet Waters Food Drive – Commissioner Hudak advised that the food drive will be held Friday, August 7th from 9:30 a.m. till noon.

Saturday Office Hours – Commissioner Hudak said he will be available on Saturday, August 8, 2020 from 10 a.m. till noon via Zoom/phone.

COVID-19 Testing – Commissioner Hudak thanked Commissioner Preston for pursuing a City test site. Since June 8, 2020, 13,967 people have been tested by the Department of Health, at the Oveta McKeithen Recreational Complex. Testing is available Monday through Saturday from 8 a.m. till 4 p.m. Thereafter, he outlined his experiences being tested; whereby, he received negative results within three (3) days. Commissioner Hudak encouraged others to get tested.

Recycling/Solid Waste – Commissioner Hudak said there are three (3) recycling sites available for residents who want to recycle. Thereafter, he displayed a photo of one of the sites which shows trash and unrecyclable items are being discarded in the containers. People are taking the time to bring recyclables to the collection site, but the items are still being contaminated, which is a challenge. He said it is up to the residents to recycle properly as education has been provided. If the program moves forward, recycling must be done properly.

Pickup Disruptions – Commissioner Hudak said there have been challenges with trash and bulk pickup in the last couple of months due to the equipment and COVID-19. The Sustainable Management department is working hard to resolve these issues as they are considering different vehicle routes.

City Manager Performance Review – Commissioner Hudak said last January, the Commission approved the evaluation form and he conducted the first performance review for the City Manager; wherein, he provided goals. Before the next Commission meeting, he plans to evaluate his progress on those goals then provide four (4) new goals for the upcoming year. He reminded the Commission that the City Manager's contract outlines an annual review to be conducted between June 1st and August 30th, but no later than September 30th of each year.

COMMISSIONER PRESTON**DISTRICT 2**

Mike Chance – Commissioner Preston said Mr. Chance was a part of the City for over 30 years, but was involved in City activities as a kid. He had a huge heart in uplifting kids and was never given enough credit for the things he did. Mr. Chance was special in trying to achieve his job and make the City better.

Mr. Chance recently passed.

Packer Rattlers/Pop Warner – Commissioner Preston said last night the Packer Rattler organization and Pop Warner met via Zoom. Jay Howard, Pop Warner President, plans to have a regular season and to start little league football now, to include the Packer Rattlers. Other teams are ready to participate and advised the Packer Rattler Board of such. There will be safety measures: kids will have to practice with masks on; there will be a modified huddle so children are not too close. Commissioner Preston said he does not know how that will work when strategizing plays; nevertheless, he explained to them that the children's safety is first priority. Though he would like football to happen this year, he does not want to risk safety; therefore, he suggested to Mr. Howard that it be suspended for two (2) months before moving forward.

Continuing, Commissioner Preston advised that Mr. Howard does not believe the board would be amenable. So if Deerfield Beach decided to hold back for a couple of months, and the season went ahead, there may not be a season for the Packer Rattlers. Also, he advised that all the parents would have to sign waivers acknowledging the possibility of contracting the virus. Commissioner Preston said he is not

COMMENTS BY MAYOR & CITY COMMISSION – CONTINUED

comfortable with that as there is no solution; moreover, even teams at higher levels do not have a resolution. Pop Warner has teams in place and Mr. Howard said he would submit the request to the Board, but nothing is guaranteed; nevertheless, he will update Commissioner Preston.

Family Support – Commissioner Preston said his youngest son, a firefighter/paramedic for Broward Sheriff's Office, contracted COVID-19 but is recovering; he asked for prayers for his son's recovery while he is being treated.

VICE MAYOR PARNES**DISTRICT 3**

District 3 Meeting - Vice Mayor Parnes advised that he will be hosting a meeting via Zoom on August 24th. This will allow him to meet with all four (4) neighborhoods representing his district in one (1) night; he invited Commission to attend.

Little League Football – Vice Mayor Parnes said he is not willing to risk children's lives for football. There are too many people getting sick; as of this morning 1,633 residents have contracted the virus. He is concerned that strict enforcement is necessary as there are too many people not wearing masks. He commended restaurants prohibiting entrance without a mask.

Furlough – Vice Mayor Parnes said employees are losing money as a result of furlough. They should be cared for before contributing to charity. He suggested donating at a reduced amount.

Fire Rescue – Vice Mayor Parnes said he is pleased with the response from the police and firefighters. Within the last 60 days, there were 62 ambulance calls for COVID-19 related illness in Century Village. He recommended that everyone be tested as too many people are sick.

COMMISSIONER DROSKY**DISTRICT 4**

Hurricane Preparation – Commissioner Drosky thanked staff and the City Manager for being prepared for Hurricane Isaias. This marks two (2) consecutive years that the city has been in harm's way, but escaped danger; whereas people in the Bahamas and New England area did not. This shows the need to prepare and be vigilant as the storms are unpredictable.

Recycling Centers – Commissioner Drosky thanked Commissioner Hudak for the photos presented this evening regarding recycling. He advised that the east/west centers have exhibited excessive contamination. Though he is unsure on the answer to restarting the recycling program, a hard look is needed since the interim period is not working either. Further, the east/west locations are not as strictly monitored like the central location where an attendant is present; this could be a reason for excessive contamination. Lastly, anyone who is driving their recyclables to the site likely know the recycling rules better than others, but it is not working.

Broward League of Cities – Commissioner Drosky said the Broward County City Manager's Association (BCCMA) in connection with the Broward League, has been working with the County Attorney's Office to come up with a formula for distribution of the 30% funding from CARES Act, approximately \$102 million. These funds must be disbursed among all 31 cities in the County; whereas, the BCCMA is working on a formula under five (5) distinct categories to determine reimbursement. Once finalized, it will be presented to the County Administrator for consideration and hopefully approval so the City can be reimbursed allowable expenses which will help with the budget deficit.

Broward League Solid Waste Working Group – Commissioner Drosky said the Broward League is also working on the solid waste working group to consider solid waste alternatives into the future. The items being discussed are independent and dependent districts and details for both those options on how they are run, how the board members are appointed and funding. These are influx at the moment and discussions are ongoing. The next step is for city attorneys to give insight on the differences between independent and dependent districts, and hopefully, the options will be narrowed later.

Prayers – Commissioner Drosky said his thoughts and prayers are with Commissioner Preston's son.

COMMENTS BY MAYOR & CITY COMMISSION – CONTINUED**MAYOR BILL GANZ**

Prayers – Mayor Ganz said he wishes Commissioner Preston's son a swift recovery.

COVID-19 – Mayor Ganz applauded the results of the City's testing site and outlined the number of cases as of tonight: Deerfield Beach [1,640], Pompano Beach [6,934], Coconut Creek [1,113] and Boca Raton [4,705]. The City is surrounded by cases as this is hard to contain. Though things have slowed down as of a couple of weeks ago, it is not where it needs to be. Thereafter, he commented on citations issues, warnings issued, the number resolved, non-substantiated, and pending inspections. He said Deerfield Beach is doing an outstanding job being proactive and looking for issues within the businesses and other areas. Though warnings have been issued, most have come back as not substantiated meaning staff has checked on a situation only to find out it is not substantiated or gone to a business to see if they are following the rules and determined adherence.

Continuing, Mayor Ganz said the actual number of citations issued are surprising as Fort Lauderdale has only issued 44; Pompano Beach – 7; Deerfield Beach – 2. Mayor Ganz said at various places and on the streets, it is clear the rules are not being followed and is therefore concerned on how things are being handled since the educational component has been foregone. He advised that wearing a mask is a County and City order and must be followed to keep each other safe and the city open.

Joint Public Service Announcement (PSA) – Mayor Ganz said staff is working on a joint PSA with other coastal mayors to outline what needs to be done to keep the economy going, keep people safe and follow the rules.

Packer Rattlers – Mayor Ganz said he is stunned on the request to move forward during these uncertain times. As an employee with the National Football League, what they have in place still has a great deal of uncertainty. This was a big year for the Packer Rattlers as they were starting to charge and would not receive the same amount previously slated from the City. If there is no season, it will be hard for them to restart and suggested moving funds for this year and next year and putting it together for Packer Rattlers in the future if possible.

Hurricane Preparation – Mayor Ganz applauded the City Manager and staff for the outstanding job on preparing for Isaias.

ADJOURNMENT

There was no further business to discuss.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to adjourn the meeting at 9:37 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

August 3, 2020

VIA EMAIL

(web.commissioner@deerfield-beach.com)

Mayor Bill Ganz
Vice Mayor Bernie Parness
District 1 Commissioner Michael Hudak
District 2 Commissioner Ben Preston
District 4 Commissioner Todd Drosky
City of Deerfield Beach
150 NE 2nd Ave.
Deerfield Beach, FL 33441

Re: Ordinance P.H. 2020-065, Amending Chapter 2, Article VII of the City Code

Dear Mayor Ganz, Vice Mayor Parness, and Commissioners:

We write on behalf of Comcast regarding the scheduled second reading tonight of P.H. 2020-065, an ordinance amending Article VII of Chapter 2 of the City Code, regulations for communications facilities in the City's rights-of-ways. This letter supplement comments we submitted on February 6, 2018 with respect to Ordinance P.H. 2018-042, which also amended Chapter 2 in response to previous state legislation.

One of the City's stated goals with regard to the Ordinance is to amend and revise the Code "for consistency with the most recent amendments to Section 337.40, Florida Statutes," which the legislature enacted last year in SB 1000. As described in more detail below, Comcast requests that the City incorporate into the proposed Ordinance an important limit on permitting requirements for wireline communications systems contained in SB 1000, which is not currently contained in the proposed Ordinance.

SB 1000 requires that certain work in the rights of way on wireline communications systems be exempt from local permitting. Specifically, SB 1000 provides that "[a] municipality or county may not require a permit for the maintenance, repair, replacement, extension, or upgrade of existing aerial wireline communications facilities on utility poles, or for aerial wireline facilities between existing wireline communications facility attachments on utility poles . . ." Fla. Stat. § 337.401(3)(g).

The existing City Code, however, provides that "A registrant shall not commence to place or maintain a communications facility in a city public right-of-way until all applicable permits have been issued by the city." See Code Section 2-456(a)(1). Although the Code exempts "routine maintenance or emergency maintenance" work on aerial wireline facilities and other facilities, it does not exempt all of the work SB 1000 allows without a permit.

The proposed Ordinance begins to broaden the exemption from permitting so that it would allow "service restoration work . . . or repair work, including but not limited to, emergency repair of existing facilities or extension of such facilities for providing communications services to customers . . ." without a permit. Yet as drafted, the exemption does not exempt from permitting the full range of work exempt under SB 1000.

In order to fully comply with state law, Comcast respectfully requests that the City revise the proposed ordinance to incorporate the statutory exemption for wireline work into Code Section 2-456(2). The City could do so by adding a separate category of work allowed without a permit as new subsection 2-456(2) for:

d. Maintenance, repair, replacement, extension, or upgrade of existing aerial wireline communications facilities on utility poles, or for aerial wireline facilities between existing wireline communications facility attachments on utility poles.

Alternatively, the City could add the following italicized language to the beginning of Section 2-456(1): "Unless as otherwise permitted in subsection 2-456, and subject to the exemptions provided in Fla. Stat. 337.401(7)(e). . . ."

In sum, Comcast requests that the Commission incorporate the revision to the Ordinance proposed above to bring the Code into compliance with state law, or if necessary, defer the item to allow time to make those revisions. In the alternative, Comcast reserves all of its rights to contest the enforceability of any or all of these provisions at any time.

Respectfully submitted,



Robert G. Scott, Jr.

cc: Derek Cooper, Comcast
Dawn Stagliano, Comcast
David Santucci, City Manager web.citymgr@deerfield-beach.com
Samantha Gillyard, CMC, City Clerk web.clerk@deerfield-beach.com
Anthony Soroka, City Attorney asoroka@wsh-law.com

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
January 22, 2020**

A regular meeting of the Community Appearance Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:04 p.m. in the City Commission Chambers, Deerfield Beach, by Chair Belton.

Roll call showed:

Present: Harry Belton, Chair
 Terrance Glunt, Vice Chair - late
 Jack Hugentugler
 Mark Damiano, Alternate

Also Present: John Harbilas, Planner
 Anthony Soroka, City Attorney
 Tracy Britten, Administrative Support Specialist

Absent: Jerry Dubois
 Patrick Morris

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Hugentugler made a motion, seconded by Mr. Damiano, to approve the December 4, 2019 and December 28, 2019 as submitted. The motion CARRIED by unanimous vote.

NEW ITEMS

**#6940 Praxis of Deerfield Beach
 1450 SW 11 Way
 Building Paint**

The applicant requested pewter grey for the shingle color. There are four (4) shingle buildings at the property and the color schemes are the same for all the buildings.

Mr. Hugentugler made a motion, seconded by Mr. Damiano to approve Item #6940 as submitted. The motion CARRIED by unanimous vote.

**#6941 Grind & Unwine'd Coffee
 1480 E Hillsboro Blvd.
 Minor Site Plan**

Jack Hawk, Architect, stated that the property is a conversion of a gasoline station and recently a dry cleaner. It will be an upscale coffee shop with wine, smoothies and food options. Additionally, three (3) original garage doors from the gasoline service station will be converted. The first door will become a double door entryway; the second one, an indoor and outside sitting area and the inside will be a counter

space for ordering menu items. The plans also include a new wooden fence to create a privacy barrier; it will be horizontal. Moreover, everything will remain the same as well as the metal roof which is in great condition.

Furthermore, the applicant explained that the color shown on the display is an underlying blue, the same as before, the red brick will be painted blue then whitewashed, 2/3 white and 1/3 with white paint mixed. Lastly, there will be a total of seventeen (17) parking spots available for customers.

Mr. Hugentugler made a motion, seconded by Vice Chair Glunt to approve Item #6941 as submitted. The motion CARRIED by unanimous vote.

**#6942 Hillsboro Technology Center Building G & H
600-650 W Hillsboro Blvd.
Major Site Plan**

The applicant provided a brief overview of the property. Discussion ensued regarding the two (2) final buildings for the Hillsboro Technology Center Building G & H. Whereas, buildings G & H will be similar to buildings C, D, E, and F. The landscape, entry features and the color of the building will be the same. Minor changes will be the locations between the buildings and the site plan use. Also, there are six (6) industrial buildings, one (1) office building and one (1) community center. The landscape will only be alongside the edges and parking lot. Everything on the south side of Building G parking lot is already installed.

Vice Chair Glunt made a motion, seconded by Mr. Damiano to approve Item #6942 as submitted. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

None.

ADJOURNMENT

Chair Belton adjourned the meeting at 7:41 p.m.

Harry Belton, Chair
Community Appearance Board

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
February 12, 2020**

A regular meeting of the Community Appearance Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 6:58 p.m. in the City Commission Chambers, Deerfield Beach, by Chair Belton.

Roll call showed:

Present: Harry Belton, Chair
Terrance Glunt, Vice Chair
Jerry Dubois
Jack Hugentugler
Patrick Morris

Also Present: John Harbilas, Planner
Anthony Soroka, City Attorney
Tracy Britten, Administrative Support Specialist

Absent: Mark Damiano, Alternate

APPROVAL OF MINUTES OF PREVIOUS MEETING

None.

NEW ITEMS

**#6943 SWC Deerfield Beach Botanicals LLC
697 & 699 S Federal Hwy.
Building Paint**

Jenna Lane, Planner, displayed images captured via Google maps.

The applicant provided samples of the color choices white diamond and silver fox for the building paint; thereafter discussion ensued.

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to approve Item #6943 as submitted. The motion CARRIED by unanimous vote.

**#6927 Deerfield Square
600 S Federal Hwy.
Master Signage Plan**

Jenna Lane, Planner, displayed images captured via Google maps.

Discussion ensued regarding the master signage plan. The applicant provided a brief overview of the property. The applicant stated that he will be using the same color tones and all satin finishing to be in alignment with business owners at the property.

Mr. Jerry Dubois made a motion, seconded by Vice Chair Glunt to approve Item #6927 as submitted. The motion CARRIED by unanimous vote.

**#6944 Shoppes at Hillsboro
2201 & 2215 W Hillsboro Blvd.
Master Signage Plan**

Jenna Lane, Planner, displayed images captured via Google maps.

The applicant provided a brief overview regarding the master signage plan; whereby, a previous 2010 application approved red faced channel letters or reverse channel letters. The proposed amendment requests black channel lettering; the red will remain.

Mr. Hugentugler made a motion, seconded by Mr. Morris to approve Item #6944 as submitted. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

Anthony Soroka, City Attorney, wished everyone Happy Valentine's Day.

Comments by Deerfield Beach Planning and Development Services Department

Jenna Lane, Planner, wished everyone Happy Valentine's Day.

ADJOURNMENT

Vice Chair Glunt adjourned the meeting at 7:21 p.m.

Harry Belton, Chair
Community Appearance Board

**PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
February 6, 2020
MEETING MINUTES**

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

ROLL CALL

Present: Thomas Plaut, Chair
Brian Bennett, Vice Chair
Bridget Beckford
John Gibilaro (Alternate)
Ronald Towers
Kanthiah Easwara Chandran (Alternate)

Also Present: Stephen Graham, Assistant Director of Planning & Development Services
Anthony Soroka, City Attorney
Heather Montemayor, Assistant City Clerk

Absent: Gail Davis, Alternate

PLEDGE OF ALLEGIANCE

SEATING OF ALTERNATES

Mr. Gibilaro sat in for the District 4 vacancy.

APPROVAL OF MINUTES OF PREVIOUS BOARD MEETING

Motion was made by Vice Chair Bennett and seconded by Ms. Beckford to approve the minutes of January 9, 2020. The motion CARRIED by unanimous vote.

OLD BUSINESS

None.

NEW BUSINESS

P.H. 2020-031: APPLICATION 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**.

SUMMARY BACKGROUND/EXPLANATION

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.

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.

Stephen Graham, Assistant Director of Planning & Development Services, provided a brief overview of the item. The application went through the Development Review Committee (DRC), whereby, the applicant has complied with all staff and code requirements; however, there is one (1) outstanding comment related to site lighting and must be addressed prior to the application going before the City Commission. Thereafter, he outlined the lighting issue on the site plan. Lastly, Mr. Graham advised that staff is requiring replacement of any missing or in declined trees and shrubs in accordance with the previously approved Master Plan as a condition.

In response to Chair Plaut’s question, Mr. Graham replied that staff has not received any returned notices.

Malcom Butters, Butters Construction Development, 6820 Lyons Technology Circle, Coconut Creek, explained that this application is for the construction of the final two (2) buildings. In 2013, the land use and zoning change was completed, whereby, the area was previously a dilapidated golf course, infested with rodents. Mr. Butters stated that they promised to clean up the area, provide first class tenants, and a first-class business park with hotels, office and industrial buildings. Currently, all the buildings are almost full, whereby, the Marriott is under construction and should be opening within the next couple months. He explained that the office building is full; the Learning Experience is the second largest daycare operation in the County. The industrial tenants include, UPS, ShipMonk, E-Commerce, etc. Lastly, Mr. Butters said the project consists of Class A industrial buildings and are 32 feet clear height, which is the new industrial standard.

In response to Ms. Beckford's question, Mr. Butters replied that the area is now zoned as a mixed-use category, which generates a variety of uses and employment opportunities. Further, he said the retention areas are in the front because they wanted to create an open entry and did not want to force buildings onto the street. Also, there were approximately \$2 million in improvements to the intersection at Hillsboro Boulevard and Fairway Drive to alleviate any traffic concerns. Lastly, he said the golf course contained arsenic, as well as other environmental issues; therefore, the business park is a much more environmentally friendly development.

In response to Mr. Gibilaro's questions, Mr. Butters replied that they do not have any tenants slated for the two (2) new buildings. He clarified that the interior clear height is 32 feet; however, it is around 45 feet to the top of the parapet wall. Further, the overhead doors will allow tractor trailers. Mr. Butters said they enclosed the truck worth, so all the trucking activity is between the two (2) buildings; therefore, it will not affect the neighbors to the east, nor the north and west. Lastly, he said the establishments will adhere to the City's noise ordinance.

In response to Chair Plaut's question, Mr. Butters replied that they made a commitment to Boca Raton that they would not put the shipping doors facing north out of respect to the residents. Thereafter, a photograph was displayed outlining the distance to the residential neighborhoods.

In response to Chair Plaut's question, Mr. Butters replied that the retention pond abuts Buildings E, F, H, and I and is maintained by his company.

In response to Mr. Chandran's questions, Mr. Butters replied that tenants have not been selected; therefore, he is unsure of the production activity. The site plan approval process consists of preliminary water and sewer, civil and engineering plans, so water and drainage for the building have already been reviewed as part of the DRC process with the City. Once a tenant is selected, plans will be submitted to the Building Division for approval of the office, toilets, etc.; whereby, the Fire Department assesses the risk and signs off on every permit.

In response to Mr. Chandran's question, Mr. Graham replied that the survey plans outline a canal easement, which is on the subject property; however, the responsibility of the easement area falls on the South Florida Water Management District (SFWMD).

Mr. Chandran suggested that once the development is in full operation, staff keep a close eye on the traffic circulation as the traffic flow may need to be reconfigured.

Mr. Butters said the application process required that the traffic plan include all the buildings. He explained that two (2) lanes were added to the entrance and one (1) lane was added to the exit.

Chair Plaut recognized Richard Rosenzweig, former District 3 Commissioner. Thereafter, he opened the public hearing.

Michael Stearns, 2200 Juana Road, Boca Raton, said he lives on the other side of the canal and explained that there is no way this development has as much greenery as the golf course. Further, he asked what is going to happen to the properties to the east and north once the development is completed and the lights are installed 30 feet high. Thereafter, he provided a photograph of the trees that are being proposed every 37 feet for this development. Lastly, he asked that the Board request that the applicant install additional landscaping.

Lynn Guez, 1320 SW 21st Lane, Boca Raton, said her property is completely open and asked that wind studies be performed. She expressed concerns with the destruction of trees during the creation of this development and the loss of her property values; whereby, she has lost one (1) foot per year due to erosion. Thereafter, she outlined the years that the canal was dredged by the Army Corp of Engineers due to erosion. The SFWMD stated that they would have a 72-foot easement on Palm Beach's side and nothing on Broward County's side. Lastly, she outlined the dredging process.

Naomi Gayle, 643 NW 3rd Way, Deerfield Beach, said the project is beautiful and hopes that the northside will look the same. Since the easement is not owned by the developer, she asked who will maintain it. Thereafter, she expressed concerns with the previous construction, and asked that the developer live up to their commitments and fix what needs to be fixed, as it should not fall on the homeowners. Lastly, she loves the center and the work that has been done to the area but asked that the Board request that the developer adhere to their commitments should issues arise due to construction.

Sophia Gayle, 643 NW 3rd Way, Deerfield Beach, also asked that the developer keep their promises. Thereafter, she outlined the work performed after the initial construction, i.e. rinsing off the roof, etc. She also expressed concerns with the traffic, whereas, residents have issues getting in/out of the neighborhood and the light fixtures from the development illuminating into their homes. Lastly, she advised that home repairs were promised but have not been done.

Diego Ayala, 1360 SW 21st Lane, Boca Raton, said the lights currently shine into his window at night. Since the new building will be around 164 feet from his residence, it will cause more issues; therefore, he suggested a buffer be installed, as well as some type of light mitigation.

Patti Conway, 2185 Juana Road, Boca Raton, suggested that the developer come and view the area from the north, as the elevation may be different. She also requested that some type of light and noise mitigation be done.

Eric Spivey, 673 NW 3rd Way, Deerfield Beach, also expressed concerns with the noise and light fixtures, as the lights point directly into his house. Further, he commented on the animals that were forced into their neighborhood when they dug up the area.

Chris Burk, 1400 SW 21st Lane, Boca Raton, expressed concerns with the height of the building and lighting; thus, he suggested that the lights be pointed downward. He asked that the Board deny the application, so the concerns that have been mentioned are addressed. Lastly, he requested an updated traffic study.

Cherice Thurston, 385 NW 7th Court, Deerfield Beach, expressed concerns with the animals, i.e., coyotes, possums, etc. that have increased on her property due to the construction of the new development. Further, she said there is a gate that is open near her property that creates motor bike traffic, which creates noise and suggested that it be closed. Lastly, she spoke in support of the project, but reiterated her concerns with the animals on her property, as well as the open gate.

Motion was made by Vice Chair Bennett and seconded by Ms. Beckford to close the public hearing. The motion CARRIED by unanimous vote.

In response to Chair Plaut's question, Mr. Butters replied that there has been community outreach over the years. Thereafter, he answered questions posed by the public. He advised that he'd reach out to Ms. Naomi Gayle regarding the concerns on her property. Unfortunately, they cannot do anything about the coyotes, possums, etc. as it is not a result of their operations. The gate is operated by the SFWMD; therefore, they have no control of the gate, but agreed that it should remain locked. Mr. Butters reiterated that the interior clear of the building is 32 feet, but the top of the wall is 45 feet; whereby, the City's code provides a 100-foot maximum. He explained that the 32-foot clearing is the industry standard for industrial. Further, he said he is unaware of the motorcycle activity, whereas, there is a nightly and weekend security guard who monitors the property.

Continuing, Mr. Butters said Building I is 165 feet from the front face to the property line and the front of the farthest building to the facility across the canal is 395 feet. He explained that there is an 8-foot high concrete fence between the development and the neighbors to the east. The traffic light issues are from people coming out of neighborhoods to the east of Fairway Drive, whereas, those lights are controlled by FDOT. Further, he said there was a lot of dirt and dust from the initial construction of roadway and drainage which was cleaned up; nonetheless, if there is anymore, they are committed to cleaning it up. Unfortunately, they do not oversee the easement or Hillsboro canal, as it is handled and maintained through the SFWMD. He advised that when the landscape master plan was completed, it outlined more trees than what was previously at the golf course. Mr. Butters said a community center was donated to the City, which is utilized by the community and they hope to continue to be good stewards. Lastly, he said the lighting has been completely redesigned for these projects; they are lower, shielded and face inward towards the buildings.

In response to Mr. Gibilaro's questions, Mr. Butters replied that they do not foresee any type of 24-hour operation establishments and assured that the City's noise ordinance will be adhered. Further, adding timers to the lights creates liability issues, as there are certain standards for safety. Mr. Butters explained that all landscape plans have been reviewed by city staff, whereby, there are certain requirements that are mandated.

In response to Chair Plaut's questions, Mr. Butters replied that the final two (2) buildings will block the existing lights and the new lights will have diverters, be lower and will face away from

the neighborhood. Further, he said they cannot install any foliage on the SFWMD property; however, there is landscaping on their property line. Thereafter, the landscape plan was displayed.

Vice Chair Bennett commended Mr. Butters for the outreach he plans to do with the residents.

In response to Mr. Towers request, Mr. Butters assured that the community's issues will be handled.

Per Chair Plaut's request, Anthony Soroka, City Attorney, clarified that the Board has three (3) options: recommend approval, recommend denial or recommend approval with conditions.

Motion was made by Vice Chair Bennett and seconded by Mr. Towers to approve P.H. 2020-031: Application 14-PID-5G subject to staff's recommended conditions. The motion CARRIED by unanimous vote.

STAFF REPORT

Stephen Graham, Assistant Director of Planning & Development Services, said there will be a meeting in March. Thereafter, he briefly outlined one (1) of the items.

CHAIRMAN'S REPORT

None.

MEMBERS' REPORTS

None.

ADJOURNMENT

Motion was made by Vice Chair Bennett and seconded by Ms. Beckford to adjourn the meeting at 8:13 p.m. The motion CARRIED by unanimous vote.

Thomas Plaut, Chair
Planning and Zoning Board



City Commission Meeting - August 17, 2020

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Monday, August 17, 2020, at 7:00 PM in the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology** with elected officials and City staff participating through video conferencing.

To ensure compliance with the latest CDC recommendations, the August 17, 2020, regular City Commission meeting may proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items with such attendees required to adhere to a temperature check, wear facial coverings and maintain social distancing. A copy of the agenda for the August 17, 2020 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the City Commission Meeting:

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

1. Zoom

a. Via Zoom Online - Access to the meeting will begin at 6:45 PM on August 17, 2020.

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

<https://deerfield-beach.zoom.us/j/81417900172?pwd=NVI6TmJGM20yMEtsKy9KUDBFcWxxQT09>

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: 814 1790 0172#, Participant ID: #, Password: 103875#

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 later than 6:45 PM on August 17, 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. 2020-524

Agenda Date: 8/17/2020

Status: AWARDS & RECOGNITION

In Control: City Commission

Title

Presentation by Waste Management regarding a request to amend the Future Land Use Map (FLUM) for the Monarch Hill Renewable Energy Park, more specifically the former Wheelabrator location.

Background/History

On February 19, 2020 the City of Deerfield Beach received notice from the Broward County Planning and Development Management Division for a request to amend the Future Land Use Map (FLUM) by Waste Management for the Monarch Hill Renewable Energy Park, more specifically the former Wheelabrator location. The City was notified as an adjacent municipality and was given the opportunity to comment. The City did so and provided a letter back to the County on February 28, 2020. In this letter, the City brought up several concerns including no prior notice or communication regarding the proposed action, concerns over increasing the landfill, quality of life impacts to City residents, additional landscaping and buffering needs, a traffic study to determine possible impacts and that public meetings be held with all adjacent municipalities to present any and all proposed uses prior to the item moving forward to the Broward County Planning Council or Broward County Commission. On May 11, 2020 the applicant wrote to the Broward County Planning and Development Management Division informing them that they were in receipt of the City's letter and that they would like to meet with Deerfield Beach elected officials to discuss the proposed project. This item is an informational presentation provided in response to this request from the City.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-302

Agenda Date: 8/17/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

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

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Broward County owns and oversees the regional E-911 consolidated communications system ("System"), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary for the operation of public safety answering points. In order to participate in the Regional E-911 System, the County required each municipality to enter into an agreement for participation in the Consolidated Regional E-911 Communications Systems, which the City entered into on September 30, 2013.

Over the last several months, Broward County has been in negotiations with the Broward Sheriff's Office ("BSO") on an amended and restated Operator Agreement for the Consolidated E911 Regional System. The agreement clarifies areas associated with performance requirements and includes an engagement process to allow for the review and approval of suggested field operational changes to improve the System.

In conjunction with entering into the Participation Agreement, the City also entered into a Regional Interlocal Agreement ("RILA") with the County to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication.

As part of this effort, it is necessary to amend portions of each municipalities' Participation Agreement and the related RILA to ensure that the performance standards and engagement process align with the Operator Agreement.

Current Activity

The first amendment to the Participation Agreement and RILA between Broward County and the City

of Deerfield Beach (the "First Amendment") contains changes to the existing agreements previously approved by the City Commission. Some of the changes include:

- Updates based on the post-MSD study/final report;
- Delineates maintenance and operation responsibilities of the P25 county radio system/infrastructure;
- Further defines governance and oversight; and
- Creates an oversight board, Operational Review Team, comprised of members to be appointed by the Fire Chiefs Association, the Police Chiefs Association, and the City Managers Association.

Most if not all of these responsibilities found within the First Amendment are to be handled by BSO on behalf of the City. Financial responsibilities have not changed and still include end user radios and fire alerting systems.

Recommendation

Staff recommends approval of the First Amendment to the Participation Agreement and RILA.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DEERFIELD BEACH FOR PARTICIPATION IN THE CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM AND FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET; PROVIDING FOR EXECUTION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Broward County (the “County”) owns and oversees the regional E-911 consolidated communications system (“System”), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary for the operation of public safety answering points, as well as a countywide interoperable public safety intranet that supports closest unit response in life-threatening emergencies and regional specialty teams; and

WHEREAS, to participate in the Regional E-911 System, the County required each municipality to enter into an agreement for participation in the Consolidated Regional E-911 Communications Systems; and

WHEREAS, the City Commission approved, and the City executed, the Agreement between the County and the City of Deerfield Beach for Participation in the Consolidated Regional E-911 Communications System, dated on or about September 30, 2013 (the “Participation Agreement”); and

WHEREAS, in conjunction with entering into the Participation Agreement, the City also entered into a Regional Interlocal Agreement for Cooperative Participation in a Regional Public Safety Intranet (“RILA”) with the County to allocate responsibilities for the deployment of technical resources and responsibilities for countywide public safety communication; and

WHEREAS, the First Amendment to the Participation Agreement and the First Amendment to the RILA, attached as Exhibit “A”, (collectively, the “First Amendment”) provides for revisions to acknowledge and adopt the updates to the Operator Agreement between the County and BSO and the operation of the System, including updated performance standards, current policies and standard operation procedures, revised composition of the Operational Review Team (the “ORT”), revised engagement process and role of the ORT, and the demarcation points for the updated fire station alerting system; and

WHEREAS, the City Commission believes it is in the best interest of the City to approve the First Amendment.

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

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

Section 2. The City Commission hereby approves the First Amendment, in substantially the form attached as Exhibit “A”.

Section 3. The Mayor and City Manager are hereby authorized to execute the First Amendment, attached as Exhibit “A”, together with such non-substantial changes as deemed appropriate by the City Manager and approved by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



BERTHA W. HENRY, County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7362 • FAX 954-357-7360

August 3, 2020

To: Municipal Managers

Subject: Amendments to the Participation Agreement for E911 Communications System

Dear Municipal Managers:

As communicated earlier this year, the amendments to the Participation Agreement and Regional Interlocal Agreement are needed to align the performance standards and engagement process with the Operator Agreement the County has with the Broward Sheriff's Office; to ensure compliance with Criminal Justice Information System (CJIS) or Florida Department of Law Enforcement (FDLE) requirements; and to permit municipalities to procure special municipal services above the base level of services.

The path to this agreement was reached by many hours of review, follow up discussion with staff and stakeholders, as well as a presentation at the BCCMA. This was undertaken with an eye towards uniting two agreements into one overarching document that can be used to direct the efficient operation of the Regional Consolidated Public Safety Dispatch System while delineating the responsibilities of all participants.

Your expeditious consideration is appreciated. Please note that should the amended agreements not be approved, the County will continue to provide services in accordance with the existing agreements, and in the absence of executed amended agreements, the County will unilaterally provide service in accordance with its commitment and responsibilities as established upon assumption of the regional consolidated dispatch program in 2014.

In my previous communication dated February 26, 2020, we requested that each City Commission approve the agreement by March 31st. Although several municipalities were successful in approving the agreement before the end of March, we are all aware of the impact felt globally by the pandemic. In the interim, we also received additional feedback from which a few updates were made to the document.

Attached is the updated version of the First Amendment to the Agreement for Participation in the Consolidated Regional E-911 Communications System and Regional Interlocal Agreement. **This is the version that should be considered by every City Commission as soon as possible and no later than September 1, 2020.**

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

We request that you schedule this item for your commission's approval as promptly as possible.

If you have any questions, please contact Tracy Jackson at 954-831-3908 or tjackson@broward.org.

Sincerely,



Bertha Henry
County Administrator

Attachment

cc: Andrew J. Meyers, County Attorney
Tracy Jackson, Director, Regional Emergency Services & Communications



**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

AND

**FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND THE CITY OF _____ PROVIDING FOR COOPERATIVE PARTICIPATION IN A
REGIONAL PUBLIC SAFETY INTRANET**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipality identified on the signature page below ("Municipality" or "City") (collectively County and Municipality are referenced as the "Parties").

RECITALS

A. County owns and oversees the regional E-911 consolidated communications system ("System"), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary for the operation of public safety answering points ("PSAPs"), as well as a countywide interoperable public safety intranet that supports closest unit response in life-threatening emergencies and regional specialty teams.

B. The vast majority of municipalities within Broward County entered into the Agreement Between Broward County and the Participating Municipality for Participation in the Consolidated Regional E-911 Communications System, dated on or about September 30, 2013 ("Participation Agreement"), in order to promote the public health, safety, and general welfare by improving the safety of first responders and persons residing or traveling in Broward County, eliminating or reducing call transfers that result in delayed responses, and facilitating the migration to consolidated new technologies, among other benefits.

C. In conjunction with entering into the Participation Agreement, each municipality also entered into a Regional Interlocal Agreement ("RILA") with County to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication systems.

D. Pursuant to an Operator Agreement (as amended, the "Operator Agreement") executed between County and the Broward Sheriff's Office ("BSO"), County engaged the services of BSO to staff and operate the regional PSAPs for call-taking, teletype (queries only), and dispatch services. County and BSO intend to amend the Operator Agreement to continue the services of BSO as the Operator of the System, to update the performance standards as recommended by Fitch & Associates, to ensure compliance with Criminal Justice Information System (CJIS) or Florida Department of Law Enforcement (FDLE) requirements, to establish an engagement process, to permit municipalities to procure special municipal services above the

base level of services otherwise provided by the Operator, and to clarify the division of responsibilities of the parties.

E. County and Municipality desire to amend the Participation Agreement to acknowledge and adopt the updates to the Operator Agreement and the operation of the System including updated performance standards, current policies and standard operation procedures, revised engagement process and role of the operational review teams, and the demarcation points for the updated fire station alerting system, and to amend the RILA to remain consistent with the Participation Agreement.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Participation Agreement.
2. Except as modified herein, all terms and conditions of the Participation Agreement and the RILA remain in full force and effect. Amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions.
3. The effective date of this First Amendment shall be January 1, 2021.
4. The Parties agree and approve that both the Participation Agreement and the RILA are intended, and shall be interpreted, to provide for the following delineation of responsibilities for the System: County is the owner and provider of the Consolidated Regional E-911 Communications System; Operator is engaged by County to provide System Services to the Participating Communities, including call-taking, dispatching, and teletype (queries only); the Operational Review Team (ORT) is responsible for review of operational issues that may affect field operations of the fire and law disciplines and communicating these issues to the stakeholders.

Amendments to the Participation Agreements

5. Article 2, Definition, of the Participation Agreement is amended as follows:

2.1 **Administrator**. The term "Administrator" or "County Administrator" shall mean the County Administrator of Broward County government by the Charter of Broward County, Florida.

~~2.2 **Agreement**. The term "Agreement" shall mean this Agreement between COUNTY and MUNICIPALITY.~~

- ~~2.3~~ **2.2 Administrative Call.** The term "Administrative Call" shall mean a call received in a Host PSAP that is not an Emergency Call or a Non-Emergency Call and is specific to a Participating Community. An Administrative Call is not part of the Consolidated Regional E-911 Communications System responsibility.

2.3 Base Level of Services. The minimum level of System Services provided to all Participating Communities by the Operator of the System that meets the following requirements: (i) call intake staffed at a level to provide that 90% of all emergency calls arriving at a PSAP are answered within 3 to 5 seconds; (ii) a single radio talk group, staffed by a single radio operator, should not, during any four-hour block of time, exceed a weighted 0.4 Erlangs or a weighted answer delay of 10 seconds or greater; (iii) sufficient to support retention of Operator's emergency medical dispatch, emergency fire dispatch, and emergency police dispatch certifications; (iv) staffed at a level to provide supervision of dispatch operators on a ratio of 6:1 (dispatch operators to supervisor); and (v) County-provided independent qualitative performance review of call-takers and dispatchers. Base Level of Services shall not include any special services that are separately negotiated or purchased by a Participating Community.

* * *

2.12 Non-Emergency Call. The term "Non-Emergency Call" shall mean a call received in a Host PSAP that does not require an immediate response from law enforcement, fire rescue, or EMS call for service dispatch, or any combination thereof.

6. Section 2.16 of the Participation Agreement is amended as follows:

2.16 Participating Communities. The term "Participating Community" or "Participating Communities" shall mean the municipal corporation or corporations existing under the laws of the state of Florida, located within the County, that enter into this Standard ~~an~~ an Agreement with County for participation in the Consolidated Regional E-911 Communications System in substantially the form of this Agreement, as amended.

7. Section 4.1 of the Participation Agreement is amended in relevant part as follows:

4.1 County shall operate, or contract to operate, a Consolidated Regional E-911 Communications System, for County's unincorporated area, Port Everglades, and Fort Lauderdale-Hollywood International Airport, and Participating Communities that provides the Base Level of Services to all Participating Communities. The Consolidated Regional E-911 Communications System shall be implemented through County government. County shall provide for the management, administration, oversight, and operations of the Consolidated Regional E-911 Communications System. Operational data shall be reviewed on an annual basis, and results from the review will be used as the basis for determining the staffing level for System Services to support the Base Level of Service for the subsequent fiscal year. No dispatch consolidation modifications

relative to System Services for any Participating Community shall be made based upon the element of Base Level of Services identified in Section 2.3(ii) (namely, the answer delay in a four-hour block of time for a single radio talk group staffed by a single radio operator) ("Consolidated Talk Group Change") until an analysis is completed by Fitch & Associates (or other consultant competitively procured by County) based upon no less than twelve (12) months of operational data after the cutover to the P25 digital trunked simulcast radio system. Furthermore, County shall provide the affected Participating Communities with said data and the proposed Consolidated Talk Group Change at least thirty (30) days prior to any such modification. Within that thirty (30) day period, County shall meet with the public safety officials of the affected Participating Communities to seek mutual acceptance of the proposed Consolidated Talk Group Change. In the event mutual acceptance is not achieved, the proposed Consolidated Talk Group Change will go through the engagement process for final resolution. The System shall operate in accordance with policies, rules, and procedures approved through County workgroups, governance, and/or technical boards created to improve the communications infrastructure and overall Consolidated Regional E-911 Communications System. The System shall operate subject to the control, internal operating rules and regulations of County. County, Operator, and Participating Communities agrees to comply with the requirements of the applicable Management Control Agreements relating to COUNTY operation of the Regional Public Safety Infrastructure at Host PSAP(s).

8. Section 4.3 of the Participation Agreement is amended in relevant part as follows:

... Participating Communities that have a Host PSAP location within their City Limits agree to enter into an agreement with ~~Operator~~ the Broward Sheriff's Office to authorize the use of the Participating Community's FDLE router. All applicable parties, including County, Operator, Broward Sheriff's Office, and Participating Community, agree to comply with all applicable Criminal Justice Information System (CJIS) and Florida Department of Law Enforcement (FDLE) requirements, and County and Participating Community each agree to enter into agency user agreements, security addendums, or other agreement(s), as required for CJIS compliance, and ensure that its employees and vendors with access to criminal justice information or systems similarly cooperate and comply with CJIS requirements, including execution of any necessary security addendums or other agreements and routinely providing updated security and employee information as required for CJIS compliance.

9. Section 4.4 of the Participation Agreement is amended in relevant part as follows:

4.4 As set forth in the agreement between County and the Operator, which includes an engagement process for the participation of public safety organizations within Broward County, County shall establish operation and efficiency performance standards for the Consolidated Regional E-911 Communications System's operations and create a time schedule for implementing and meeting the efficiency and performance criteria. The

operation and efficiency performance criteria for the System (the "Standards") shall be as set forth ~~on Exhibit "B" (the "Standards")~~; ~~provided, however, the Standards shall only be in effect for calls received on the 911 telephone lines of a Host PSAP in the agreement between County and Operator.~~ **Any change in the Standards must be approved in advance by County and the Operator in accordance with the Operating Agreement, and by a simple majority vote of the Fire Chiefs and the Police Chiefs of all Participating Communities.** County shall require in any contract it enters into with an Operator of the System that such Operator shall meet or exceed the Standards. . . .

10. Section 4.7 of the Participation Agreement is amended in relevant part as follows:

4.7 The COUNTY shall be responsible for the establishment, coordination, and support of any workgroup, governance, and/or technical boards created for the purpose of ~~providing recommendations to the County Administrator on the operation of the~~ **improving the County's regional communications infrastructure and overall** Consolidated Regional E-911 Communications System. Membership of any such workgroup or boards may include, but not be limited to, representatives from COUNTY, Participating Communities, and Operator. **The Operational Review Team (ORT) shall consist of three (3) members appointed by the Fire Chiefs Association, three (3) members appointed by the Police Chiefs Association, and one (1) member appointed by the City Managers Association. The ORT shall review and recommend operational changes that may affect first responders (as defined in Section 112.1815(a), Florida Statutes) to improve the operation of the System, to the extent necessary, in accordance with the Engagement Process set forth in Exhibit C. The Participating Communities hereby appoint the ORT to act in accordance with the Engagement Process on behalf of the Participating Communities collectively as set forth in Exhibit C. County may condition any requested service above Base Level of Services on the applicable Participating Community(ies) funding any increased operational or equipment costs; no Participating Community shall be obligated to pay any additional amount for System Services above Base Level of Services without the prior written consent of that Participating Community.**

11. Exhibit B is deleted from the Participation Agreement, and all references to the original Exhibit B are amended to omit such reference.
12. The Participation Agreement is amended to include Exhibit C as attached hereto.

Amendments to the Regional Interlocal Agreements

13. Section 2.19 of the RILA is hereby amended as follows:

2.19 City shall follow all RPSI Trunked Radio System policies and standard operating procedures in place at the time of this Agreement, ~~a list of which are included in Exhibit G,~~ as well as those developed in the future and issued to City by County. **Any new policies**

or standard operating procedures, or material modifications to existing policies or standard operating procedures, shall be developed by the applicable governance boards. City agrees to comply with any enforcement actions required by these policies and procedures ~~for, including Subscriber Maintenance and to prevent~~ misuse or abuse of the RPSI Trunked Radio System.

14. Section 2.23 of the RILA is hereby amended as follows:

2.23 City is responsible for Subscriber Maintenance including repair and sub-fleet additions, moves, and changes to City subscribers as provided in Exhibit B. City may utilize the services of a third-party vendor approved in advance by County to provide maintenance of City subscribers, or City may contract with County for a fee for a combination of the aforementioned services or for all of the above services.

15. Section 3.2 of the RILA is hereby amended as follows:

3.2 The term of this Agreement shall be for five (5) years from the Effective Date. This Agreement may be renewed every five (5) years with the written approval of both County and City, unless terminated pursuant to Article 4; notwithstanding the foregoing or any other provision of this Agreement, the extension of the Participation Agreement pursuant to its terms shall automatically renew this Agreement, and this Agreement shall be in effect for at least the duration of the Participation Agreement.

16. Exhibit B of the RILA is amended to replace the diagram titled "Broward County – ILA Radio Network Fire Station Alerting System DMARC" with the diagram of the same title attached hereto.

17. Exhibit G of the RILA is deleted from the RILA and all references to Exhibit G are amended to amended to refer to the then-current RPSI Trunked Radio System policies and standard operating procedures issued by County.

18. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of _____, 2020, and MUNICIPALITY, signing by and through its _____, duly authorized to execute same.

BROWARD COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 2020

(Signature)

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

(Print Name of Witness)

By _____
René D. Harrod (Date)
Deputy County Attorney

RDH
06/04/2020
First Amendment Participation Agreement
#343020.15

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

AND

**FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND THE CITY OF _____ PROVIDING FOR COOPERATIVE PARTICIPATION IN A
REGIONAL PUBLIC SAFETY INTRANET**

MUNICIPALITY

ATTEST:

CITY OF _____

CITY CLERK

By: _____
CITY MAYOR

Print Name

____ day of _____, 20____

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

City Attorney

Broward County – ILA Radio Network Fire Station Alerting System DMARC

RPSI – Fire Station Alerting System
Logical Network Design Overview Broward County Radio System
Broward County/City Responsibilities

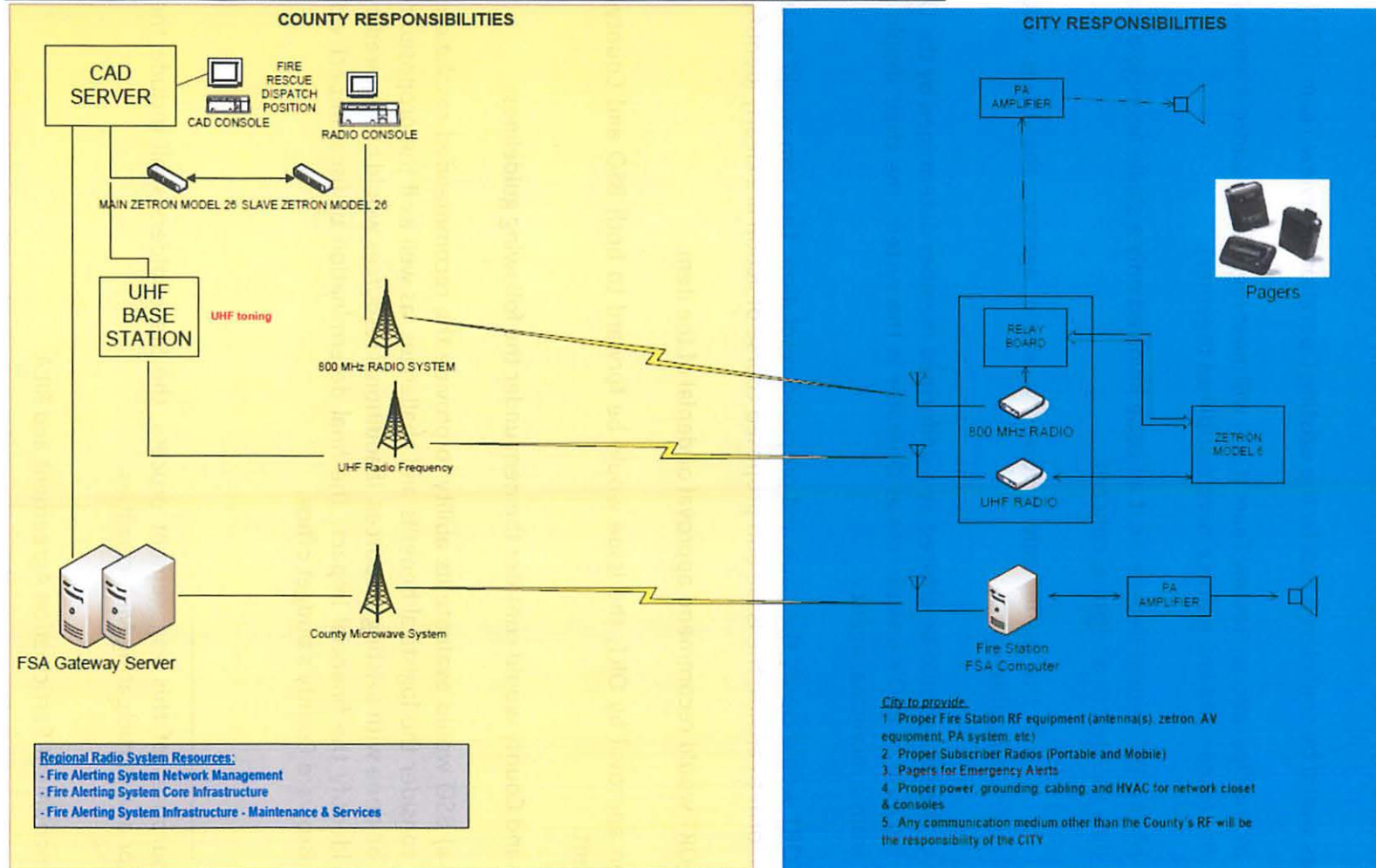


EXHIBIT C

Engagement Process¹

Step 1: Issue Identification and Proposed Resolution

- 1) A need for the creation and/or revision to a policy, procedure or process of the 911 system can be raised by any of the stakeholders – law enforcement/fire rescue agency as a representative of their municipality; Broward Sheriff's Office; or Broward County.
- 2) Issues would be considered first by the existing Operational Review Team (ORT).
 - a) The Operational Review Team (ORT) will meet regularly to address issues (typically both fire rescue and law enforcement disciplines together).
 - b) The ORT would determine if an issue involved only a single agency; a single discipline (law vs. fire); or a regional concern.
 - i) If the issue only involves a single agency, the issue would move to subparagraph 4.
 - c) The ORT should be chaired by a uniformed member determined by the ORT members. Because of BSO's unique role as Operator in the system, the chair should preferably be from a municipal agency.
- 3) The ORT would clarify the issue and proposed resolution. The item would be summarized in written form to ensure the issue and proposed course of action are clearly identified.
- 4) The ORT would recommend approval or denial of the item.
- 5) Upon approval by ORT, the issue would be forward to both BSO and County for review & comment.
- 6) BSO and County would consider the item under the following guidelines:
 - a) BSO would evaluate its ability to provide the recommended resolution. They should consider the logistical benefits and challenges, as well as if the proposed resolution can be done with existing resources. If additional resources would be required by BSO, it must identify the financial impact. The final determination of fiscal impact would rest with Broward County's budget office.

¹ For purposes of this engagement process, the Stakeholders shall include the County and Operator and Participating Municipalities.

b) County would consider any logistical impacts from the proposed issue resolution as it relates to the County's technology (i.e. CAD, radio, 911 system, etc.). County would also consider any potential fiscal impacts, though the final arbiter of funding should reside with the County's budget office. Finally, County would evaluate the issue and proposed resolution against the Regional 911 System's overarching goals and objectives.

c) If the issue involved only a single agency (see 2b above), County and the involved agency would discuss if the municipality desires to fund the change/improvement if the solution is beyond the base services provided by the County.

d) If the issue is denied by the ORT, the proposer may elect to advance the issue to Step 3.

7) Once approved by all three stakeholder groups (ORT, BSO, County), the issue advances to Step 2.

8) If the issue is not approved by any of the stakeholders in 7) above, the proposer may elect to advance the issue to Step 3.

Step 2: Approval by End-Users

1) Issues approved by all three stakeholder groups will be approved by fire chiefs and/or police chiefs.

a) While ORT will often be comprised of operational managers from law enforcement and fire rescue agencies, approval at Step 2 requires the specific review and approval from the chief of the department for each law enforcement and/or fire rescue as applicable.

b) Summary of the issue and proposed resolution, as prepared and approved at Step 1, will be sent to the chief of the department for law enforcement, fire rescue or both as the issue may require.

c) Items, as summarized at Step 1, will be balloted to chiefs of department electronically. The chair of the relevant ORT shall ensure the written summary of the issue is forwarded to the respective Association president for distribution to each chief of Department.

d) Each chief of department is expected to review and approve or not approve the item.

e) Consistent with the existing practices for both the Fire Chiefs Association and Police Chiefs Association, a simple majority is sufficient for the item to be approved. Ultimately the determination of each professional Association, and of the methods by which they approve items, is left within the purview of that Association.

2) Upon approval at Step 2, the item will move to Step 4 for implementation.

Step 3: Escalation to Chief Administrative Officers

- 1) Should an issue not garner support for approval at Step 2, the proposer or other stakeholder may elect to escalate the issue to their respective chief administrative officer (city manager, county administrator, or Sheriff) as may be applicable.
- 2) The chief administrative officer (or designee) of the agency or agencies seeking to escalate the issue may elect to uphold the determination made at Step 1 or Step 2, or confer with the chief administrative officers (or designees) of other stakeholders.
- 3) The chief administrative officers of all stakeholders, should they agree, may also direct a specific resolution to the issue; request ORT reconsider the issue; or take other actions as they determine in the best interest for their local government.

Step 4: Implementation

- 1) Issues identified at Step 1, and approved at either Step 2 or Step 3, shall move to Step 4 for implementation.
- 2) County will facilitate the implementation with the active support of other stakeholders.
- 3) County will monitor and report to all stakeholders the progress and issues approved for implementation.
- 4) ORT members are expected to keep the Participating Communities and their respective agencies informed of issues undergoing implementation.

Note: For all approvals required by ORT, a simple majority vote of the ORT constitutes approval of the item except as expressly stated in Step 2 at Section (1)(a).



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-547

Agenda Date: 8/17/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the agreement with Paymentus Corporation for electronic bill payment services; waiving competitive selection requirements; ratifying execution of the agreement with Paymentus Corporation; and providing an effective date. (Funds from Account #401-8000-536-39-37 - Bank Charges & Account #001-3008-545-39-37 - Bank Charges)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: estimated \$181,000 annually

Account Name: Bank Charges

Account Number: 401-8000-5363937

Secondary Account Name: Bank Charges

Secondary Account Number: 001-3008-5453937

Background/History

In June of 2020, the City was notified by Central Square that a vulnerability in their Click2Gov software caused electronic payment transactions to the City to be "at risk" of a breach. This was the second time in a 12-month period that Central Square's Click2Gov software had such vulnerabilities.

Current Activity

In order to protect the City and its utility customers from security breaches, City Staff has determined that a contract with a new vendor to provide for electronic payment transaction services (the "Services") is needed. Under the City Manager's direction, the IT Services Department researched vendors with the ability to provide Services that are compatible with the City's current enterprise resource planning ("ERP") software without using Click2Gov (C2G), and obtained quotes from vendors. Of the three solutions, Paymentus offered a PCI Compliant Level 1 product with the most experience with the City's ERP (over 10 years). Paymentus is also used by several other agencies who have the same ERP as Deerfield Beach including our neighbor, the City of Coral Springs, who has also been a victim of a C2G security breach. They are extremely happy with the Paymentus product.

The other vendors (AMS/Invoice Cloud and Central Square/Paya) offered partnerships that combined two companies. These partnerships were all less than two years old and their implementations were only a few months old.

Paymentus offers a mature, secure product with major cost savings compared to the cost of our current system.

City staff has negotiated a contract with Paymentus for the for a five-year term, with the option to renew for one additional three year renewal period (the “Agreement”). Pursuant to Sec. 38-118 of the City Code, the City Commission may waive all or specific provisions of Article IV, Chapter 38 of the Code (“Procurement Code”), provided that the City Commission finds that it is in the best interests of the City to do so, and that the waiver will not inure to the financial disadvantage of the City.

Recommendation

Based on the quotes received, the limited market of compatible systems and the expediency needed to address the C2G issues, City staff requests that the City Commission waive the competitive selection requirements in Sec. 38-127 of the Procurement Code with regard to the Agreement for the Services, and approve and ratify execution of the Agreement.

RESOLUTION NO. 2020/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING THE AGREEMENT
WITH PAYMENTUS CORPORATION FOR ELECTRONIC BILL
PAYMENT SERVICES; WAIVING COMPETITIVE SELECTION
REQUIREMENTS; RATIFYING EXECUTION OF THE AGREEMENT
WITH PAYMENTUS CORPORATION; AND PROVIDING AN
EFFECTIVE DATE**

WHEREAS, the City currently accepts credit card payments online for payment of City utility bills; and

WHEREAS, the City's current vendor for electronic payment transactions, Central Square Technologies, LLC, has vulnerabilities in their Click2Gov software affecting the security of the online card transactions; and

WHEREAS, in order to protect the City and its utility customers from security breaches, City Staff has determined that a contract with a new vendor to provide for electronic payment transaction services (the "Services") is needed; and

WHEREAS, the IT Services Department researched vendors with the ability to provide Services that are compatible with the City's current enterprise resource planning ("ERP") software without using Click2Gov, and obtained quotes from three different solutions; and

WHEREAS, of the three solutions, Paymentus Corporation ("Paymentus"), which has not been breached, offered a PCI Compliant Level 1 product with over 10 years of experience with the City's current ERP product; and

WHEREAS, Paymentus offers a mature, secure product with major cost savings compared to the cost of our current system; and

WHEREAS, City staff has negotiated a contract with Paymentus, attached as Exhibit "A", for the Services for a five-year term, with the option to renew for one additional three year renewal period (the "Agreement"); and

WHEREAS, pursuant to Sec. 38-118 of the City Code, the City Commission may waive all or specific provisions of Article IV, Chapter 38 of the Code ("Procurement Code"), provided that the City Commission finds that it is in the best interests of the City to do so, and that the waiver will not inure to the financial disadvantage of the City; and

WHEREAS, based on the quotes received and the delay associated with a formal competitive procurement, City staff requests that the City Commission waive the competitive selection requirements in Sec. 38-127 of the Procurement Code (collectively, the "Requirements") with regard to the Agreement for the Services; and

WHEREAS, City Staff recommends the City Commission waive competitive selection requirements, and approve and ratify execution of the Agreement with Paymentus, attached as Exhibit “A,” for the Services.

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

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

Section 2. The City Commission hereby finds that it is in the best interests of the City to waive the Requirements with respect to the Agreement with Paymentus for the Services, and that said waiver will not inure to the financial disadvantage of the City.

Section 3. The City Commission hereby approves the Agreement with Paymentus, attached as Exhibit “A,” for the Services.

Section 4. The City Commission hereby ratifies the City Manager’s execution of the Agreement with Paymentus, attached as Exhibit “A,” for the Services.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



MASTER SERVICES AGREEMENT

Client:	Deerfield Beach, Florida
Client Address:	1441 FAU Research Park Blvd, Deerfield Beach, Florida 33441
Contact for Notices to Client:	Ronald McKenzie, Chief Information Officer
Estimated Yearly Bills / Invoices:	156,000

This Master Services Agreement ("Agreement") is entered into as of the date of the last of the signatures set forth below ("Effective Date"), by and between the Client identified above and Paymentus Corporation, a Delaware Corporation with a principal place of business at 13024 Ballantyne Corporate Parkway, Suite 400, Charlotte, North Carolina 28277.

STATEMENT OF PURPOSE

Paymentus desires to provide and Client desires to receive electronic bill payment services as more particularly described in this Agreement under the terms and conditions set forth herein.

AGREEMENT

In consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of the following documents:

- (i) this signature page
- (ii) the General Terms and Conditions; and
- (iii) the following Schedules:
Schedule A: Paymentus Service Fee Schedule.

This Agreement represents the entire agreement between the parties with respect to its subject matter, supersedes all prior written or oral agreements or understandings related to the subject matter hereof, and may be changed only by agreements in writing signed by the authorized representatives of each of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CLIENT:

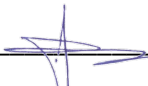
By: _____

NAME: _____

TITLE: _____

DATE: _____

PAYMENTUS CORPORATION:

By:  _____

NAME: Jerry Portocalis

TITLE: Senior Vice President

DATE: August 3, 2020

GENERAL TERMS AND CONDITIONS

1 **Definitions:**

For the purposes of the Agreement, the following terms and words have the meaning ascribed to them, unless the context clearly indicates otherwise.

1.1 “Agreement “or “Master Agreement” means the Master Services Agreement between the parties, as amended from time to time.

1.2 “Average Bill Amount” means the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.

1.3 “Effective Date” means the date the last party to execute the Agreement does so.

1.4 “Excess Payment Amount” means the amount by which the total of all Payment Amounts from Non-Qualified Transactions processed in a calendar month exceeds 5% of the total of the Payment Amounts of all card Payments processed that month.

1.5 “Fee Assumptions” means information used to calculate the Paymentus Fee (as defined in Section 3.2), including (i) the projected Average Bill Amount, (ii) the projected payment method mix (credit vs debit vs e-check) and (iii) an assumption by Paymentus that the total Payment Amount processed each month resulting from Non-Qualified Transactions shall not exceed five percent (5%) of the total Payment Amount of all card Payments processed that month.

1.6 “Initial Setup” means the first personalization and activation of the standard service with respect to each channel described on Schedule A as specified during the implementation process.

1.7 “IPN” or “Instant Payment Network™” means the network developed by Paymentus to enable customer engagement, bill presentment and receipt of payments by businesses through multiple channels as enabled from time to time by Paymentus.

1.8 “Launch Date” means the date on which Client completes the introduction to Users of all Services selected by Client as of the Effective Date.

1.9 “Non-Qualified Transaction” means (i) a Payment made with a card or payment method generally issued for business use that results in interchange fees or other processing charges assessed by a Paymentus Authorized Processor or card payment association that

are higher than those charged for transactions with cards payment methods issued for consumer use; or (ii) a Payment that does not qualify for reduced interchange fees under programs in which is then currently participating. These high-cost cards payment methods may include, among others, corporate cards, virtual cards, purchase cards, business cards, and travel and entertainment cards.

1.10 “Payment” means payment by a User through the Platform for Client’s services, Client’s bills, or other amounts owed to Client.

1.11 “Payment Amount” means the amount of a Payment.

1.12 “Paymentus Authorized Processor” means a Paymentus authorized merchant account provider or payment processing intermediary or gateway.

1.13 “Paymentus Fee” is defined in Section 3.2.

1.14 “Platform” is defined in Section 2.1.

1.15 “Reversed or Chargeback Transactions” means cancelled transactions due to (i) User error, (ii) a User’s challenge to Payment authenticity, or (iii) an action by a financial institution or a Paymentus Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).

1.16 “Services” means the performance by Paymentus of the payment and related services selected by Client as set forth in Schedule A and as provided in Section 2.3.

1.17 “User” means a user of Client’s services.

2 **Description of Services to be Performed**

2.1 **Scope of Services**

When selected on Schedule A, Paymentus will provide Users the opportunity to view and receive bills, make Payments using the payment methods provided under Schedule A and other payment methods and wallets as offered by Paymentus from time to time. The payment methods and other services provided may be used within the channels described on Schedule A or on other websites or mobile/web apps or chatbots or voice assistants that are part of the Instant Payment Network™, (collectively referred to as the “Platform”). Paymentus will provide a mechanism by which Client may select channels and payment methods it wishes to offer Users.

Paymentus will be the exclusive provider to Client of services included in the Services.

2.2 Professionalism

Paymentus will perform in a professional manner all Services required to be performed under the Agreement.

2.3 New or Enhanced Services

From time to time Paymentus may offer Client new or enhanced services, such as new functionality within the IPN, the ability to accept other payment methods, methods of bill presentment, the ability to access alternative payment processors or other service providers or Paymentus Authorized Processors or otherwise modify the terms and conditions under which the Services are provided ("Service Enhancements"). Paymentus will provide Client with notice by email to the person designated as provided in Section 7.2 disclosing the terms, including any contracts or contract amendments, under which the Service Enhancements will be made available. If the Service Enhancements will result in additional fees to or impose additional obligations on Client or Users, or will otherwise change the terms of this Agreement, Client will have at least thirty (30) days after the date of the notice to opt-out of the Service Enhancements in the manner provided in the notice. If Client does not opt-out, then when the Service Enhancements are introduced they will form part of the Services and Client will be bound by the additional terms as disclosed in the notice, and Schedule A will be deemed amended to reflect changes in the Services and fees.

3 Compensation

3.1 No Fee Installation

Paymentus will charge no fees related to the Initial Setup of the Service.

3.2 Paymentus Fee

Client will be billed the fees as provided in Schedule A ("Paymentus Fee"), unless a fee is User paid, in which case Paymentus will charge each User the Paymentus Fee as provided in Schedule A to be collected in addition to the corresponding Payment as part of the transaction. Paymentus will pay the corresponding processing and related fees ("Transaction Fees") except for fees related to Reversed or Chargeback Transactions.

The Paymentus Fee is based on the Fee Assumptions. Client will be billed additional Paymentus Fees equal to 3.5% of the Excess Payment Amount for each month during which there is an Excess Payment Amount. Paymentus may amend Schedule A upon prior written notice to Client if there are changes in the card or payment system rules or changes in payment processing fees or

other events that increase the cost of processing transactions, such as changes in the average Payment Amount, the mix of payment methods or of interchange rates applied to transactions. The amended Paymentus Fee will take effect 30 days after written notice to Client.

4 Payment Processing

4.1 Integration with Client's Billing System

At no charge from Paymentus to Client, Paymentus will develop one (1) file format interface with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. Client will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process. As such, the Paymentus platform does and can function independent of any billing system integration. A payment posting file can be emailed or downloaded from the Paymentus Agent Dashboard. If Client chooses to have the Paymentus platform integrated with its billing system, Paymentus offers two options:

- (i) Paymentus standard integration specification that Client can use to integrate its billing systems with Paymentus platform ("Standard Integration"); or
- (ii) Paymentus to either customize or configure its platform to integrate with Client using file specification or APIs supported by Client's billing system ("Client Specific Integration").

If Client chooses Standard Integration, Paymentus agrees to fully cooperate with Client and provide its specification to Client. Paymentus also agrees to participate in meetings with Client's software vendor to provide any information or clarifications needed to understand Standard Integration. Paymentus agrees to provide all integration/interface specifications within 30 days from the Effective Date. Client will take commercially reasonable steps to develop the integration within 60 days from the date on which Client has received all integration specifications from Paymentus.

If Client chooses Client Specific Integration, Paymentus agrees to develop that integration at no charge from Paymentus to Client, provided however, Client agrees to fully cooperate with Paymentus and cause its software vendors and other service providers to fully cooperate with Paymentus. Client agrees to provide all specifications required for Client Specific Integration. Client further agrees to participate in testing with Paymentus and if needed, cause its billing software vendors and other service providers to participate in

testing. Client agrees to provide or make available all integration/interface specifications within 30 days from the Effective Date. Paymentus will take commercially reasonable steps to develop the integration within 60 days from the date on which Paymentus has received all the integration specifications from Client or its vendors.

Parties agree that if the parties do not cooperate fully, it can lead to each party being unable to perform its duties to deliver the integration in time.

Based on Client's use of the Platform and its respective modules selected under the Agreement, Paymentus will require the following integration points:

MODULE	INTEGRATION POINT
One-time payment Module	Customer Information: Text File or Real Time Payment Posting: Text File or Real Time
Recurring Payment Module	Text File
E-billing Module for Billing Data	Text File or Real-time link to billing data
Out-bound Notification-Audience File	Text File for customer engagement messages

Each of these can be based on Standard Integration or Client Specific Integration.

The Initial Setup for the Web or IVR interface will be considered complete when the first Standard Integration or Client Specific Integration, as applicable, is completed such that Paymentus and Client are able to exchange files relevant to that interface, as contemplated in this Section 4.1. In the event the Services are implemented without integration, the Initial Setup will be considered complete when a User is able to access the Platform to process a payment.

4.2 Enhancements

The parties agree that the Services are provided on a "platform as a service" basis, and not as a result of custom software development. Paymentus' standard Platform will be personalized to achieve certain additional functional requirements of Client, as clarified and agreed during implementation ("Enhancements"). Enhancements may include some or all of the features included in any technical requirements or similar document provided to Paymentus. The parties will fully co-operate with one another to: a) ensure that requirements with respect to Enhancements are clarified as needed; b) accept Paymentus proposed reasonable alternatives to achieve

Client's functional objectives within the limits of the Paymentus platform; and c) accept Paymentus' reasonable estimates of time for completion, designs and plans with respect to agreed Enhancements. There will be no fee charged by Paymentus to Client for Enhancements, provided Paymentus designs and plans are accepted by Client. If the Services are to be offered at multiple locations, or if the Services include multiple Enhancements, the parties will agree to a phased implementation.

4.3 PCI Compliance

To the extent that either party receives payment card information subject to the Payment Card Industry Data Security Standards ("PCI-DSS") in connection with providing the Services, it will comply with all requirements of the PCI-DSS with respect to storage, transmission and disclosure of payment card information

4.4 Explicit User Confirmation

Paymentus will confirm the dollar amount of all Payments, and when paid by the User, the corresponding Paymentus Fee to be charged and electronically obtain the User's approval of the charges prior to initiating payment authorizations transaction. Paymentus will provide User with electronic confirmation of all transactions.

4.5 Merchant Account

Paymentus will arrange for Client to have a merchant account with the Paymentus Authorized Processor for processing and settlement of transactions.

4.6 Payment Authorization.

For authorization purposes, Paymentus will electronically transmit all card or other payment transactions to the appropriate processing center, in real time as the transactions occur or as provided in applicable rules. In its discretion, Paymentus may refuse to process any transaction that is submitted in violation of its terms of use or to protect Client, Users, itself or others from potentially illegal, fraudulent or harmful transactions. If Paymentus refuses to process a transaction, Paymentus shall provide written notice to Client and applicable User indicating the reason for denying the transaction.

4.7 Settlement

Paymentus together with a Paymentus Authorized Processor will forward the payment transactions, and when paid by User, the corresponding Paymentus Fee to the appropriate organizations for settlement (other than the Paymentus Fee) directly to Client's depository bank account previously designated by Client ("Client Bank Account"). When Client pays the Paymentus Fee,

Paymentus will invoice Client and debit the fees from the Client Bank Account on a monthly basis.

Paymentus together with the Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.

4.8 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective payment organizations) to debit the Client Bank Account for the Payment Amount and Paymentus will refund to the payment organization for credit back to the User the corresponding Paymentus Fee, if any.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback Transactions for simplicity and efficiencies. Client and Paymentus agree to reasonably co-operate with each other if Paymentus requires any change to its settlement and invoicing processes for these transactions.

5 General Conditions of Services

5.1 Service Reports

Paymentus will provide Client with reports summarizing use of the Services by Users monthly by the close of business on the 5th day after the month.

5.2 User Adoption Communication by Client

Client will communicate the Services as a payment option to its customers wherever Client usually communicates its other payment options.

Client will make the Services known or available to its customers by different means of customer communication including a) through bills, invoices and other notices; b) if direct payments have been activated, by providing IVR and Web payment details on Client's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) if IVR payments have been activated, through Client's general IVR/Phone system; and d) other channels deemed appropriate by Client.

Paymentus will provide Client with logos, graphics and other marketing materials for Client's use in its communications with its customers regarding the Services and/or Paymentus.

5.3 Independent Contractor

Paymentus is an independent contractor.

5.4 Client's Responsibilities

In order for Paymentus to provide the Services outlined in the Agreement, Client will co-operate with Paymentus by:

(i) Entering into (and authorizing Paymentus to do so on its behalf) all applicable merchant processing, cash management, ACH origination, or kiosk agreements, provided that Client is given prior written notice of and approves in writing any additional fees associated with those agreements, and providing information and consents reasonably requested in connection with the agreements.

(ii) Keeping throughout the duration of the Agreement during which direct payments via the web is activated, a bill payment link connecting to the Paymentus Platform at a prominent and mutually agreed location on Client's website. If the IVR channel is activated, the phone number for IVR payments will also be added to the web site and as an option as part of Client's general phone system.

(iii) Sharing User Adoption marketing as described in Section 5.2.

(iv) Launching the Service within 30 days of Paymentus making the system available.

(v) Dedicating sufficient and properly trained personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.

(vi) Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide Client with a posting file for posting to Client's billing system.

(vii) Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Client's billing system.

(viii) Fully cooperating with Paymentus to integrate its systems with the Paymentus Platform through the use of Paymentus' APIs to enable Client's access to the IPN, if selected.

6 Indemnification and Limitation of Liability

6.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to defend and indemnify Client and its directors, officers or governing officials, or employees

(individually a “Client Indemnitee, and collectively, the “Client Indemnitees”) from and against third party liabilities, demands, losses, damages, costs or expenses (including reasonable attorney’s fees and costs), incurred by any Client Indemnitee as a result of or arising out of a claim or demand brought by a third party to the extent the claim or demand alleges or is based upon the fact that the Services provided under this Agreement infringe the intellectual property rights of a third-party.

6.2 Client Indemnification and Hold Harmless

To the greatest extent allowed by law, Client agrees to defend and indemnify Paymentus and its directors, officers, or employees (collectively, the “Paymentus Indemnitees”) from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney’s fees and costs), incurred by any Paymentus Indemnitee as a result of or arising out a claim or demand brought by a third party to the extent the claim or demand relates to the underlying relationship or obligations of Client. Nothing in this Agreement shall waive the City’s sovereign immunity provided for in Section 768.28 Florida Statutes.

6.3 Indemnification Procedure

The indemnified party will give the indemnifying party prompt written notice of any claim for which indemnification is sought. The indemnifying party will have the right to control the defense and settlement of any claim, provided that any settlement that adversely affects the indemnified party requires the indemnified party’s consent, which will not be unreasonably delayed or withheld. The indemnified party will not settle any claim without the consent of the indemnifying party, which will not be unreasonably delayed or withheld.

6.4 Warranty Disclaimer

Except as expressly set forth in the Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to Client or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under the Agreement.

6.5 Limitation of Liability

Notwithstanding the foregoing, Paymentus will not be liable for any lost profits, lost savings or other special, indirect or consequential damages, even if it has been advised of or could have foreseen the possibility of these damages. In no event will Paymentus be liable for any losses or damages resulting from the acts, omissions or errors of third parties or of Client or for providing

agreements, instructions or information to Users as instructed by. Paymentus’ total liability for damages for any and all actions associated with the Agreement or the Services will in no event exceed (i) for an error or other action affecting the processing of one or more Payments, the amount of the Paymentus Fee associated with each Payment, (ii) for other claims, the amount of the Paymentus Fee (net of direct processing and other fees paid by Paymentus) paid to Paymentus (“Net Fees”) in the six (6) months before the events given rise to the claim or claims arising from the same circumstances; and (iii) in no event more than the lesser of \$1,000,000.00 or the Net Fees under the Agreement. Notwithstanding the foregoing, Paymentus liability for its indemnification obligations under section 6.1 above shall not exceed One Million Dollars (\$1,000,000) in total.

7 Term and Termination

7.1 Term

The term of the Agreement will commence on the Effective Date and continue for a period of 5 (five) years (“Initial Term”) from the Launch Date.

Ninety Days prior to the expiration of the Initial Term, the Parties shall meet to discuss whether Client will renew this Agreement. Client will notify Paymentus of its renewal decision within thirty (30) days following that meeting. If Client decides to renew, the parties will agree in writing to amend this Agreement for the sole purpose of extending the Term for one additional three year term (“Renewal Term”) and all other terms and conditions of this Agreement shall remain the same. If Client fails to timely communicate its non-renewal decision so that Paymentus is unable to stop all transactions by the original contract expiration date, the Parties agree that the Term shall be extended for one ninety-day period for purposes of winding down the relationship.

7.2 Material Breach

A material breach of the Agreement will be cured within 90 business days (“Cure Period”) after a party notifies the other of the breach. In the event the material breach has not been cured within the Cure Period, the non-breaching party can terminate the Agreement by providing the other party with a 30 business days’ notice.

7.3 Upon Termination

Upon termination of the Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Paymentus will cease all Services being provided hereunder unless otherwise directed agreed in writing.

8. Use by Other Localities. Intentionally omitted.

9 **Miscellaneous**

9.1 **Authorized Representative**

Each party will designate an individual to act as its representative, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the individuals.

9.2 **Notices**

All notices of any type hereunder shall be in writing and sent to the addresses indicated on the signature page, and except as otherwise provided in these Terms and Conditions will be given by certified mail or a national courier or by hand delivery.

Notices will be considered to have been given or received on the date the notice is physically received. Any party by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

9.3 **Interpretation**

It is the intent of the parties that no portion of the Agreement will be interpreted more harshly against either of the parties as the drafter.

9.4 **Governing Law**

The Agreement will be governed by the laws of the state of Florida, without giving effect to any principles of conflicts of law.

9.5 **Severability**

If a word, sentence or paragraph herein is declared illegal, unenforceable, or unconstitutional, that word, sentence or paragraph will be severed from the Agreement, and the Agreement will be read as if that word, sentence or paragraph did not exist.

9.6 **Attorney's Fees.** Should any litigation arise concerning the Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

9.7 **Confidentiality**

Client will not for any purpose inconsistent with the Agreement disclose to any third party or use any confidential or proprietary non-public information it has obtained during the procurement process or during the term of the Agreement about Paymentus' business, including the terms of the Agreement, operations, financial condition, technology, systems, know-how, products, services, suppliers, clients, marketing data, plans, and models, and personnel. Paymentus will not for

any purpose inconsistent with the Agreement or its privacy policy in effect from time to time disclose to any third party or use any confidential User information it receives in connection with its performance of the services.

9.8 **Intellectual Property**

In order that Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for this purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the Website) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the Platform and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

9.9 **Force Majeure**

Either party will be excused from performing a non-monetary obligation under this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond the party's reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walk-outs, extra-ordinary losses utilities (including telecommunications services), external computer "hacker" attacks, and/or delays of common carrier.

9.10 **Entire Agreement**

The Agreement represents the entire agreement between the parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings related to its subject matter and except as provided in the Agreement may be changed only by agreements in writing signed by the authorized representatives of the parties.

9.11 **Counterparts**

The Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The Agreement and any amendment or other document related to the

Agreement may be signed electronically. A photographic or facsimile copy of the signature evidencing a party's execution of the Agreement will be effective as an original signature.

9.12 Public Records. Paymentus agrees to comply with all of the applicable requirements of the Florida Public Records Act. Specifically, Paymentus shall:

1. Keep and maintain public records required by the City to perform the services provided for herein.
2. Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Paymentus does not transfer the records to the Client.
4. Upon completion of this Agreement, transfer, at no cost, to the Client all public records in possession of the

Paymentus or keep and maintain public records required by the Client to perform the service. If Paymentus transfers all public records to the Client upon completion of the Agreement, Paymentus shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Paymentus keeps and maintains public records upon completion of this Agreement, Paymentus shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

IF PAYMENTUS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PAYMENTUS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-480-4213, EMAIL ADDRESS WEB.CLERK@DEERFIELD-BEACH.COM OR MAILING ADDRESS 150 N.E. 2ND AVE. DEERFIELD BEACH, FL 33441

Paymentus

SCHEDULE A – PAYMENTUS FEE SCHEDULE **TO THE MASTER SERVICES AGREEMENT** **BETWEEN [CLIENT] AND PAYMENTUS**

The Services will initially consist of the Services indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Check to Select the Channel	Channels	Advanced Services	Payment Methods & Channels	Paymentus Fee	Check if User Paid Fee
☒	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants,	\$2.50 per transaction with Visa, MasterCard, Discover, AMEX debit/credit cards, PayPal, Venmo, PayPal Credit, AmazonPay; 2.95% per transaction for Non-Qualified Card Payments; \$0.75 per transaction with eCheck / ACH	☐
☒	Direct Payments (Web, IVR, Recurring, Agent Assisted)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH	\$2.50 per transaction with Visa, MasterCard, Discover, AMEX debit/credit cards, PayPal, Venmo, PayPal Credit, AmazonPay; 2.95% per transaction for Non-Qualified Card Payments; \$0.75 per transaction with eCheck / ACH	☐

Note: Average Bill Amount: \$183.00. Maximum Amount per Payment is \$15,000.00. Multiple payments may be made.

Chargebacks and Returned Checks will be billed at \$9.95 each.

EMV card devices will be invoiced at \$360 each.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-530

Agenda Date: 8/17/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to Grant Agreement H0329 with the State of Florida, Division of Emergency Management for the Hazard Mitigation Grant Program City Hall Wind Retrofit and Drainage Project to extend the project end date; providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City is a subrecipient of the Fiscal Year 2018 Hazard Mitigation Grant Program ("HMGP") award for Phase 1 of the City Hall Wind Retrofit and Drainage Project (the "Project") from the Florida Division of Emergency Management ("FDEM") in the amount of \$158,985.75 (the "Grant"). HMGP, administered by the Federal Emergency Management Agency ("FEMA"), helps communities implement hazard mitigation measures that reduce the risk of loss and property from future disasters.

The Project's scope of work includes hardening of the City Hall building, retrofitting the roof, and drainage improvements on and around the site. Phase I funding consists of fees for conducting the survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Phase II funding is contingent upon completion of Phase I and approval of deliverables by FDEM.

Current Activity

In June, the City requested an amendment to HMGP Grant Agreement H0329 (the "Agreement") for a project extension due to the timeframe in which the Agreement was executed and project delays caused by the coronavirus pandemic. The Grant federal award date is August 9, 2019; however, the Project began upon execution of the Agreement on January 3, 2020 and ends on August 31, 2020.

The drainage component of the Project is currently underway. In June, the City executed a contract with Stantec Consulting Services, Inc. to design the drainage improvements. The estimated completion date is November 2, 2020. Procurement for the wind retrofit component is still in process. City Commission approved the award of the RFQ in July, and City staff are currently working on the RFP documents.

Consequently, FDEM has granted the City's project extension request, amending the project end date from August 31, 2020 to February 28, 2021.

Recommendation

It is recommended that City Commission approve and authorize execution of the amendment to Grant Agreement H0329 with FDEM, extending the Project end date to February 28, 2020.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO GRANT AGREEMENT H0329 WITH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT FOR THE HAZARD MITIGATION GRANT PROGRAM CITY HALL WIND RETROFIT AND DRAINAGE PROJECT TO EXTEND THE PROJECT END DATE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is a subrecipient of the Fiscal Year 2018 Hazard Mitigation Grant Program ("HMGP") award for Phase 1 of the City Hall Wind Retrofit and Drainage Project (the "Project") from the Florida Division of Emergency Management ("FDEM") in the amount of \$158,985.75 (the "Grant"); and

WHEREAS, HMGP helps communities implement hazard mitigation measures that reduce the risk of loss and property from future disasters; and

WHEREAS, the Project's scope of work includes hardening of the City Hall building, retrofitting the roof, and drainage improvements on and around the site; and

WHEREAS, Phase I funding consists of fees for conducting the survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage; and

WHEREAS, on January 3, 2020, the City and FDEM entered into HMGP grant agreement H0329 for the Grant for Phase 1 of the Project (the "Agreement"), with the Agreement set to expire on August 31, 2020; and

WHEREAS, due to project delays caused by the Novel Coronavirus 2019 ("COVID-19") pandemic, the City requested an extension of the Agreement from August 31, 2020 to February 28, 2021; and

WHEREAS, FDEM approved the City's request for extension of the Agreement; and

WHEREAS, City staff recommends approving and authorizing execution of an Amendment with FDEM, attached as Exhibit "A," to extend the end date of the Agreement to February 28, 2021 (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 to the Agreement with FDEM, attached as Exhibit “A,” to extend the end date of the Agreement to February 28, 2021.

Section 3. The City Commission hereby authorizes the Mayor and City Manager to execute the Amendment with FDEM, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

Section 5. This Resolution shall 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

Contract Number: H0329
Project Number: 4337-240-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF DEERFIELD BEACH**

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Deerfield Beach ("Sub-Recipient") to modify Contract Number H0329, dated January 3, 2020 "the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to Sub-Recipient under the Hazard Mitigation Grant Program of \$158,985.75 in Federal funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Agreement shall expire on August 31, 2020; and

WHEREAS, the Division and the Sub-Recipient desire to extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Paragraph 8 of the Agreement is hereby amended to read as follows:

8) PERIOD OF AGREEMENT

This Agreement shall begin January 3, 2020 and shall end February 28, 2021; unless terminated earlier in accordance with the provisions of paragraph (17) of this Agreement

2. The Scope of Work, to the Agreement, are hereby modified as set forth in 1st Revision Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
5. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF DEERFIELD BEACH

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Jared Moskowitz, Director

Date: _____

Attachment A
1st Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to the City Hall building in Deerfield Beach, Broward County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-240-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, the City of Deerfield Beach, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide protection to and improve the drainage of the City Hall building located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441. Coordinates: (26.3198605, -80.0995962).

The scope is for Phase I only; which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall include wind retrofit for this facility consisting of removing and replacing existing low slope and pitched roofing areas. Existing windows and doors shall be replaced with storm impact resistant systems, and remedial structure hardening of specified openings shall be conducted to provide protection to the envelope of the facility. The Sub-Recipient also proposes drainage improvements to parking, sidewalks, and drainage on and around the site. Proposed drainage improvements shall include the removal of existing drainage facilities along the streets in front of the facility: NE 2nd Avenue and 3rd Avenue from NE 1st Street to NE Eller Street, NE 1st Street from NE 2nd Avenue to NE 3rd Avenue, and NE Eller Street. In addition, drainage improvements are proposed for the City Hall parking lot and a flood gate is proposed to the drainage outfall for this drainage area at the Hillsboro Canal. The proposed drainage system shall include installation of a network of catch basins, pipe, and exfiltration trench with an outfall for positive drainage to the Hillsboro Canal. Exfiltration trenches shall provide capacity improvements for localized flooding and improve water quality. Undersized existing drainage shall be removed and replaced with greater piping and exfiltration system.

The project shall provide protection against 181 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued. The drainage portion of the project shall provide protection against a 25-year flood event. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specification.

TASKS D ELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all scope of work changes, if any.

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.
 - b) Construction Plans and bid documents.
 - c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.
 - d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
 - e) Color maps including topographical, aerial, and ground disturbance.
 - f) Color photographs of the project area and areas of ground disturbance.
 - g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
 - h) Copy of the United States Army Corps of Engineers (USACE) permit or No Permit Required notification.
 - i) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.
 - j) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.
- 3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage of City Hall located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441.

The designed drainage part of the project shall provide protection against a 25-year storm event, and the wind retrofit part shall provide protection against 181 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
- 2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

- 1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
 - a) United States Army Corps of Engineers (USACE): Consultation with the USACE is required. A permit or No Permit Required shall be submitted.
 - b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
- 4) Historical Preservation compliance documents shall be obtained. Review documentation required:
 - a) Color maps including topographical and aerial with the project location clearly marked.
 - b) Color photographs of any area with ground disturbance (electronic).

- c) Indicate if project site is located within a designated historic district or historic neighborhood.
- 5) Tribal Consultation shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:
 - a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.
 - b) Previous and current use of proposed project area.
 - c) Any known site work or historic uses for the proposed location.
 - d) Any available studies that may have taken place on the property.
- 6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 7) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.
- 8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic Hydrologic study, damage calculations, road

closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.

- 9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4337-240-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on August 09, 2019; with a Pre-Award date of May 23, 2018; this Agreement was executed on January 03, 2020 and the Period of Performance for this project shall end on **February 28, 2021**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State/Local Contracting:	3	Months
Bidding / Local Procurement:	6	Months
Design Specifications:	7	Months
Permitting / Survey:	3	Months
Deliverables Submitted to FDEM:	2	Months
Total Period of Performance:	21	Months

BUDGET

Line Item Budget*

	Project Cost	Federal Share	Non-Federal Share
Fees:	\$129,470.00	\$97,102.50	\$32,367.50
Pre-Award:	\$82,511.00	\$61,883.25	\$20,627.75
Initial Agreement Amount:	\$211,981.00	\$158,985.75	\$52,995.25
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$211,981.00	\$158,985.75	\$52,995.25

Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

*This project has a Pre-Award, approved by FEMA in the amount of \$82,511.00 project costs with a start date of **May 23, 2018**.*

***** This project has an estimated \$0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00

Funding Summary

Federal Share:	\$158,985.75	75%)
Non-Federal Share:	\$52,995.25	25%)
Total Project Cost:	\$211,981.00	100.00%)



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-529

Agenda Date: 8/17/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of the Florida Urban and Community Forestry Grant Program Application to the Florida Department of Agriculture and Consumer Services; authorizing matching funds in the amount of \$15,000; 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

Fiscal Impact

Costs: \$15,000 matching funds (if awarded)

Background/History

The City would like to apply for the FY 20 Florida Urban and Community Forestry ("UCF") Grant Program (the "UCF Program"), which promotes better urban forest management and provides resources necessary for the retention and expansion of community tree canopy statewide. The UCF Program is competitive and provides funding of up to \$20,000 per project and applicant. A local match of 50% is required.

The UCF Program aligns with the City's initiative to grow and preserve its tree canopy, which has environmental, economic, and social value. In order to manage this resource, it must be responsibly measured. The City has been conducting a citywide tree inventory, utilizing the fire grid as a reference, to help plan, establish, protect, and manage street trees. In 2017, the City purchased a new tree inventory program, Tree Plotter, which has an annual renewal cost of \$3,500. To support the new program, City staff transferred the tree inventory data (15,000 trees) from the former program and successfully adds to it, along with a consultant. Throughout the years, City staff primarily conducted the tree inventories by preparing reports and updating inventory as public facilities, City parks, and streetscapes have been added or improved, especially in financially challenging years. In 2019, the City successfully executed a bid for \$10,000 to inventory 2,500 trees. To date, 40% of the City's tree canopy has been inventoried, equaling to over 20,000 trees citywide.

Current Activity

The City is seeking funding from the UCF Program to hire a consultant to perform a tree inventory

east of Federal Highway at Rights of Ways and swales (the "Project"). The proposed Project's scope of work involves documenting tree attributes (i.e. location, species, condition, size, maintenance needs etc.), GIS mapping, and data management. The estimated Project cost is \$30,000, of which the grant will cover \$15,000, which is 50% of the estimated cost (the "Grant"). Matching funds will be provided through the Beautification Trust Fund, staff time, and equipment.

Grant funding is essential to complete the Project since budget cuts are expected next fiscal year. The Grant will help the City leverage public funds to build on the existing partial tree inventory. The Grant application is due by August 21, 2020 and the timeline for completing the aforementioned section of the tree inventory is December 31, 2021.

The City anticipates completing the citywide tree inventory within five years as there are approximately 30,000 trees left to be inventoried. The plan is to inventory approximately 6,000 trees a year with grants and staff time. The information collected will help establish a tree canopy benchmark, develop a Forestry Management Plan to guide daily and long-term decision making, and support FEMA reimbursement protocols related to trees. The City's Landscape Architect, Arborist, and Landscape Technician, in concert with Parks and Recreation staff, will utilize the Tree Plotter Program data to plan and implement tree plantings, maintain existing trees, manage hazards associated with declining trees, and remove trees that have reached the end of their useful life span during and after each tree inventory.

Category	Amount
Consultant	\$15,000
Staff Time	\$6,500
Equipment	\$3,500
Beautification Trust Fund	\$5,000
	\$30,000

Recommendation

It is recommended that City Commission authorize submission of the Florida Urban and Community Forestry Grant Program application to the Florida Department of Agriculture and Consumer Services, and authorize expenditure of matching funds and 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 FLORIDA URBAN AND COMMUNITY FORESTRY GRANT PROGRAM APPLICATION TO THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES; AUTHORIZING MATCHING FUNDS IN THE AMOUNT OF \$15,000; AUTHORIZING EXECUTION OF A GRANT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Urban and Community Forestry (“UCF”) Grant Program (the “UCF Program”) promotes better urban forest management and provides resources necessary for the retention and expansion of community tree canopy statewide; and

WHEREAS, the UCF Program aligns with the City’s initiative to grow and preserve its tree canopy, which has environmental, economic, and social value; and

WHEREAS, the City has been conducting a citywide tree inventory, utilizing the fire grid as a reference, to help plan, establish, protect, and manage street trees; and

WHEREAS, to date, 40% of the City’s tree canopy has been inventoried, equaling over 20,000 trees citywide; and

WHEREAS, the City is seeking funding from the UCF Program to hire a consultant to perform a tree inventory east of Federal Highway at rights-of-way and swales (the “Project”); and

WHEREAS, the UCF Program is competitive and provides funding of up to \$20,000 per project and applicant and requires a local match of 50%; and

WHEREAS, the estimated project cost is \$30,000, of which the UCF Program grant will cover \$15,000, which is 50%, of the estimated project cost (the “Grant”); and

WHEREAS, if awarded the Grant, matching funds will be provided through the Beautification Trust Fund, staff time, and equipment; and

WHEREAS, the City has prepared an application for the Grant (the “Application”) to help the City leverage public funds to build on the existing partial tree inventory; and

WHEREAS, staff recommends the City Commission approve the submission of the Application to the Florida Department of Agriculture and Consumer Services (the “Department”) for the Grant, and, if the Grant is awarded, authorize execution of a Grant agreement and expenditure of matching funds.

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 Application to the Department for the Grant in the amount of \$15,000. The City Manager is authorized to sign and submit the Application.

Section 3. If the Grant is awarded, the City Commission hereby authorizes the appropriate City officials to execute a Grant agreement with the Department, 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. If the Grant is awarded, the City Commission hereby authorizes the expenditure of matching funds in the amount of \$15,000.

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

Section 6. 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



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-509

Agenda Date: 8/17/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Work Authorization with CH2M Hill Engineers, Inc. in the amount of \$75,046 for professional design services for the evaluation and rehabilitation of the West Wellfield Wells; authorizing execution of the Work Authorization; and providing an effective date. (Funds from Account #413-5000-536-60-31 - Improvements other than Buildings)

Recommended Action

Commission to Vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$75,046.00

Account Name: Improvements other than Buildings

Account Number: 413-5000-536-60-31

Background/History

Ground water wells require regular maintenance to ensure adequate water flow and maintain good water quality. It is essential that water wells operate reliably and efficiently throughout their operational life. However, over years of continued operation, water production and quality degrades. In order to restore water production and quality, ground water wells require rehabilitation. There are many well rehabilitation methods. In order to develop specific rehabilitation, a detailed hydrogeological study of each well is required.

Pursuant to Request for Qualifications #2016-17/51 (the "RFQ") and Section 287.055, Florida Statute (the "CCNA"), the City entered into Continuing Contracts with qualified firms for the provision of Architectural and Engineering Services. In accordance with the RFQ and the City's CCNA project process, on May 7, 2020, a request for a statement of work was issued to all qualified engineering firms that have a Continuing Services Contract with the City to provide professional services for the rehabilitation of the West Wellfield wells. The City received three responses from GAI Consultants, Black & Veatch Corporation and Ch2M Hill (Jacobs) on May 20, 2020. The responses were reviewed and evaluated and CH2M Hill was selected as the most qualified firm to provide the required engineering services.

Current Activity

The City staff has completed the negotiations and recommends to the Commission to authorize the City to enter into Work Authorization with CH2M, to perform the required hydrogeological study in order to rehabilitate the subject gourd water wells.

Recommendation

Environmental Services recommends approval of the Work Authorization with CH2M for the hydrogeological study of the of six (6) West Wellfield ground water wells in the amount of \$75,046.00.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE WORK AUTHORIZATION WITH CH2M HILL ENGINEERS, INC. IN THE AMOUNT OF \$75,046 FOR PROFESSIONAL DESIGN SERVICES FOR THE EVALUATION AND REHABILITATION OF THE WEST WELLFIELD WELLS; AUTHORIZING EXECUTION OF THE WORK AUTHORIZATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, ground water wells require regular maintenance to ensure adequate water flow and maintain good water quality; and

WHEREAS, in order to restore water production and quality due to years of continued operation, ground water wells require rehabilitation; and

WHEREAS, a detailed hydrogeological study of each well is required in order to develop a specific rehabilitation method; and

WHEREAS, pursuant to Request for Qualifications #2016-17/51 (the “RFQ”) and Section 287.055, Florida Statutes (the “CCNA”), the City entered into Continuing Contracts with qualified firms for the provision of Architectural and Engineering Services; and

WHEREAS, in accordance with the RFQ and the City’s CCNA project process, the City considered multiple firms from the RFQ continuing contract pool to provide professional services for the rehabilitation of the West Wellfield wells; and

WHEREAS, CH2M HILL Engineers, Inc. (“CH2M”) was selected as the most qualified firm to provide professional services for the rehabilitation of the West Wellfield wells, and submitted a proposal in an amount of \$75,046, to be billed on a time and materials basis; and

WHEREAS, the services will include evaluation of the current conditions of service for each well, determination of whether a well requires rehabilitation, design of a program for each well requiring rehabilitation and assigning a ranking for scheduling the rehabilitation, overseeing the rehabilitation program, conducting post rehabilitation testing, and preparing a technical memorandum documenting the activities conducted during the rehabilitation program (collectively, the “Services”); and

WHEREAS, City Staff recommends the City Commission approve and authorize execution of the Work Authorization with CH2M, attached as Exhibit “A,” in the amount of \$75,046 for the Services.

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

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

Section 2. The City Commission hereby approves the Work Authorization with CH2M, attached as Exhibit “A,” in the amount of \$75,046 for the Services.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with CH2M, attached as Exhibit “A,” for the Services in the amount of \$75,046, 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 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

**CITY OF DEERFIELD BEACH
WORK AUTHORIZATION**

Professional Services for Rehabilitation of the West Wellfield
Exhibit A-1

CH2M HILL Engineers, Inc. (CONSULTANT) is pleased to provide professional services as requested by the CITY of Deerfield Beach (CITY), in accordance with the terms and conditions of our continuing contract, "Agreement between the CITY of Deerfield Beach and CH2M HILL Engineers, Inc. for Consultant Services (CCNA) for Architectural and Engineering Services (Continuing Contract) pursuant to RFQ #2016-17/51, Executed with the CITY on 12/5/2017 (the "Contract").

1. PROJECT BACKGROUND

This scope of professional services is being provided to support the CITY's evaluation and rehabilitation of Wells 17, 18, 19, 21, 22, and 23, installed in the surficial Biscayne Aquifer, at the CITY's West Wellfield.

Professional services will entail the following activities:

- Evaluating the current conditions of service for each well
- Determining if a well requires rehabilitation (rehab)
- Designing a program for each well requiring rehab and assigning a ranking for scheduling rehab
- Overseeing the rehab program as conducted by a third-party water well contractor to be contracted by the CITY
- Conducting post-rehab testing including a video survey and a specific capacity test
- Preparing a technical memorandum documenting the activities conducted during the West Wellfield Rehab program

2. SCOPE OF SERVICES:

The CITY requested a scope of services to assist with the planning and oversight of rehabilitation of the West Wellfield. Based on discussions during the call, the CONSULTANT has organized the Scope of Services into the following tasks:

- Task 1: Kickoff Conference Call, Site Visit and Information Review
- Task 2: Condition of Service Evaluation and Rehabilitation Recommendations
- Task 3: Well Rehabilitation Oversight
- Task 4: Well Rehabilitation Technical Memorandum

As requested, the CONSULTANT developed the Scope of Services to build flexibility in schedule, prioritizing the importance of individual wells in the CITY'S system and budget. As the number of wells requiring rehabilitation is currently undefined, Tasks 1 and 2 will provide a framework and a basis for the CITY to plan the wellfield rehabilitation based on the itemized services offered in a third-party water well contractor's wellfield rehabilitation contract. Task 3 will provide professional field services during the rehabilitation program on a per well basis, giving the CITY the flexibility to increase the oversight task based on the number of wells included in the rehabilitation program. The final Task 4 includes a brief technical memorandum evaluating and documenting activities during the entire rehabilitation program at the West Wellfield.

It is understood the CITY plans on completing well rehab activities in the West Wellfield on a split schedule consisting of several higher priority wells selected for rehab during late 2020 and the remainder in 2022.

Task 1: Kickoff Conference Call, Site Visit, and Information Review

- CONSULTANT will hold a kickoff conference call or meeting with the CITY to establish a clear understanding of the project requirements.
- Determine availability of the CITY'S third-party water well contractor, and capacity to manage well rehab program in 2020.
- CONSULTANT personnel will perform a wellfield tour to evaluate the condition of the wells and equipment essential for conducting the testing planned for Task 2, including flowmeters, sample ports, pressure gauges, pressure- transducer or manual water level access, discharge piping, and the destination of test discharge.
- CONSULTANT personnel will acquire records compiled by CITY personnel describing the wells including boring logs, construction diagrams, maintenance records, and water quality analysis.
- CONSULTANT personnel will evaluate the CITY's records to establish well construction information and baseline hydraulic capacity and/or production rates.

Deliverables (all electronic):

- Kickoff conference call agenda and summary
- Well construction and baseline capacity table developed from City records

- Follow-up data request email, if needed

Task 2: Condition of Service Evaluation and Rehabilitation Recommendations

Task 2 will involve establishing the conditions of service for each well in the CITY'S West Wellfield. CONSULTANT will utilize the existing pump, wellhead valving and taps, pressure gauges and flowmeters and pressure transducers or access ports if available to complete the well evaluations.

- Step drawdown tests will determine the present specific capacity, specific loss, percentage capacity loss, well efficiency and other appropriate hydraulic coefficients associated with the pumping equipment or obstruction in the well's open interval.
- CONSULTANT will observe step drawdown tests at two wells per day, consisting of 4 to 5 steps at 60 minutes each step. The tests are anticipated to be completed in 6 days (approximately one well per day). This assumes that City staff will coordinate well pumping such that static water levels will be obtained after approximately 12 hours of no pumping.
- CONSULTANT personnel will measure sand twice at 30 min intervals, silt density index (SDI) twice for each pumping rate step, and field chemistry (temperature, pH, specific conductivity, salinity, chloride, TDS, dissolved oxygen, ORP, ferrous iron, alkalinity, and turbidity) at 15-minute intervals throughout each step test.
- CONSULTANT will collect two samples for laboratory analysis at each well. The first sample will be collected at pump start up to characterize water quality in the wellbore, while a second, collected near the end of the design rate step, will typify water chemistry from the Biscayne Aquifer.
- During Task 2 CONSULTANT will rely on the City for the following services:
 - Gaining access to the annular space of the well for measuring static and pumping levels,
 - Installing sample ports.
 - Providing sand production, quantification instruments involving, but not limited to Imhoff cones, silt density index (SDI) devices, and Rossum sand index measurements.
 - Installing temporary discharge piping to run step test effluent to waste, instead of running into a common manifold that compromises the hydraulic characteristics of the testing.
 - Providing a calibrated flowmeter and pumping equipment to test each well at a series of constant rates, including future planned pumping rates.
- Based on hydraulic and water quality test results, CONSULTANT will identify and rank the wells that require rehab.

CONSULTANT will recommend a well-specific, mechanical and chemical rehab plan for each well.

- Rehab plans will be based on those services itemized in a third-party water well contractor's agreement and may include airlifting, swabbing, chemical treatment, and alternative rehab measures that could best restore hydraulic performance like jetting, pneumatic pulsing, or carbon dioxide injection.
- It is assumed that a third-party water well contractor's scope of services will provide for all required rehab techniques, including chemical applications, along with other potential services, and will provide unit pricing for each.
- Based on conditions written in the contract, CONSULTANT will prepare recommendations for rehabbing and provide a cost estimate for rehabbing each well based on an itemized list of activities provided by a third-party water well contractor to be contracted by the CITY.

Deliverables (all electronic):

- Draft technical memorandum including:
 - Recommendations on rehabbing individual wells and ranking the sequence of rehabilitation,
 - Describing hydraulic and water quality results from step drawdown testing.
 - Annotated wellhead photos for each well
 - Estimated rehab cost for each well based on itemization in the third-party water well contractor's agreement.

Task 3: Well Rehabilitation Oversight

Under Task 4, CONSULTANT will provide professional services during construction/rehabilitation (SDC's) for the rehabilitation work being performed by a third-party water well contractor. The level of effort described under Task 3 involves performing SDC's during the rehabilitation of 3 wells.

SDC's include the following rehabilitation-related elements:

- Attend a pre-construction meeting (2 CONSULTANT representatives).
- Provide responses to requests for information to clarify technical elements of the contract.
- Provide technical review of contractor submittals required by the Contract Documents.
- Documentation of construction progress, field reports and photographing rehabilitation activities.

- Review Contractor invoices to determine conformance with the technical work performed.
- CONSULTANT staff will conduct field observation as needed to document progress and to determine conformance with the recommended rehabilitation plan and the contract documents. Five (5) days of work are anticipated for each well during the rehabilitation phase of work. A total of 40 hours of CONSULTANT oversight time is budgeted for each well. Certain activities may require continuous field oversight, and others may require only periodic spot checks to determine progress.

CONSULTANT oversight of well rehabilitation is expected to involve some level of field coverage during the following steps being performed by a third-party water well contractor:

- Pre-rehabilitation video survey of the well casing and open hole,
- Acidization or other chemical treatment
- Mechanical re-development, typified by airlift pumping, swabbing, and/or jetting,
- Over-pumping development,
- Post rehabilitation video logging,
- Post rehabilitation specific capacity testing,
- Pump re-installation

Deliverables (all electronic):

- Pre-con meeting agenda and summary
- Submittal reviews
- RFI responses
- Field daily reports

Task 4: Well Rehabilitation Technical Memorandum

CONSULTANT will prepare a memorandum summarizing the activities performed during Tasks 2 and 3.

- The CONSULTANT will augment the memorandum prepared under Task 2 to describe the rehabilitation program implemented at the West Wellfield. Beyond the initial evaluation, the rehab memorandum will discuss the results of the pre- and post-rehab video surveys, include a table with casing and updated total depths for each well, and restored specific capacity for wells undergoing rehab.
- The CONSULTANT will recommend operational and monitoring measures that focus on maintaining the West Wellfield at near peak hydraulic performance.

- One memorandum will cover the wells rehabilitated.

Deliverables (all electronic):

- CONSULTANT will submit one electronic copy of the draft memorandum for review by the CITY.
- Following review by the CITY, CONSULTANT will address comments and submit a final memorandum.

3. BASIS OF COMPENSATION:

For the Scope of Services, the CONSULTANT will be compensated on a time and materials basis, in accordance with the Contract. The estimated cost for the professional services described above is \$75,046 ("Cost Estimate"), as summarized below.

Additional services over and beyond those defined in the scope above will be subject to additional compensation to be mutually agreed upon by both CITY and CONSULTANT. The Cost Estimate may only be exceeded upon written authorization by CITY in accordance with the CITY's Procurement Code; otherwise, CONSULTANT will complete the Scope of Services for an amount not to exceed \$75,046. CONSULTANT exceeds the Cost Estimate at its own risk.

Task	Labor Category	Est. Hours	Rate	Fee
1.0	Kickoff Conference Call, Site Visit and Information Review			
	Engineer 2, Hydrogeologist	18	\$104.00	\$1,872.00
	Engineer 2	7	\$104.00	\$728.00
	Technician 2	8	\$75.00	\$600.00
	Engineer 6, Senior SME, Hydrogeologist	3	\$206.00	\$618.00
	Engineer 6, Senior SME, Hydro/PM	18	\$206.00	\$3,708.00
	Subtotal	54		\$7,526.00
	Condition of Service Evaluation and Rehabilitation			
2.0	Recommendations			
	Engineer 2, Hydrogeologist	66	\$104.00	\$6,864.00
	Engineer 2	64	\$104.00	\$6,656.00
	Technician 2	8	\$75.00	\$600.00
	Engineer 5, SME, Scientist	4	\$169.00	\$676.00
	Technician 4	6	\$105.00	\$630.00
	Engineer 6, Senior SME, Hydrogeologist	26	\$206.00	\$5,356.00
	Engineer 6, Senior SME, Hydro/PM	23	\$206.00	\$4,738.00
	Expense - Field Testing Equipment	1	\$1,000.00	\$1,000.00
	Subtotal	198		\$26,520.00
3.0	Well Rehabilitation Oversight			

Engineer 2, Hydrogeologist	36	\$104.00	\$3,744.00
Engineer 2	132	\$104.00	\$13,728.00
Technician 2	8	\$75.00	\$600.00
Engineer 6, Senior SME, Hydrogeologist	16	\$206.00	\$3,296.00
Engineer 6, Senior SME, Hydro/PM	24	\$206.00	\$4,944.00
Expenses - Field Testing Equipment	1	\$500.00	\$500.00
Subtotal	217		\$26,812.00

4.0 Well Rehabilitation Technical Memorandum

Engineer 2, Hydrogeologist	26	\$104.00	\$2,704.00
Engineer 2	33	\$104.00	\$3,432.00
Engineer 3, Technician 5, GIS Spec.	4	\$122.00	\$488.00
Technician 4	8	\$105.00	\$840.00
Technician 2	10	\$75.00	\$750.00
Engineer 6, Senior SME, Hydrogeologist	8	\$206.00	\$1,648.00
Engineer 6, Senior SME, Hydro/PM	21	\$206.00	\$4,326.00
Subtotal	110		\$14,188.00

TOTAL	579		\$75,046.00
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Note: Refer to Section 6.0 for complete approved Billing Rates Table

4. TIME OF PERFORMANCE:

The CONSULTANT will complete Tasks on the Scope of Services according to the following schedule of execution of this Work Authorization. This schedule may vary depending on availability of information and reviews by the CITY and conditions during performance.

Task	Activity/Deliverable	Schedule
1. Kickoff Conference Call, Site Visit and Information Review	Kickoff Conference Call	3 weeks from NTP pending City schedules
	Site Visit	4 weeks from NTP pending City schedules
	Baseline capacity table	3 weeks from receipt of data
2. Condition of Service Evaluation and Rehabilitation Recommendations	Step Drawdown Testing	2 weeks from site visit pending City schedules
	Analytical Laboratory Report	2 weeks following testing
	Draft Technical Memorandum	2 weeks following lab results
3. Well Rehabilitation Oversight	Field Daily Reports for each well rehabilitation	As scheduled by the CITY and a third-party water well contractor; assumes one 5-day work week per well
4. Well Rehabilitation Technical Memorandum	Technical Memorandum	5 weeks following final well rehabilitation

5. ASSUMPTION(S):

- The CITY will provide the CONSULTANT with available information on well construction, boring logs, maintenance records, etc. CONSULTANT will reasonably rely upon the accuracy and completeness of the information/data provided by the CITY.
- The CITY will contract directly with a water well contractor.
- CITY will contract separately with analytical laboratory(ies) to perform water quality analyses.
- CONSULTANT will provide instruments to measure field chemistry during the pre- and post-rehab specific capacity tests.
- Task 3 describes SDC's provided by CONSULTANT for rehabbing 3 wells in the CITY'S West Wellfield.
- To obtain the best viewing conditions practical, CITY personnel will flush each well for 48-hours prior to conducting pre- and post-rehab video surveys.

- Additional services outside the scope of this Work Authorization may be requested, including: evaluating the condition of pumping equipment, reviewing the third-party water well contractor's evaluation of the pump, pump assembly, and recommendations for repairs, and conducting a pump-performance test on a new or repaired pump.
- This scope of services assumes that the CITY will provide contract administration and construction management services. As an addendum to this Work Authorization, CONSULTANT could provide services for management of the third-party water well contractor.
- The CITY will provide areas to discharge specific capacity test effluent.
- The CITY will provide discharge locations for neutralizing chemical development effluent.
- The presence or duties of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, do not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to CITY and/or the Contractor or other entities, and do not relieve the Contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work in accordance with the Contract Documents and any health or safety precautions required by such work.

6. **BILLING RATES TABLE:**

CONSULTANT work will be billed per the approved list of hourly rates in the table below:

Classification	Hourly Rate
Engineer 7, Senior PM	\$253
Engineer 6, Senior SME, Scientist	\$206
Engineer 5, SME, Scientist	\$169
Engineer 2, Planner	\$104
Engineer 1, Planner	\$96
Engineer 3, Technician 5, GIS Spec.	\$122
Technician 4	\$105
Technician 3	\$89
Technician 2	\$75
Technician 1	\$54
Office	\$57



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-466

Agenda Date: 8/17/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Work Authorization with Total Municipal Solutions, Inc., in the amount of \$89,700 for professional design services for the docks at Pioneer Park Piers 1, 2, and 3; authorizing execution of a Work Authorization; and providing an effective date. (Funds from Account #001-1630-519-60-31 - Pioneer Park Dock, Rail and Piling Replacement)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$89,700

Account Name: Pioneer Park Dock, Rail and Piling Replacement

Account Number: 001-1630-519-60-31

Background/History

The structural condition of the entire dock and pier system at Pioneer Park has continued to deteriorate and will require replacement as sections fail. Evidence of this can be seen at the failure of Pier 1 that required complete shut down. To facilitate replacement of the dock and pier system prior to failure, a phased approach will allow best use of limited funds to stagger construction, by sections, over several years. Alternatively, the City will seek grant funding for construction which may allow for this work to occur over a shorter duration.

Current Activity

Pursuant to Request for Qualifications #2016-17/51 (the "RFQ") and Section 287.055, Florida Statute (the "CCNA"), the City entered into Continuing Contracts with qualified firms for the provision of Architectural and Engineering Services.

In accordance with the RFQ and the City's CCNA project process, the City considered multiple firms from the RFQ continuing contract pool for design of the Pioneer Boat Dock. Total Municipal Solutions, Inc. was selected as the firm to provide design services for this phase. The design will consist of structural design of Piers 1, 2, and 3 with specifications, surveying services for the five Pier/Dock areas, geotechnical investigation of soil and subsurface conditions around all five piers, and all permitting for the design of Piers 1, 2, and 3 (the "Design Phase"). Permitting will consist of a

Joint Participation Agreement with the Army Corps of Engineers, South Florida Water Management District, and Broward County due to the dock's location on the Hillsboro Canal.

Total Municipal Solutions Inc. submitted a proposal for the Design Phase with a lump sum cost of \$89,700, to be billed on a task percent complete basis.

Recommendation

Approve and authorize the City Manager to execute a Work Authorization, between the City and Total Municipal Solutions, Inc. for the Design Phase services associated with the Repairs to Pioneer Boat Dock at Piers 1, 2, and 3.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH TOTAL MUNICIPAL SOLUTIONS, INC., IN THE AMOUNT OF \$89,700 FOR PROFESSIONAL DESIGN SERVICES FOR THE DOCKS AT PIONEER PARK PIERS 1, 2, AND 3; AUTHORIZING EXECUTION OF A WORK AUTHORIZATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the structural condition of the entire dock and pier system at Pioneer Park has continued to deteriorate and will require replacement as sections fail; and

WHEREAS, pursuant to Request for Qualifications #2016-17/51 (the “RFQ”) and Section 287.055, Florida Statute (the “CCNA”), the City entered into Continuing Contracts with qualified firms for the provision of Architectural and Engineering Services; and

WHEREAS, in accordance with the RFQ and the City’s CCNA project process, the City considered multiple firms from the RFQ continuing contract pool for design of the Pioneer Boat Dock; and

WHEREAS, Total Municipal Solutions, Inc. (“TMS”) was selected as the most qualified firm to provide for the design services for the docks at Pioneer Park Piers 1, 2 and 3, and submitted a proposal with a lump sum cost of \$89,700 to be billed on a task percent complete basis (the “Proposal”); and

WHEREAS, the services will consist of the structural design of Piers 1, 2, and 3 with specifications, surveying services for the five Pier/Dock areas, geotechnical investigation of soil and subsurface conditions around all five piers, and all permitting for the design of Piers 1, 2, and 3 (collectively, the “Design Services”); and

WHEREAS, City Staff recommends the City Commission approve and authorize execution of a Work Authorization with TMS in the amount of \$89,700 for the Design Services.

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

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

Section 2. The City Commission hereby approves a Work Authorization with TMS for the Design Services in the amount of \$89,700.

Section 3. The City Manager is hereby authorized to execute a Work Authorization with TMS for the Design Services, in the amount of \$89,700, consistent with the terms of the Proposal and together with such terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to 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



Total Municipal SolutionsSM, Inc.

... more for less and we've done it

Providing full Public Works, Utilities and Engineering Services to Local Governments

Program Management
Operations Management
Operations Review
Employee Development
Public Works
Engineering
Utilities

Financial Services

City Engineering
In-house Design
Development Review
Code Review
Code Update

Infrastructure Assessment

Infrastructure Rehabilitation
Planning
Design
Project Management

Design/Permitting
Civil
Environmental
Structural
Inspections

Stormwater
Master Plans
NPDES Permit
TMDL Projects

Water Resources

Wastewater Operations

Solid Waste

Grant Management
Federal
State
Local
LAP Projects

Department of Transportation
CEI Services
Minor Roadway Design

Advisory Services

Third Party Review

CBE/SBE/DBE/MBE
FDOT Prequalified
Categories 3.1 and 10.1
Miami-Dade County Technical Certifications

Raj Verma, P.E.
Charles Billias
Ram Tewari P.E.
Minal Shah, CPA
Darby Blanchard
Rishi Verma, BBA

May 29, 2020

Steven Zielnicki, P.E.
Capital Projects Engineer
200 Goolsby Boulevard
Deerfield Beach, FL 33442

Re: Cost Proposal for Docks at Pioneer Park Free Standing Piers 1, 2 & 3
(Revised 5-29-20)

Dear Mr. Zielnicki:

As requested, Total Municipal Solutions (TMS) is pleased to submit the revised design proposal for the planned new free standing Piers 1, 2 and 3 as shown on the attached Google Map (Exhibit 2).

Scope of work includes the following services

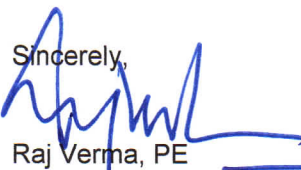
1. Structural design of Piers, 1,2 & 3 with specifications
2. Surveying services around the five (5) Piers/Dock Areas, 1, 2, 3, 4 and 5
3. Geotechnical investigation of soil and subsurface conditions around five (5) Piers/Dock Areas, 1, 2, 3, 4 and 5
4. All permitting for Piers 1, 2 & 3

Our lump sum fee would be **\$89,700** for the above services and as broken down in the attached sheet (Exhibit 1). This amount does not include any permitting fee that may be required by any regulatory agency. In this proposal, it is assumed that the seawall, to which Pier 2 is affixed, is structurally sound and can withstand the design loads. Otherwise, construction can take place only after the structural integrity of the seawall has been evaluated, which is not included in this proposal.

It is our understanding that the City wishes to demolish the existing Pier 1. Any permitting required for this purpose should be rolled into the contractor's scope of work or contract.

Please feel free to contact me at (954) 448-9056 if you have any questions or need clarifications.

Sincerely,


Raj Verma, PE
President

Cost Breakdown of Pier Design Proposal**Exhibit 1**

1. Structural design of Piers, 1,2 & 3 with specifications	<u>\$43,125</u>
2. Surveying services around the five (5) Piers/Dock Area	<u>\$18,975</u>
3. Geotechnical investigation of soil and subsurface conditions around five (5) Piers	<u>\$13,225</u>
4. Permitting from Broward County Environmental Engineering for Piers 1, 2 & 3	<u>\$14,375</u>
Total Proposal	\$89,700

Untitled Map

Write a description for your map.

Legend

Exhibit 2

 Boca Bend Marina





City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-517

Agenda Date: 8/17/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of an application to the Broward County Marine Advisory Committee for the Broward Boating Improvement Program Grant; authorizing matching funds in the amount of \$151,631; 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 City of Deerfield Beach would like to submit an application to the Broward County Marine Advisory Committee ("MAC") for the Broward Boating Improvement Program ("BBIP"), which funds the maintenance and operation of public boat ramps, launching facilities, boat piers, and docks. The BBIP is competitive and accepts projects in phases where Phase I will be for costs associated with design, engineering, and permitting and Phase II for construction costs. Matching funds of up to 50% will be required, dependent on the phase and project amount. The City intends to apply for FIND grants, as well, which may be used towards the local match requirement.

The City's Pioneer Park Boat Ramp has aging infrastructure and meets the BBIP criteria. The structural condition of the entire dock and pier system requires replacement to avoid section failure. The City has successfully sought funding through the BBIP program for the Pioneer Park Boat Ramp in past. In the mid-1970s, the BBIP provided funding to construct the piers, and in 2012, the parking lot.

Current Activity

The City is seeking funding in the amount of \$151,631 from the BBIP (the "Grant") for Phase II construction costs to replace the aging infrastructure at the Pioneer Park Boat Ramp dock, piers 1, 2, and 3. The estimated cost for construction is \$303,262 and the program requires 50% matching funds in the amount of \$151,631. The scope of work will include demolition of the existing piers and reconstruction of the planned, free standing piers in accordance with the design documents (the "Project"). Procurement for the Phase I design is currently underway. The City intends to complete the design in FY21, positioning the Project for construction in FY 22 when the Grant funds would be available.

Grant funding is essential to complete the Project. It will alleviate the City's budget constraints and shorten the time span for full replacement of the entire dock and pier system. City staff met with the BBIP MAC liaison who confirmed the Project is eligible for funding and likely a good candidate. No improvement to piers 1, 2, and 3 have been made with BBIP funds in the past 25 years, which makes the Project eligible for the Grant.

The BBIP application for the FY 2021/2022 cycle is due by September 14, 2020.

Recommendation

It is recommended that the City Commission authorize submission of the Grant application to BBIP for the proposed replacement of the Pioneer Park Boat Ramp dock piers 1, 2 and 3, and authorize matching funds and execution of a Grant agreement, if awarded.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SUBMISSION OF AN APPLICATION TO THE BROWARD COUNTY MARINE ADVISORY COMMITTEE FOR THE BROWARD BOATING IMPROVEMENT PROGRAM GRANT; AUTHORIZING MATCHING FUNDS IN THE AMOUNT OF \$151,631; AUTHORIZING EXECUTION OF A GRANT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Broward County Marine Advisory Committee ("MAC"), through the Broward Boating Improvement Program ("BBIP"), funds the maintenance and operation of public boat ramps, launching facilities, boat piers, and docks; and

WHEREAS, the BBIP is competitive and accepts projects in phases where Phase I will be for costs associated with design, engineering, and permitting and Phase II for construction costs; and

WHEREAS, the City's Pioneer Park Boat Ramp has aging infrastructure and meets the BBIP criteria; and

WHEREAS, the structural condition of the entire dock and pier system requires replacement to avoid section failure; and

WHEREAS, the City is seeking funding in the amount of \$151,631 from the BBIP (the "Grant") for Phase II construction costs to replace the aging infrastructure at the Pioneer Park Boat Ramp dock, piers 1, 2, and 3 (the "Project"); and

WHEREAS, the estimated cost for construction is \$303,262 and the program requires 50% matching funds in the amount of \$151,631; and

WHEREAS, staff recommends the City Commission approve the submission of an application to MAC for the Grant, (the "Application") authorize execution of a Grant agreement, and, if awarded the Grant, authorize expenditure of matching funds.

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 Application to the MAC for the Grant in the amount of \$151,631 for the Project. The City Manager is authorized to sign and submit the Application.

Section 3. If the Grant is awarded, the City Commission hereby authorizes the appropriate City officials to execute a Grant agreement with the MAC, 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. If the Grant is awarded, the City Commission hereby authorizes the expenditure of matching funds in the amount of \$151,631.

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

Section 6. 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



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-528

Agenda Date: 8/17/2020

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the amended rules and regulations for Deerfield Beach Memorial Cemetery and Pineview Cemetery; providing for conflicts, 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 2015, the City Commission adopted revised Rules and Regulations for the Deerfield Beach Memorial Cemetery and Pineview Cemetery. These Rules and Regulations were established for the mutual protection of all purchases of lots and plots to govern the ownership and the use and control of all of said lots or plots.

Current Activity

Since the adoption of these Rules and Regulations in 2015, staff within the Department have determined the need for additional definitions and the establishment of additional rules and regulations to further clarify these Rules and Regulations for staff, as well as the purchasers.

Below is a summary of the key changes set forth in the Amended Rules and Regulations:

- Addition of the definition of "Dependent" (1.05)
- Addition of the definition of "Family Member" (1.07)
- Addition of the definition of "Minor" (1.14)
- Clarification on the definition of a "Resident" to include additional details on the necessary forms of "proof" of residency. (1.20)
- Addition of the "Interment Instructions" to establish rules and regulations to be followed by the funeral homes that include submission deadlines. (3.03)
- Addition of "Violations" which establishes the ability to enforce "fines" as determined in the fee schedule for failure to provide timely notice/interment instructions as set forth in the rules and regulations. (3.15)
- Update of Section IV to further define, establish and clarify the service charges/fees. Current fees are still in effect.

Recommendation

Staff recommends that approval of the updated Rules and Regulations.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-528

Agenda Date: 8/17/2020

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the amended rules and regulations for Deerfield Beach Memorial Cemetery and Pineview Cemetery; providing for conflicts, 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

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- Update of Section IV to further define, establish and clarify the service charges/fees. Current fees are still in effect.

Recommendation

Staff recommends that approval of the updated Rules and Regulations.

RESOLUTION NO. 2020/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, ADOPTING THE AMENDED RULES
AND REGULATIONS FOR DEERFIELD BEACH MEMORIAL
CEMETERY AND PINEVIEW CEMETERY; PROVIDING FOR
CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE**

WHEREAS, Chapter 22 of the City Code provides for the City Commission to adopt rules and regulations for the cemeteries in the City by Resolution; and

WHEREAS, the Rules and Regulations for Deerfield Beach Memorial Cemetery and Pineview Cemetery (the “Cemetery Rules and Regulations”) were last amended in 2015; and

WHEREAS, City staff recommends adopting the amended Cemetery Rules and Regulations, attached as Exhibit “A”, to make certain operational changes and conform the rules to existing practices.

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 adopts the amended Cemetery Rules and Regulations, attached as Exhibit “A.”

Section 3. The appropriate City officials are authorized to take all actions necessary to carry out the aims of this Resolution and to implement the amended Cemetery Rules and Regulations.

Section 4. All resolutions, or parts of resolutions, in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. 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 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

ADOPTED _____, 2020

RULES AND REGULATIONS
DEERFIELD BEACH MEMORIAL CEMETERY
AND
PINEVIEW CEMETERY

These Rules and Regulations were adopted by the City Commission of the City of Deerfield Beach.

INTRODUCTION

For the mutual protection of all purchasers of lots and plots in Deerfield Beach Memorial Cemetery and Pineview Cemetery, the following rules and regulations shall govern the ownership, use and control of all of said lots or plots, as well as any amendments which may hereafter be adopted by the City Commission of Deerfield Beach, and the reference to these rules and regulations in the Certificate of Ownership, or in the recorded plat shall have the same force and effect as if these rules and amendments were set out therein in full. The title to all lands shown on the official plats of Deerfield Beach Memorial Cemetery and Pineview Cemetery, recorded in the Public Records of Broward County, Florida is vested in the City of Deerfield Beach, a municipal corporation of Florida.

SECTION I
DEFINITIONS

1.01 CEMETERY. The term "Cemetery" is hereby defined to include a burial garden for earth interments and for cinerary interments, or a combination of one, or more than one, thereof.

1.02 CERTIFICATE OF OWNERSHIP. The term "Certificate of Ownership" shall apply to the original conveyance given by the City to the original purchaser.

1.03 CITY. The term "City" shall mean the City of Deerfield Beach.

1.04 CREMATION PLOT. The term "Cremation Plot" shall apply to a space of sufficient size to accommodate the remains of one cremated body, approximately 3 1/3' x 2 1/2'.

1.05 DIRECTOR. The term "Director" shall mean the Director of the City Parks and Recreation Department or his/her designee.

1.06 FAMILY MEMBER. The term "Family Member" shall mean the grandparents, parents/legal guardian, siblings, spouse/domestic partner, children, or grandchildren of an Owner.

1.07 INFANT. The term "Infant" shall apply to any child who has not reached his or her first birthday.

1.08 INTERMENT. The term "Interment" shall mean the permanent disposition of the remains of a deceased person by cremation and inurnment, entombment or burial.

1.09 LOT. The term "Lot" shall apply to all numbered divisions as shown on the Record Plat, which consists of four or more plots.

1.10 LOT MARKER. The term "Lot marker" means a concrete or other suitable material used by the City of Deerfield Beach to locate corners of the lot or plot.

1.11 MARKER. The term "Marker" means a memorial flush with the ground.

1.12 MEMORIAL. The term "Memorial" shall include a monument, marker, tablet, headstone, or tomb for family or individual use, tombstone, coping, lot, enclosure, surface burial vault, urn and crypt and niche plates.

1.13 MONUMENT. The term "Monument" shall include a tombstone or memorial of granite, or other material, which shall extend above the surface of the ground.

1.14 OWNER. The term "Owner" shall apply to any person or persons identified in the records of the cemetery authority as the owner or owners of the burial rights to a burial plot, or who holds a certificate of ownership conveyed from the cemetery authority of the burial rights in a particular lot, plot, or space.

1.15 OWNER'S LETTER OF AUTHORIZATION OF RESERVATION. The term "Owner's Letter of Authorization of Reservation" shall apply to the document executed by the owner in the presence of the Director, designating and specifying the person or persons entitled to burial in the lot or plot for which a Certificate of Ownership is held.

1.16 PLOT. The term "Plot" shall apply to a space of sufficient size to accommodate one adult interment, approximately 3 1/3' x 10'.

1.17 PLOT, INFANT BURIAL. The term "Plot, Infant Burial" shall apply to a space of sufficient size to accommodate one infant interment, approximately 3 1/3' x 5'.

1.18 RESIDENT. The term "Resident" means a person having his or her place of residence within the City at the time of purchase or death, which shall be established upon proof of any two of the following:

- (1) A declaration of domicile;
- (2) Valid Florida driver's license or a valid Florida state-issued identification card;

- (3) Broward County Voters Registration Certificate, which shows on its face that the individual resides within the corporate limits of the City of Deerfield Beach;
- (4) Homestead Exemption;
- (5) A copy of a current and validly executed lease agreement; or
- (6) A copy of the most recent water, electric, gas, or other utility bill.

A person residing in a nursing home or assisted living facility outside the jurisdictional boundaries of the City at the time of death shall be considered a Resident if the person can establish they had Resident status immediately preceding their move to the nursing home or assisted living facility.

A person residing in a nursing home or assisted living facility in the City at the time of death may establish Resident status by providing the City with a recent copy of an invoice or bill from the nursing home or assisted living facility that identifies such person as a resident of the nursing home or assisted living facility.

If the parent or legal guardian of a minor can establish Resident status, the minor shall be considered a Resident. The parent or legal guardian must also provide proof of guardianship.

Prior to the City honoring the Resident rate, the City may, in its sole discretion, require an individual claiming Resident status to present additional written documents to the appropriate City personnel to document Resident status as set forth in this Section, and to execute a sworn affidavit in which the individual declares that the representations made to the City regarding residency are true.

SECTION II

GENERAL SUPERVISION

2.01 ADMISSION TO CEMETERY The City reserves the right to require all persons driving motor vehicles into the Cemetery to bring their motor vehicles to a full stop at the entrance. The City reserves the right to refuse admission to the Cemetery grounds and to refuse the use of any of the cemetery facilities to any person who does not obey these Rules.

2.02 FUNERAL SUPERVISION. All funeral processions, on entering the Cemetery, shall be under the control and supervision of the Director. However, this rule shall not alter the responsibility of the funeral director in being present and conducting the burial services as provided by the laws of the State of Florida and the rules and regulations governing the Cemetery.

2.03 CASKET NOT TO BE DISTURBED. Once a casket containing a body is within the confines of the Cemetery, no funeral director, or his/her embalmer, assistant, employee or agent, shall be permitted to open the casket, or to touch the body without the consent of the legal representatives of the deceased, or without a court order.

2.04 CITY SHALL NOT DISCRIMINATE. The City shall not refuse to sell or issue a contract or provide services to any person because of the person's race, color, creed, marital status, sex, or national origin.

SECTION III INTERMENTS AND DISINTERMENTS GENERALLY

3.01 SUBJECT TO LAW. In addition to these rules and regulations, all interments, disinterments, and removals are subject to the orders and laws of the properly constituted authorities of the City, County, and State.

3.02 TIME AND CHARGES. All interments, disinterments, and removals must be made at the time and in the manner, and upon the charges, as fixed by the City.

3.03 INTERMENT INSTRUCTIONS/NOTICE. At least 2 business days prior to any cremation or interment, the funeral home shall provide the interment instructions, in the form provided by the City, and written notification to the Director of such cremation or interment. The Director may make exceptions to the 2 day notice requirement, provided such exceptions shall be subject to additional charges. The Director shall be notified at least 2 business days prior to any disinterment or removal.

3.04 APPLICATION FOR INTERMENT. The City shall, in the absence of the Owner's Letter of Authorization of Reservation, refuse cremation or interment in any plot, and refuse to open the burial space for any purpose, except upon written application by the Owner of record. A written order may be accepted by the Director, when said written order is from a licensed funeral director and the licensed funeral director accepts the responsibility-to meet all charges incurred by the City, including the responsibility for the purchase price of the lot and the charges for opening and closing grave, as well as any and all other charges.

3.05 CONCRETE BOXES. Every earth interment shall be made enclosed in a concrete vault or liner provided by the funeral director, approved by the Director and must be installed by the funeral director under the supervision of the Director. This includes adult, infant, and cremation interments. If the cremains are placed in a sealed cremation urn made of marble or granite, it can be placed directly into the earth/plot without a vault or liner.

3.06 LOCATION OF INTERMENT SPACE. The interment instructions shall contain instructions regarding the location of an interment space. When instructions regarding the

location of an interment space in a lot cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened where specified, the Director may, in his/her discretion, open it in such a location of the lot as he deems best and proper, so as not to delay the funeral, and City shall not be liable for any error made.

3.07 ORDERS GIVEN VERBALLY. The City shall not be held responsible for any order given verbally, or for any mistake occurring from want of precise and proper instructions as to the particular space, size, and location in a lot where interment is desired.

3.08 ERRORS MAY BE CORRECTED. The City shall have the right to correct any error that may be made by it, either in making interments, disinterments, or removals, or errors in the description, transfer, or conveyance and substituting and conveying in lieu thereof other interment property of equal value and similar location as far as possible, or as may be selected by the Director, or in the sole discretion of the City, by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment of the remains of any person in a different location, the Director shall have the right to remove and/or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. The Director shall also have the right to correct any errors made by placing an improper inscription, including an incorrect name or date, either on the memorial or on the container for cremated remains.

3.09 DELAYS IN INTERMENT CAUSED BY PROTEST. The City shall in no way be liable for any delay in the interment of the remains where a protest against the interment has been made, or where the rules and regulations have not been complied with. Under such circumstances, the City shall have the right to place the remains in the receiving vault until full rights have been determined. The Director shall be under no obligation to recognize any protests of interments unless they are in writing and filed with the City.

3.10 NOT RESPONSIBLE FOR EMBALMING OR IDENTITY. The Director shall not be liable for the interment permit nor the identity of the person sought to be interred or cremated; nor shall the Director be liable in any way for the embalming of the body.

3.11 NO INTERMENT PERMITTED UNLESS PROPERTY PAID FOR. No interment shall be permitted on, or memorial placed in or on, any lot or plot in the cemetery where the purchase price therefore has not been paid in full 2 business days prior to time scheduled for the interment.

3.12 INTERMENT OF MORE THAN ONE BODY. No more than one body, or the remains of more than one body, shall be interred in one grave, unless such grave has been purchased with the written agreement that more than one body, or the remains of more than one body, may be interred, and provided proper identification is made of such interment or interments on one regulation memorial. However, no written agreement is required in the case

of the interment of a parent and new born baby together in one grave. When a full size adult plot is used for cremated remains, a maximum of 2 urns may be placed in the plot.

3.13 EQUIPMENT. Only tents, artificial grass, lowering devices, and other equipment owned by the City shall be used in making interments, disinterments, and removals, unless permission is given by the City for the funeral director to use his/her own equipment.

3.14 PLOT RESERVATIONS. In the event that a Family Member of the deceased desires to purchase a plot next to the deceased, the Family Member must provide the Director with written notice to reserve such plot. The Family Member will have 90 days from the date of the deceased's death to "hold" and pay for the reserved plot. After 90 days the "hold" will be removed.

3.15 VIOLATIONS. Failure to provide timely notice or the interment instructions in accordance with Section 3.03 of these Rules and Regulations is a violation of these Rules and Regulations, and may result in a delay in interment and a fine or additional fee, as set forth in the City's Fee Schedule. If a funeral home has three or more violations within a 12 month period, the City Manager may suspend business with the funeral home.

SECTION IV SERVICE CHARGES/FEEES

4.01 FEES. The fees for interment are set forth the City's Fee Schedule, which is approved by resolution of the City Commission.

4.02 PAYMENT FOR SERVICE CHARGES. The charges for the services in connection with an interment must be paid at the time of the issuance of the order for interment and/or removal, which shall be at least two business days prior to the interment or removal.

4.03 OVERTIME CHARGE. The following shall be subject to an overtime charge as set forth in the City's Fee Schedule. Any services requested:

- (a) before or after the normal business hours of 9:00am to 2:00pm Monday through Friday;
- (b) with less than 2 business days' notice; or
- (c) performed on weekends or legal holidays.

4.04 GRATUITIES MAY NOT BE ACCEPTED BY EMPLOYEES. No person, while employed by the City, shall receive any fee, gratuity, or commission, except from the City, either directly or indirectly.

SECTION V
DISINTERMENTS AND REMOVALS

5.01 REMOVAL FOR PROFIT PROHIBITED. Removal by the heirs of a body or cremated remains so that the lot or plot may be sold for profit to themselves, or removal contrary to the expressed or implied wish of the original Owner, is repugnant to the ordinary sense of decency and is absolutely forbidden.

5.02 MAY OBTAIN LARGER PLOT. A body or cremated remains may be removed from its original plot to a larger or better plot in the Cemetery, provided there has been an exchange or purchase for that purpose.

5.03 CARE IN REMOVAL. The City shall exercise utmost care in making a removal, but it shall assume no liability for any damage to the casket, burial case, or urn incurred in making the removal.

SECTION VI
BURIAL RIGHTS OF PLOT OWNERS.

6.01 RIGHT OF INTERMENT. At the time of purchase of lot or plot, or at any time thereafter during the Owner's lifetime, and in accordance with these rules and regulations, the Owner, of any such lot or plot may present his or her or their Certificate of Ownership, therein specifically designating the person entitled to be buried in any or all of the plots in said lot, or vesting the right of designation for plots in a named person. No other person may be buried in any plot designated by the owner or owners in the Owner Letter of Authorization of Reservation or amended Letter of Authorization of Reservation executed by the Owner.

- (a) The Owner of any lot or plot may, in the Letter of Authorization of Reservation, limit the persons entitled to be buried in said lot to those persons designated in the Letter of Authorization of Reservation.
- (b) In the event the Owner fails to designate burial rights as to each plot in said lot, or fail to limit burials in said plot to those designated in the Letter of Authorization of Reservation, then, as to the plots not designated, the right of burial shall be as provided in Section 6.02 hereof.
- (c) Upon application by any person for interment of remains in a given plot, the burden of proof as to the identity of the person to be interred rests upon the

applicant, Funeral Director or their designee. The identity of the person to be interred shall be provided as interment instructions. No liability shall rest upon or be charged to the City in case of a false statement in said application.

6.02 RIGHT OF INTERMENT IN ABSENCE OF OWNER'S LETTER OF AUTHORIZATION OF RESERVATION. In the absence of an Owner Letter of Authorization of Reservation, the right of interment shall be in the following order:

- (a) One plot shall be forever reserved for the Owner and for the Owner's surviving spouse, if any.
- (b) The remaining plots in said lot shall be held in trust by the City, for burial of the following persons in the order of their death and a request for burial, to wit:
 - (1) The children of the Owner, and their respective spouses.
 - (2) Lineal descendants of the Owner, and their respective spouses.
 - (3) Parents of the Owner.

6.03 VESTED RIGHTS OF LOT OWNERS. The burial rights in all lots and plots shall be presumed to be the sole and separate property of the person or persons named as grantee in the Certificate of Ownership, in accordance with these rules and regulations; provided, however, that the spouse shall have a vested right of interment of his or her body in any burial plot conveyed to the other, which shall continue as long as he or she shall remain the spouse of the Owner or shall be the Owner's spouse at the time of such plot Owner's demise. No conveyance or transfer shall divest the spouse of an owner of his or her vested right of interment without the joinder therein executed by the spouse.

6.04 INALIENABILITY OF CEMETERY PLOTS. All lots, the use of which has been conveyed in a Certificate of Ownership, are indivisible. Whenever an interment of the remains of the Owner or a Family Member of the Owner is made in a lot, the lot thereby becomes inalienable and shall be held as the family plot of the Owner or Family Member, as applicable, except as otherwise provided by Owner's Letter of Authorization of Reservation.

SECTION VII

TRANSFERS OR ASSIGNMENTS

7.01 CONSENT OF CITY OF DEERFIELD BEACH. No transfer or assignment of any lot or plot, or interest therein, shall be valid without the consent of the City and such transfer or assignment must be executed upon forms provided by the City. The original Certificate of Ownership must be presented at the time application for transfer is made.

7.02 TRANSFER CHARGES. All transfers of ownership in lots and plots shall be subject to a charge set forth in the City's Fee Schedule, which charge shall be paid to the City when the transfer is recorded.

SECTION VIII CONTROL OF WORK

8.01 WORK TO BE DONE BY CITY OF DEERFIELD BEACH. All grading, landscape work, and improvements of any kind; all care of plots, all planting, trimming, cutting and removal of trees, shrubs and herbage; and all interments, disinterments, and removals shall be made by the City. Subject to the provisions of Section 4.02, all openings and closings of plots shall be by the City.

8.02 DIRECTOR MUST DIRECT AND MAY REMOVE IMPROVEMENTS. All improvements or alterations of lots and plots in the cemetery shall be under the direction of, and subject to, the written consent, satisfaction, and approval of the Director. Should any improvements or alterations be made without the Director's written consent, the Director shall have the right to remove or alter such improvements or alterations at the expense of the Owner or, in any event, at any time, in the Director's judgment they become unsightly.

SECTION IX DECORATION OF PLOTS

9.01 FLORAL REGULATIONS. Only flower receptacles that are made of rust-proof metal and are of approved size and design may be placed on any plot. In the case of burial in a lot or plot, any permitted flower receptacles shall be set wholly beneath the level of the lawn. The Director shall have the authority to remove all floral designs, flowers, weeds, trees, shrubs, plants, or herbage of any kind from the Cemetery as soon as, in the judgment of the Director, they become unsightly, dangerous, detrimental, or diseased, or when they do not conform to the standard maintained. The City shall not be liable for floral pieces, baskets, or frames in which, or to which, such floral pieces are attached, beyond the acceptance of such floral pieces for funeral services held in the Cemetery. The City shall not be responsible for frozen plants, or herbage of any kind, or for plantings damaged by the elements, thieves, vandals, or by causes beyond the City's control. The City reserves the right to regulate the method of decorating plots so that a uniform beauty may be maintained. The City reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs, plants or herbage of any kind, unless the Director gives his/her consent.

9.02 CERTAIN ITEMS AND ORNAMENTS PROHIBITED. The placing of boxes, shells, toys, metal designs, ornaments, chairs, settees, glass vases, glass, wood or iron cases, and similar articles upon the plots are not permitted. Garden mulch, ornamental rocks, stones and

bricks; solar lights and PVC pipes shall not be permitted on the grounds, and if so placed, the City reserves the right to remove same.

9.03 URNS, ETC. SUBJECT TO APPROVAL. All fittings, adornments, urns, and inscriptions shall be, and are hereby declared to be, subject to the approval and control of, and acceptance or rejection by the Director in accordance with these Rules.

SECTION X ROADWAYS AND REPLATTING

10.01 RIGHT TO REPLAT, REGRADE AND USE PROPERTY. The City reserves the right to enlarge, reduce, replat, or change the boundaries or grading of the Cemetery, sections of the Cemetery, or roads, drives or walks thereof,. The right to lay, maintain, and operate, or alter pipe lines or gutters for sprinkling systems, drainage, lakes etc., is also expressly reserved by the City. The right has the right to use Cemetery property not sold to individual lot owners for Cemetery purposes, including the interring and preparing for interment of bodies, or for anything necessary, incidental or convenient thereto. The City reserves to itself, and to those lawfully entitled thereto, a perpetual right to ingress and egress over plots for the purpose of passage to and from other plots.

SECTION XI CONDUCT OF PERSONS WITHIN THE CEMETERY

11.01 MUST USE WALKS. Persons within the Cemetery grounds shall use only the avenues, walks, alleys and roads, except that a person may walk on the grass if that is the only way to reach the plot the person is visiting, The City shall in no way be liable for any injuries sustained by any person injured while walking on the grass, or while on any portion of the Cemetery including the avenues; walks, alleys or roads.

11.02 TRESPASSERS ON CEMETERY PLOTS. Only the Owner and relatives shall be permitted on the cemetery plot. Any other person thereon shall be considered a trespasser, and the City shall owe no duty, to said trespasser, to keep the property or memorial thereon in a reasonable, safe condition.

11.03 CHILDREN. Children under 15 years of age shall not be permitted within the Cemetery, or its buildings, unless accompanied by a parent, guardian or responsible adult over the age of 18 years old.

11.04 FLOWERS ETC. All persons are prohibited from gathering flowers, whether wild or cultivated, or breaking trees, shrubbery or plants, or feeding or disturbing the birds, fish or other animal life within the cemetery grounds.

11.05 REFRESHMENTS. No person shall be permitted to bring food or refreshments within the cemetery grounds or buildings.

11.06 LOUNGING ON GROUNDS. No one shall not be permitted to sit or to lounge on any of the grounds, graves or monuments in the Cemetery or in any of the buildings unless such person is visiting a gravesite.

11.07 LOUD TALKING. No loud talking shall be permitted on the cemetery grounds within hearing distance of funeral services.

11.08 RUBBISH. The throwing of rubbish on the drives and paths, or on any part of the grounds, or in the buildings is prohibited. Receptacles for waste materials are located at convenient places.

11.09 AUTOMOBILES. Automobiles shall not be driven through the grounds at a greater speed than five miles per hour, and must always be kept on the right hand side of the Cemetery roadway. Automobiles are not allowed to park or to come to a full stop in front of an open grave, unless such automobiles are being used by persons in attendance at a funeral.

11.10 BICYCLES AND MOTORCYCLES. No bicycles or motorcycles shall be admitted to the Cemetery, except such as may be ridden by persons in attendance at funerals or on business and must use roadway or pathways only.

11.11 PEDDLING OR SOLICITING. Peddling of flowers or plants or soliciting of any commodity, other than by the City, is prohibited within the confines of the Cemetery.

11.12 NOTICES AND ADVERTISEMENTS. No signs, notices, or advertisements of any kind shall be allowed in the Cemetery, unless such signs, notices, or advertisements pertain to a funeral and are placed by the Director.

11.13 ANIMALS. No one shall be allowed to bring animals onto the cemetery grounds or in any of the buildings, other than service animals as defined by Section 413.08 F.S.

11.14 TIME GROUNDS AND OFFICE OPEN. The cemetery grounds shall be open from sunrise to sunset. The cemetery offices shall be open at the times and days designated by the Director.

11.15 IMPROPRIETIES. It is of the utmost importance that there should be strict decorum observed at all times within the cemetery grounds, whether embraced in these Rules or not, and no improprieties shall be allowed.

11.16 DIRECTOR TO ENFORCE RULES. The Director is hereby empowered to enforce all rules and regulations, and to exclude from the Cemetery any person violating same. The Director shall have charge of the grounds and buildings, including the conduct of funerals,

traffic, employees, Owners, and visitors, and at all times, shall have supervision and control of all persons in the Cemetery.

SECTION XII RESPONSIBILITY OF CITY

12.01 WHEN CITY OF DEERFIELD BEACH NOT RESPONSIBLE. The City disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially from damage caused by the elements, an act of God, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

SECTION XIII CHANGE IN ADDRESS OF OWNERS

13.01 OWNERS MUST NOTIFY CITY. It shall be the duty of the Owner to notify the City of any change in his/her mailing address. Notice sent to an Owner at his/her at the last address on file in the office of the Cemetery shall be considered sufficient and proper legal notification.

SECTION XIV PERPETUAL CARE

14.01 INVESTMENT OF PERPETUAL CARE FUNDS. The money for perpetual care shall be received, held, and expended in accordance with Chapter 22 of the City Code.

SECTION XV RULES FOR MEMORIAL WORK

15.01 GENERAL. Above ground monuments, stones or enclosures shall not be permitted except as provided in subsection 15.06 below. Only bronze or concrete tablets or memorials shall be allowed and such tablets or memorials must be set level with the ground at the head or foot of each grave, except in the case of a family memorial, which shall be set in the center of the plot.

15.02 BRONZE OR CONCRETE MATERIALS. To preserve uniformity, style, grade and workmanship of bronze or concrete materials, all such materials shall be of the manufacture of such bronze or concrete material as is approved by the City, and of such standard design and material prescribed by the City.

- (a) Notwithstanding any other provision or rule of Section XV, marble and granite tablets or memorials shall be allowed pursuant to said section; provided said

tablets or memorials shall meet the same requirements and specifications as bronze and concrete, pursuant to Section XV.

15.03 NO METAL OTHER THAN BRONZE. No metal other than standard bronze, as prescribed by the Director, will be permitted in any memorial structure.

15.04 STANDARD SPECIFICATIONS. The following standard specifications shall apply to all bronze or concrete grave memorials placed in the Cemetery and all such memorials are subject to the approval of the Director prior to placement to ensure that such memorials comply with these Rules.

(a) Sizes and Dimensions.

(1) Outside dimensions include flange.

a. Family Memorial:

Width - not less than 42 and not more than 60 inches

Length -.not less than 13 and not more than 24 inches

b. Individual Memorials:

Width – not less than 24 and not more than 26 inches

Length – not less than 12 and not more than 18 inches

c. Infant Memorials:

Width – not less than 12 and not more than 20 inches

Length – not less than 6 and not more than 10 inches

d. Cremation Memorials:

Width – not less than 18 and not more than 24 inches

Length – not less than 10 and not more than 12 inches

e. Approved bronze memorial vases may be substituted for any individual or baby memorial.

(f) Required depth for all flat memorials - not less than 4 and not more than 6 inches.

(2) Sloping Flange.

a. Width – 2 inches on both large and small memorials

b. Height of flange edges – not less than 3/8 inches

c. Thickness of metal – not less than 3/16 inches

(3) Attachment Bolts.

a. 6 bronze attachment bolts on back face of each memorial

b. Diameter – not less than 5/16 inches

c. Exposed length – not less than 3 inches

d. Must be deformed for concrete setting

e. Bolts may be cast integrally or attached by screw, threading not less than 3/8 inches, in case lugs on back face of casting.

(b) Materials.

(1) Standard of quality: Proportions of materials shall be as follows:

- a. Not less than 87 per cent copper, 5 per cent tin and 5 per cent zinc and not more than 3 per cent lead.
 - b. Proof satisfactory to City of Deerfield Beach as to conformance to said standards shall be furnished by lot owner.
 - c. No other alloys of metals or combinations of materials shall be used.
- (c) Designs.
 - (1) Standard designs are on display in the cemetery.
 - (2) Designs other than standard designs are subject to approval by Director before placement.
- (d) Craftsmanship.
 - (1) General Requirements:
 - a. Memorials shall be free from sand holes, pits and/or other imperfections which mar the appearance of and/or impair the usefulness and stability of the finished memorials.
 - b. All ornaments shall be clean and sharp, and all edges true and accurate to the standard dimensions defined herein.
 - (2) Lettering:
 - a. Shall be carefully spaced and accurately set in line, both vertically and horizontally.
 - b. Names, dates, inscriptions and emblems shall be arranged so as to result in an artistic and neat appearing plate.
 - c. Style of lettering should preferably be round-faced classic, V-shaped classic or flat faced classic. Other styles of lettering are subject to approval.
- (e) Finish.
 - (1) General Requirements.
 - a. Castings shall be free from scale, sand, pinholes and pits.
 - b. All ornamentation, face of letters and background shall be hand-chased, hand-tooled and burnished appropriately for a memorial tablet.
 - c. Matching of approved color and texture, as per sample memorial, shall be done by an approved oxidizing process.
 - d. No colored lacquer or lacquer carrying pigment shall be used.

15.05 ABOVE GROUND BURIAL VAULTS PROHIBITED. Notwithstanding anything in these rules and regulations to the contrary, no above-ground burial vaults will be allowed.

15.06 ABOVE GROUND MONUMENTS OR HEADSTONES - DEERFIELD BEACH MEMORIAL CEMETERY. Persons who purchased cemetery plots in the Pioneer Section of the

Deerfield Beach Memorial Cemetery prior to January 24, 2012 may erect above ground monuments or headstones. Persons who purchased or will purchase cemetery plots in the Pioneer Section of the Deerfield Beach Memorial Cemetery after January 24, 2012 may erect above ground monuments or headstones in the Pioneer Section only with the prior approval of the Director.

15.07 STANDARD SPECIFICATIONS FOR ABOVE GROUND MONUMENTS
OR HEADSTONES:

- (a) Individual (Single) Headstone:
Width of base – not more than 33 inches
Overall height of base and die – not more than 26 inches
- (b) Family (Double) Headstone:
Width of base – not more than 73 inches
Overall height of base and die – not more than 38 inches
- (c) Family (Triple) Headstone:
Width of base – not more than 110 inches
Overall height of base and die – not more than 50 inches

SECTION XVI
CERTIFICATE AND RULES AND REGULATIONS

16.01 CERTIFICATE OF OWNERSHIP. The Certificate of Ownership, these Rules and Regulations, and any amendments thereto, shall be the sole agreement between the City and the Owner.

SECTION XVII
CONSUMER COMPLAINTS

17.01 When the City receives a consumer complaint regarding cemetery grounds and services, it will make every effort to resolve the complaint. If there is a consumer complaint regarding a funeral director, the City shall advise the consumer that he/she has the right to seek investigation and mediation by the State of Florida, Department of Financial Services.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-436

Agenda Date: 8/17/2020

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the renewal agreement with Calvin Giordano & Associates, Inc. for professional building department services for a five year renewal term; authorizing execution of the renewal agreement; 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

On June 2, 2015, the City Commission approved Resolution 2015/125 to award a contract to Calvin Giordano & Associates, Inc. ("CGA") to provide services related to the Building Department (the "Services") for a 5 year term commencing on June 3, 2015 (the "Agreement"), with the option to renew the Agreement for one additional five year term. Due to the COVID-19 emergency, the initial term of the Agreement was extended on June 3, 2020 to September 30, 2020 to allow additional time for contract renewal negotiations and to further align this contract with the fiscal year.

Current compensation under the Agreement calls for an annual sum of 85% of projected revenue to be paid to CGA in twelve monthly installments. If the City exceeds the estimated projected revenue, CGA receives 85% of the difference between the estimated projected revenue and the actual revenue. This is commonly referred to as the "True Up" and is paid after the end of the fiscal year. The City retains the remaining 15% of building revenue, which goes to the Building Fund. The Building Fund pays for City related costs related to the Building department, such as imputed rent, administrative tasks, fire personnel, microfilming and software. These expenses total an approximate \$750,000 to \$1,000,000 on an annual basis.

Current Activity

Amendments to Contract

City staff has negotiated with CGA for changes to the revenue share. The proposed revenue share changes the current revenue split of 15/85 to a hybrid in which the City would retain 25% of all revenue for the first \$3,000,000 and CGA would receive 75%. After the Building Department has collected revenue in excess of \$3,000,000, the revenue split would then change to 10% of all revenue retained by the City and 90% of all revenue to be received by CGA. Staff believes that this change will ensure that City costs are compensated for on an annual basis and would likely result in a more favorable revenue share to the City. Additionally, the proposed change would eliminate the

need for a True Up as the City would no longer send the contractor 12 equal sums based on a projected revenue but would now send the contractor 75% of revenue for the first \$3,000,000 and 90% of revenue thereafter.

Recommendation

Staff recommends approval of a renewal agreement with CGA for the Services for a 5 year renewal term.

RESOLUTION NO. 2020/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING THE RENEWAL
AGREEMENT WITH CALVIN GIORDANO & ASSOCIATES, INC. FOR
PROFESSIONAL BUILDING DEPARTMENT SERVICES FOR A FIVE
YEAR RENEWAL TERM; AUTHORIZING EXECUTION OF THE
RENEWAL AGREEMENT; PROVIDING FOR IMPLEMENTATION AND
AN EFFECTIVE DATE**

WHEREAS, the City issued Request for Proposal #2014-15/26 (the “RFP”) to obtain proposals from firms that could provide building department services within the administrative structure of the City and serve as the Building Department for the City (the “Services”); and

WHEREAS, after evaluation, the City determined that Calvin Giordano & Associates, Inc. (“CGA”) was the most responsive and responsible proposer and that CGA had the necessary resources, experience, and ability to perform the Services; and

WHEREAS, on June 2, 2015, the City Commission approved Resolution 2015/125, awarding a contract to CGA for the Services for a five-year term, with an optional five-year renewal term (the “Agreement”); and

WHEREAS, due to the COVID-19 emergency, the initial term of the Agreement was extended on June 3, 2020 to September 30, 2020 to allow additional time for contract renewal negotiations and to align the Agreement with the City’s fiscal year; and

WHEREAS, the current revenue share under the Agreement is a 15/85 split, in which the City retains 15% of the revenue and CGA receives 85%; and

WHEREAS, City Staff has negotiated a modified revenue share in which the City would retain 25% of all the revenue for the first \$3,000,000 collected and CGA would receive 75%; and for revenue collected in excess of \$3,000,000, the City would retain 10% and CGA would receive 90% (collectively, the “Amended Revenue Split”); and

WHEREAS, City Staff believes that the Amended Revenue Split will ensure that City costs are compensated for on an annual basis, will likely result in a greater revenue share to the City, and will eliminate the need for an annual true up; and

WHEREAS, City Staff recommends the City Commission approve and authorize execution of the renewal agreement with CGA with the Amended Revenue Split, attached as Exhibit “A,” for the Services for a five-year term (the “Renewal 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 Renewal Agreement with CGA, attached as Exhibit “A,” for the Services.

Section 3. The City Commission hereby authorizes the City Manager to execute the Renewal Agreement with CGA, attached as Exhibit “A,” for the Services, together with such terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to 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

CONTRACT

THIS CONTRACT is entered into on this ____ day of ____ 2020 by and between the CITY OF DEERFIELD BEACH (the "CITY"), a municipal corporation and Calvin Giordano & Associates, Inc., a Florida corporation (the "CONTRACTOR"), as follows

WITNESSETH:

WHEREAS, the City issued Request for Proposal #2014-15/26 (the "RFP") to obtain proposals from firms that could provide building department services within the administrative structure of the City and serve as the Building Department for the City (the "Services"); and

WHEREAS, after evaluation, the City determined that CONTRACTOR was the most responsive and responsible proposer and that CONTRACTOR had the necessary resources, experience, and ability to perform the Services; and

WHEREAS, on June 2, 2015, the City Commission approved Resolution 2015/125, awarding a contract to CONTRACTOR for the Services for a five-year term, with an optional five-year renewal term (the "Agreement"); and

WHEREAS, the RFP allows for the extension of the Agreement for a period of no more than 180 days; and

WHEREAS, due to the COVID-19 emergency, the initial term of the Agreement was extended on June 3, 2020 to September 30, 2020 to allow additional time for contract renewal negotiations; and

WHEREAS, the Parties wish to renew the Agreement for a five-year term; and

WHEREAS, on August 17, 2020, the City Commission approved Resolution 2020/__, approving a renewal agreement with CONTRACTOR for a five-year term.

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. 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.
- 1.6 CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR shall be subject to the supervision of CONTRACTOR. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between CITY and CONTRACTOR. CONTRACTOR shall not attain, nor be entitled to, any rights or benefits of CITY, nor any rights generally afforded CITY employees. CONTRACTOR further understands that Florida Worker's Compensation benefits available to employees of CITY are not available to CONTRACTOR or to any employee or agent of CONTRACTOR. CONTRACTOR shall be responsible for complying with Florida's Worker's Compensation laws. All employees and subcontractors of CONTRACTOR shall be considered to be, at all times, the sole employees or contractors of the CONTRACTOR, and not an employee, contractor or agent of CITY. CONTRACTOR is responsible for the payment of all required payroll taxes, whether federal, state, or local in nature, including, but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses, or payments required by law.
- 1.7 In its capacity as an independent contractor, CONTRACTOR agrees that all of CONTRACTOR's employees performing Services under this Contract shall abide by applicable City personnel policies and employee advisories regarding workplace conduct and safety while performing Services for the CITY.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The contract term shall be for a term of five (5) years commencing on October 1, 2020 and ending on September 30, 2025.
- 2.2 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 CITY agrees to compensate CONTRACTOR for its services in the manner and amounts specified below in Section 3.2 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 The funding for this Contract shall be derived from the CITY's revenue realized from the issuance of building permits by the CITY. CITY agrees to pay CONTRACTOR for the Services provided to CITY seventy-five percent (75%) of the first \$3,000,000 of collected revenue in each fiscal year. After at least \$3,000,000 in revenue is collected in a fiscal year, the City shall pay CONTRACTOR ninety percent (90%) of all collected revenue in excess of \$3,000,000 in such fiscal year.

At all times herein, the CITY shall have the right, but not the obligation, to adjust the fees charged for building permits. CONTRACTOR may review and provide the CITY with comment on the proposed fee adjustment, but at all times the right to adjust the fees shall be solely that of the CITY and CONTRACTOR shall not have any right of approval.

- 3.3 CITY shall pay CONTRACTOR's share of the revenue in arrears thirty (30) days following the end of the preceding month. CONTRACTOR may submit invoices for compensation no more often than on a monthly basis. An original invoice plus one copy are due within fifteen (15) days of the end of the month. Notwithstanding any provision of this Contract 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 that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONTRACTOR. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to the Contract Administrator, payment may be made. The amount withheld shall not be subject to payment of interest by CITY.
- 3.4 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.
- 3.5 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

- 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 7.1, 7.2, and 7.3 of Article 7.
- 4.6 If 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.
- 4.7 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 authorized by CITY, 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 (the "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

INDEMNIFICATION AND INSURANCE

6.1 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONTRACTOR, and other persons employed or utilized by CONTRACTOR in the performance of this Contract. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the City Manager, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY. 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.

6.2 INSURANCE

To ensure the indemnification obligation contained herein, CONTRACTOR shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance and Employer's Liability Insurance. Each insurance policy shall clearly identify the foregoing indemnification as insured.

Such policy or policies shall be without any deductible amount unless otherwise noted in this Article and shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONTRACTOR shall pay all deductible amounts, if any. CONTRACTOR shall specifically protect CITY and the Commission by naming CITY and the City Commission as additional insured under the Comprehensive General or Commercial Liability Insurance policy hereinafter described as well as on any Excess Liability Policy coverage.

Commercial Liability Insurance

A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Premises and/or 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, with minimum limits of coverage equal to those required for bodily Injury liability and property damage liability.

Business Automobile Liability

Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, 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 include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

Professional Liability Insurance

Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis to be no less than one million Dollars (\$1,000,000) per occurrence with a combined single limit of two million dollars (\$2,000,000) per occurrence 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.

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.

CONTRACTOR shall provide to CITY certificate of insurance prior to execution of the Contract. CONTRACTOR shall provide to CITY a Certificate of Insurance or a copy of all insurance policies required by this Article. CITY reserves the right to require a certified copy of such policies upon request. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is completed. All certificates and endorsements required herein shall state that CITY shall be given thirty (30) days' notice prior to expiration or cancellation and/or restriction of the policy. 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. CONTRACTOR's failure to provide to CITY the Certificates of Insurance within thirty (30) calendar days shall be the basis for the termination of the Contract.

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.

CITY is to be expressly included as an Additional Insured with respect to general liability and excess liability coverages arising out of operations performed for CITY by or on behalf of CONTRACTOR or acts or omissions of CONTRACTOR in connection with general supervision of

such operation. If CONTRACTOR uses a subcontractor, then CONTRACTOR shall ensure that subcontractor names CITY as an additional insured.

Notice of Cancellation and/or Restriction--The policy(ies) must be endorsed to provide CITY with at least thirty (30) days' notice of cancellation and/or restriction.

ARTICLE 7

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 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.

7.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and any subcontractors authorized by CITY 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 any CITY authorized 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 any CITY authorized subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and any CITY authorized 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.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or any CITY authorized 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.

CONTRACTOR shall, by written contract, require its subcontractors, if any, to agree to the requirements and obligations of Section 7.2 and 7.3.

7.3 PUBLIC RECORDS

CONTRACTOR shall comply with Chapter 119, Florida Statutes, (the "Florida's Public Records Law"). Specifically, the CONTRACTOR shall:

- A. Keep and maintain public records required by the CITY to perform the service.
- B. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. For the duration of the Contract term and following completion of the Contract if CONTRACTOR does not transfer the records to CITY, 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. Upon completion of the Contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY 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 CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE 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) 480-4213, WEB.CLERK@DEERFIELD-BEACH.COM, AND 150 NE 2nd AVE. DEERFIELD BEACH, FL 33441.

7.4 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 Contract at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the 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 Contract.
- B. If this Contract is for more than one million dollars, the 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 Contract at its sole option if the 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. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.
- 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.

7.5 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the CONTRACTORS or disputes between City staff and CONTRACTOR are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with 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 CITY concerning misconduct on the part of the CONTRACTOR, such as, for purposes of example only and not by way of limitation, 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

With a copy to:

Anthony Soroka, City Attorney
1200 N. Federal Highway, Suite 312
Deerfield Beach, FL 33432

FOR CONTRACTOR:

Chris Giordano, Vice President
Calvin Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Ft. Lauderdale, FL 33316

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 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 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 Signatory 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 ASSIGNMENT AND PERFORMANCE

Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR without the written consent of the CITY and CONTRACTOR shall not subcontract any portion of the work required by this Contract except as expressly authorized in writing by CITY. CITY shall have the right to terminate this Contract, effective immediately, if there is an assignment, or attempted assignment, transfer, subcontract, or encumbrance, of this Contract or any right or interest herein by CONTRACTOR without CITY's written consent or authorization.

CONTRACTOR represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR'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.

7.18 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of the RFP, CONTRACTOR's Response to the RFP, any exhibit attached hereto, any document or

events referred to herein, or any document incorporated into this Contract by reference and a term, statement, requirement, or provision of this Contract, the term, statement, requirement, or provision contained in this Contract shall prevail and be given priority effect, and then the RFP, and the CONTRACTOR's Response. .

7.19 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Contract 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 Contract, 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 Contract 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 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.**

7.20 PAYMENT OF INTEREST.

CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONTRACTOR waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Contract. In any instance where the prohibition or limitations of this Section are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Contract, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

7.21 SOFTWARE WARRANTY

CONTRACTOR warrants and represents that there has been no known violation of copyright, patent, or other intellectual property rights either in the United States of America or in foreign countries in connection with the Services under the Contract. CONTRACTOR further represents and warrants to CITY that CONTRACTOR or any CITY authorized subcontractors own all patents, copyrights and other intellectual property, or has acquired valid licenses for same, associated with the provision of services being purchased by the CITY. CONTRACTOR agrees to indemnify, defend by counsel acceptable to the City Attorney, and save harmless the CITY from and against any and all claims, demands, actions, causes of action, liabilities and proceedings arising out of infringements of patent, copyright and other intellectual property used in or otherwise associated with the services being purchased by the CITY hereunder.

[REMAINDER OF 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, CITY CLERK

APPROVED AS TO FORM:

ANTHONY SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

(Name of Corporation)

(Secretary) By _____
(Signature)

(Corporate Seal) _____
(Type Name/Title Signed Above)

____ day of _____, 20____.

CITY REQUIRES THREE (3) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION



June 2, 2020

SENT VIA E-MAIL

Dennis Giordano
Calvin, Giordano & Associates, Inc.
1800 Eller Drive
Suite 600
Fort Lauderdale, FL 33316

RE: Building Plan Review and Inspection Services
RFP #2014-15/26

Dear Mr. Giordano,

Please be advised that the referenced contract will expire on June 2, 2020 at midnight. The City of Deerfield Beach would like to extend the current contract to September 30, 2020.

Kindly return this letter with an electronic signature immediately to iguzman@deerfield-beach.com.

If you have any questions concerning this letter, please contact me at (954) 480-4486.

Sincerely,

Ivelsa Guzman
Purchasing Manager

I hereby acknowledge the City's right for the extension of the contract to September 30, 2020.

Print

Sign

Date

10

RESOLUTION NO. 2015/125

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF A CONTRACT TO CALVIN GIORDANO & ASSOCIATES, INC. FOR PROFESSIONAL BUILDING DEPARTMENT SERVICES; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has determined that it is in its best interest to out-source the operation of the building department; and

WHEREAS, RFP #2014-15/26 (the RFP) was issued to obtain proposals from firms who could provide building department services within the administrative structure of the City and serve as the building department for the City; and

WHEREAS, pursuant to RFP, the CITY accepted competitive proposals for Building Department Services (the Services); and

WHEREAS, the Services are delineated in the RFP; and

WHEREAS, after evaluation the CITY has determined that the most responsive and responsible proposal was submitted by Calvin Giordano & Associates, Inc. and that Calvin Giordano & Associates, Inc. has the necessary resources, experience and ability to perform the contract at a competitive price.

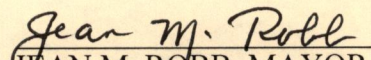
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. Each and every Whereas clause set forth above is a true and correct recital and representation and is incorporated herein as if set forth fully.

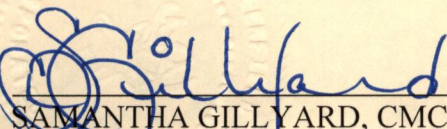
Section 2. The City Commission hereby approves the contract between the City and Calvin Giordano & Associates, Inc. (Calvin) in substantially the form attached hereto and made a part hereof as Exhibit "A" and hereby authorizes the City Manager to execute all documents in connection therewith on behalf of the City. Calvin shall function as the building department for the City of Deerfield Beach and provide the services as required of the Building Department (specifically plans review and inspections) and the administrative organization of the City including coverage of the position Building Official and as otherwise required in the Florida Building Code. The 2016-2017 budget ordinance shall reflect this outsourcing of services.

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

PASSED AND ADOPTED THIS 2ND DAY OF JUNE, 2015.


JEAN M. ROBB, MAYOR

ATTEST:


SAMANTHA GILLYARD, CMC, CITY CLERK

CONTRACT

THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and Calvin Giordano & Associates, Inc., a Florida corporation (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, pursuant to RFP #2014-15/26 (the RFP) the CITY accepted competitive proposals for Building Department Services (the Services); and

WHEREAS, the Services are delineated in the RFP; and

WHEREAS, this Contract, the RFP and the CONTRACTOR's Response constitute the entire Contract and describe the Services to be provided; and

WHEREAS, after evaluation 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 has awarded the contract to CONTRACTOR for the Services on June 2, 2015, Resolution No 2015 / 125

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 set forth on Attachment "A" Additional Terms and Conditions attached hereto and made a part hereof. 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 contract term shall be for a term of five (5) years commencing on June 3, 2015 ("Effective Date"), and CONTRACTOR shall implement full services under this Contract no later than July 6, 2015. This Contract may be extended by the parties for one (1) additional five (5) year term. Should CONTRACTOR elect to not extend this Contract, it must give the CITY written notice of such election no less than two hundred and seventy (270) days prior to the expiration of the term.
- 2.2 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 CITY agrees to compensate CONTRACTOR for its services in the manner specified in Exhibit A, the amounts set forth in Exhibit A 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

TERMINATION OR SUSPENSION

- 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 authorized by CITY, 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

MISCELLANEOUS

6.1 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.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and any subcontractors authorized by CITY 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 CONTRACTOR and any CITY authorized 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 any CITY authorized subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and any CITY authorized 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. If the Florida Public Records Act is applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and any subcontractors authorized by CITY 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 any CITY authorized 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.

CONTRACTOR shall, by written contract, require its subcontractors, if any, to agree to the requirements and obligations of this Section 6.2.

6.3 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.

6.4 INDEPENDENT CONTRACTOR AND THIRD PARTY BENEFICIARIES
CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR shall be subject to the supervision of CONTRACTOR. In providing the services, CONTRACTOR or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of CITY. 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.

6.5 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:

City Manager

City Hall, 150 NE 2nd Avenue

Deerfield Beach, FL 33441

With a copy to:

Andrew S. Maurodis, City Attorney
710 E. Hillsboro Blvd., Suite 200
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Dennis J. Giordano, President

Calvin Giordano & Associates, Inc.

1800 Eller Drive, Suite 600

Ft. Lauderdale, FL 33316

6.6 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.

6.7 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.

6.8 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 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 Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 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.

6.10 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.

6.11 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.

6.12 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.

6.13 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.

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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

6.15 ASSIGNMENT AND PERFORMANCE

Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR without the written consent of the CITY and CONTRACTOR shall not subcontract any portion of the work required by this Contract except as expressly authorized in writing by CITY. CITY shall have the right to terminate this Contract, effective immediately, if there is an assignment, or attempted assignment, transfer, subcontract, or encumbrance, of this Contract or any right or interest herein by CONTRACTOR without CITY's written consent or authorization.

CONTRACTOR represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR'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.

6.16 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of the RFP, CONTRACTOR's Response to the RFP, any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Contract by reference and a term, statement, requirement, or provision of this Contract, the term, statement, requirement, or provision contained in this Contract shall prevail and be given priority effect, and then the RFP, and the CONTRACTOR's Response. .

6.17 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Contract 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 Contract, 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 Contract 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 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.**

6.18 SEVERANCE

In the event this Contract or 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. The election to terminate this Contract based

upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.19 PAYMENT OF INTEREST.

CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONTRACTOR waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Contract. In any instance where the prohibition or limitations of this Section are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Contract, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

6.20 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.

6.21 SOFTWARE WARRANTY

CONTRACTOR warrants and represents that there has been no known violation of copyright, patent, or other intellectual property rights either in the United States of America or in foreign countries in connection with the work of the Contract. CONTRACTOR further represents and warrants to CITY that CONTRACTOR or any CITY authorized subcontractors own all patents, copyrights and other intellectual property, or has acquired valid licenses for same, associated with the provision of services being purchased by the CITY. CONTRACTOR agrees to indemnify, defend by counsel acceptable to the City Attorney, and save harmless the CITY from and against any and all claims, demands, actions, causes of action, liabilities and proceedings arising out of infringements of patent, copyright and other intellectual property used in or otherwise associated with the services being purchased by the CITY hereunder.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:



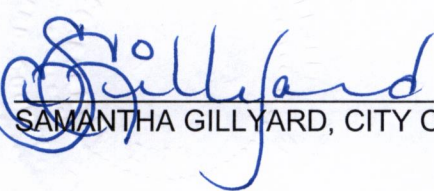


CITY OF DEERFIELD BEACH

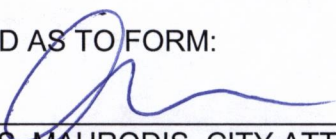
By: 
BURGESS HANSON, CITY MANAGER

Date: 02/4/15

ATTEST:


SAMANTHA GILLYARD, CITY CLERK

APPROVED AS TO FORM:


ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

Dawn Hopkins
(Secretary)

DAWN HOPKINS
(Corporate Seal)

CALVIN GIOEDANO & ASSOC. INC.
(Name of Corporation)

By [Signature]
(Signature)

DENNIS GIOEDANO
(Type Name/Title Signed Above)

2 day of JUNE, 2015

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By _____
(Signature)

(Type Name Signed Above)

____ day of _____, 20____.

CITY REQUIRES THREE (3) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

ATTACHMENT "A"
ADDITIONAL TERMS AND CONDITIONS

INSURANCE and INDEMNITY

To ensure the indemnification obligation contained herein, CONTRACTOR shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance and Employer's Liability Insurance. Each insurance policy shall clearly identify the foregoing indemnification as insured.

Such policy or policies shall be without any deductible amount unless otherwise noted in this Article and shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONTRACTOR shall pay all deductible amounts, if any. CONTRACTOR shall specifically protect CITY and the Commission by naming CITY and the City Commission as additional insured under the Comprehensive General or Commercial Liability Insurance policy hereinafter described as well as on any Excess Liability Policy coverage.

Commercial Liability Insurance

A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Premises and/or 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, with minimum limits of coverage equal to those required for bodily Injury liability and property damage liability.

Business Automobile Liability

Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, 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 include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

Professional Liability Insurance

Professional Liability Insurance with the limits of liability provided by such policy for each

claim and on a claim made basis to be no less than one million Dollars (\$1,000,000) per occurrence with a combined single limit of two million dollars (\$2,000,000) per occurrence 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.

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.

CONTRACTOR shall provide to CITY certificate of insurance within fifteen (15) days after notification of award of the contract. CONTRACTOR shall provide to CITY a Certificate of Insurance or a copy of all insurance policies required by this Article. CITY reserves the right to require a certified copy of such policies upon request. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is completed. All certificates and endorsements required herein shall state that CITY shall be given thirty (30) days' notice prior to expiration or cancellation and/or restriction of the policy. 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. CONTRACTOR's failure to provide to CITY the Certificates of Insurance within fifteen (15) calendar days shall be the basis for the termination of the Contract.

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.

CITY is to be expressly included as an Additional Insured with respect to general liability and excess liability coverages arising out of operations performed for CITY by or on behalf of CONTRACTOR or acts or omissions of CONTRACTOR in connection with general supervision of such operation. If CONTRACTOR uses a subcontractor, then CONTRACTOR shall ensure that subcontractor names CITY as an additional insured.

Notice of Cancellation and/or Restriction--The policy(ies) must be endorsed to provide CITY with at least thirty (30) days notice of cancellation and/or restriction.

CONTRACTOR shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONTRACTOR, and other persons employed or utilized by CONTRACTOR in the performance of this Contract. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CITY's City Manager, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

CITY OF LIGHTHOUSE POINT

Pursuant to an interlocal agreement between the CITY and the City of Lighthouse Point ("ILA"), the City provides plan review, inspection and building official services to the City of Lighthouse Point, Florida. The Scope of Services for this Contract requires CONTRACTOR to provide such services on behalf of the City of Lighthouse Point during the term of the ILA.

COMPENSATION

The funding for this Contract shall be derived from the CITY's revenue realized from the issuance of building permits by the CITY. Prior to the commencement of each CITY fiscal year during the term hereof, the CITY shall estimate and project the revenue expected to be derived from the issuance of building permits. CITY agrees to pay CONTRACTOR, for services provided to CITY, an annual sum equal to eighty-five percent (85%) of such projected revenue, which sum shall be divided by twelve (12) and paid in twelve (12) equal monthly installments in arrears. Such sum does not include compensation for services provided on behalf of the City of Lighthouse Point. Within ninety (90) days from the end of CITY's fiscal year, the actual revenue received by the CITY for building permits issued shall be determined by CITY. Should the actual revenue exceed the estimated and projected revenue, the CITY shall pay to CONTRACTOR eighty-five percent (85%) of the difference between the actual revenue and the estimated and projected revenue, within thirty (30) days of the CITY's determination of the actual revenue received by CITY. Should the actual revenue be less than the estimated and projected revenue, CONTRACTOR shall reimburse CITY eighty-five percent (85%) of the difference between the actual revenue and the estimated and projected revenue within thirty (30) days of CONTRACTOR's receipt of written notice specifying the amount of the difference between the actual revenue and the estimated and projected revenue.

At all times herein, the CITY shall have the right, but not the obligation, to adjust the fees charged for building permits. CONTRACTOR may review and provide the CITY with comment on the proposed fee adjustment, but at all times the right to adjust the fees shall be solely that of the CITY and CONTRACTOR shall not have any right of approval.

In connection with CONTRACTOR's provision of services to the City of Lighthouse Point pursuant to the ILA, CONTRACTOR shall be compensated as follows:

Building Code Inspector/Plans Examiner hourly rate = \$72.12/hr
Building Official monthly rate = \$600/month

DESIGNATION OF BUILDING OFFICIAL

Within three (3) business days from the Effective Date, CONTRACTOR shall submit to the City Manager for approval the name of one individual to be designated by the CITY as the CITY's "Building Official". Should the City Manager not approve the individual submitted by CONTRACTOR, CONTRACTOR shall, within two (2) business of notification of the City Manager's non-approval, submit for the City Manager's approval, the name of a different individual to serve as Building Official. Once approved by the City Manager, CONTRACTOR may not change or replace the individual designated as CITY's Building Official without the prior written approval of the CITY's City Manager. CONTRACTOR shall provide a qualified individual

acceptable to CITY to perform the duties of the Building Official when the person designated as such is unavailable due to reason of vacation, leave, illness or other reason that keeps the designated individual from performing the duties of Building Official for more than a twenty-four (24) hour period.

EMPLOYMENT OF CITY WORKERS

CITY and CONTRACTOR acknowledge that CONTRACTOR's performance of the function as the CITY's Building Department hereunder will result in the displacement and severance of CITY employees from their employment with the CITY. CONTRACTOR agrees to use its best efforts to offer employment opportunity that is commensurate with the employment from which the employee is being displaced, to each such displaced employee of the CITY's Building Department.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-532

Agenda Date: 8/17/2020

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the renewal agreement with Calvin Giordano & Associates, Inc. for comprehensive code compliance services for a five year renewal term; authorizing execution of the agreement; 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

On June 16, 2015, the City Commission approved Resolution 2015/129, awarding a contract to Calvin Giordano & Associates, Inc. ("CGA") to provide services related to Code Compliance for a five-year term (the "Agreement"). The Agreement provides for one additional five-year renewal term. Due to the COVID-19 emergency, the Agreement was extended on June 24, 2020 to September 30, 2020 to allow additional time for negotiation and to further align the Agreement with the City's fiscal year. The compensation under the Agreement is for a set dollar amount of \$942,178.00. This amount was allocated each year for the following employees:

- (1) Full time Code Compliance Supervisor
- (5) Full time Code Compliance Inspectors
- (1) Part time Code Compliance Inspector
- (2) Full time Code Compliance Administrators

Since the execution of the Agreement, the part time code compliance inspector has been converted to a Senior Code Compliance Inspector. On April 17, 2018, the City Commission approved an amendment to the Agreement to provide for an additional inspector dedicated to functions specifically related to solid waste, recycling, landscaping, storm debris, and nuisance abatement for an amount not to exceed \$110,000 per year. This amount is funded by the Sustainable Management Department. Furthermore, on December 3, 2019, the Agreement was amended to provide an administrative assistant for an amount not to exceed \$75,000 per year.

Current Activity

Amendments to Contract

CGA has agreed to a renewal of the existing Agreement on the same substantive terms of the

Agreement, including the terms of the Amendments to the Agreement. Based on the flat rate provided in the Agreement and the assumed increase in costs that would occur over a five year span, it is recommended that the one time-five year extension be executed.

Recommendation

City staff recommends the City Commission approve and authorize execution of a renewal agreement with CGA for a five-year term.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RENEWAL AGREEMENT WITH CALVIN GIORDANO & ASSOCIATES, INC. FOR COMPREHENSIVE CODE COMPLIANCE SERVICES FOR A FIVE YEAR RENEWAL TERM; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City issued Request for Proposal #2015-15/33 (the “RFP”) to obtain proposals from firms that could provide full turnkey code compliance services within the administrative structure of the City and serve as the Code Enforcement Division for the City (the “Services”); and

WHEREAS, after evaluation, the City determined that Calvin Giordano & Associates, Inc. (“CGA”) was the most responsive and responsible proposer and that CGA had the necessary resources, experience, and ability to perform the Services; and

WHEREAS, on June 16, 2015, City Commission approved Resolution 2015/129, awarding the RFP and a contract to CGA for the Services for a five-year term with an optional five-year renewal term (the “Agreement”); and

WHEREAS, compensation due under the Agreement is allocated to one Full Time Code Compliance Supervisor, five Full Time Code Compliance Inspectors, one Senior Code Inspector, and two Code Compliance Administrators; and

WHEREAS, on April 17, 2018, the City Commission approved an amendment to the Agreement to provide for an additional inspector dedicated to functions specifically related to solid waste, recycling, landscaping, storm debris, and nuisance abatement; and

WHEREAS, on December 3, 2019, the City Commission approved another amendment to the Agreement to provide for an administrative assistant; and

WHEREAS, due to the COVID-19 emergency, the initial term of the Agreement was extended on June 24, 2020 to September 30, 2020 to allow additional time for contract renewal discussions; and

WHEREAS, CGA has agreed to a renewal of the existing Agreement on the same substantive terms of the Agreement, including the terms of the Amendments to the Agreement; and

WHEREAS, City Staff recommends the City Commission approve and authorize execution of the renewal agreement with CGA, attached as Exhibit “A”, for the Services for a five-year term in the annual amount of \$1,127,178 (the “Renewal 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 Renewal Agreement with CGA, attached as Exhibit “A,” for the Services.

Section 3. The City Commission hereby authorizes the City Manager to execute the Renewal Agreement with CGA, attached as Exhibit “A,” for the Services, together with such terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to 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

CONTRACT

THIS CONTRACT for Code Compliance Services (the "Contract") is entered into on this ___ day of _____ 2020 by and between the CITY OF DEERFIELD BEACH (the "CITY"), a municipal corporation and Calvin, Giordano & Associates, Inc., a Florida corporation (the "CONTRACTOR"), as follows

WITNESSETH:

WHEREAS, the CITY issued Request for Proposal #2015-15/33 (the "RFP") to obtain proposals from firms that could provide full turnkey code compliance services within the administrative structure of the CITY and serve as the Code Enforcement Division for the City (the "Services"); and

WHEREAS, after evaluation, the CITY determined that CONTRACTOR was the most responsive and responsible proposer and that CONTRACTOR had the necessary resources, experience, and ability to perform the Services; and

WHEREAS, on June 16, 2015, City Commission approved Resolution 2015/129, awarding the RFP and a contract to CONTRACTOR for the Services for a five-year term with an optional five-year renewal term (the "Agreement"); and

WHEREAS, the RFP provides that the City reserves the right to add any item or quantity to the contract if it is determined to be in the best interest of the City; and

WHEREAS, on April 17, 2018, the City Commission approved an amendment to the Agreement to provide for an additional inspector dedicated to functions specifically related to solid waste, recycling, landscaping, storm debris, and nuisance abatement; and

WHEREAS, on December 3, 2019, the City Commission approved another amendment to the Agreement to provide for an administrative assistant; and

WHEREAS, due to the COVID-19 emergency, the initial term of the Agreement was extended on June 24, 2020 to September 30, 2020 to allow additional time for contract renewal negotiations; and

WHEREAS, the Parties wish to renew the Agreement for a five-year term; and

WHEREAS, on August 17, 2020, the City Commission approved Resolution 2020/___, approving a renewal agreement with CONTRACTOR for a five-year term.

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. 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 that 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.
- 1.6 CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR shall be subject to the supervision of CONTRACTOR. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between CITY and CONTRACTOR. CONTRACTOR shall not attain, nor be entitled to, any rights or benefits of CITY, nor any rights generally afforded CITY employees. CONTRACTOR further understands that Florida Worker's Compensation benefits available to employees of CITY are not available to CONTRACTOR or to any employee or agent of CONTRACTOR. CONTRACTOR shall be responsible for complying with Florida's Worker's Compensation laws. All employees and subcontractors of CONTRACTOR shall be considered to be, at all times, the sole employees or contractors of the CONTRACTOR, and not an employee, contractor or agent of CITY. CONTRACTOR is responsible for the payment of all required payroll taxes, whether federal, state, or local in nature, including, but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses, or payments required by law.
- 1.7 In its capacity as an independent contractor, CONTRACTOR agrees that all of CONTRACTOR's employees performing Services under this Contract shall abide by applicable City personnel policies and employee advisories regarding workplace conduct and safety while performing Services for the CITY.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The contract term shall be for a term of five (5) years commencing on October 1, 2020 and ending on September 30, 2025.
- 2.2 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 CITY agrees to compensate CONTRACTOR for its services a lump sum annual fee in the total amount of \$1,127,718 (the "Lump Sum Fee"), in the manner, and subject to the provisions, set forth below for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. The Lump Sum Fee includes the amounts set forth below for the Base Staffing, Additional Inspector, and Code Compliance Administrative Assistant, as defined below. 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.
- 3.1.1 CITY agrees to pay CONTRACTOR a lump sum annual fee in the amount of \$942,178 for CONTRACTOR's performance and provision of all services hereunder, associated with the following staffing to be provided by CONTRACTOR: one (1) Full-Time Code Compliance Supervisor, five (5) Full-Time Code Compliance Inspectors, one (1) Senior Code Compliance Inspector, and two (2) Full-Time Code Compliance Administrators (collectively, "Base Staffing").
- 3.1.2 CITY agrees to pay CONTRACTOR a lump sum annual fee in the amount of \$110,000 for CONTRACTOR's performance and provision of all services hereunder, associated with the following staffing to be provided by CONTRACTOR: one (1) additional Code Inspector to perform code compliance and enforcement functions primarily in the areas of solid waste, recycling, landscaping, storm debris, and nuisance abatement ("Additional Code Inspector"). The monthly installment for the Additional Code Inspector shall be \$9,166.67 (the "Additional Code Inspector Monthly Fee"). CITY may terminate the Additional Code Inspector services for convenience by providing the CONTRACTOR with 30 days' written notice, in which case such services shall be considered removed from this Agreement as of the termination date and CONTRACTOR shall be paid pro-rata for any Additional Code Inspector services provided up to the date of termination.
- 3.1.3 CITY agrees to pay CONTRACTOR a lump sum annual fee in the amount of \$75,000 for CONTRACTOR's performance and provision of all services hereunder, associated with the following staffing to be provided by CONTRACTOR: one (1) Code Compliance Administrative Assistant to assist the Code Compliance Division. The monthly installment for the Code Compliance Administrative Assistant shall be \$6,250 (the "Administrative Assistant Monthly Fee"). CITY may terminate the Code Compliance Administrative Assistant services for convenience by providing the CONTRACTOR with 30 days' written notice, in which case such services shall be considered removed from this Agreement as of the termination date and CONTRACTOR shall be paid pro-rata for any Additional Code Inspector services provided up to the date of termination.
- 3.5 The Lump Sum Fee is to be paid to CONTRACTOR in arrears in equal monthly installments of \$93,931.50 ("Monthly Fee Amount"). In the event that the Additional Code Inspector or Code Compliance Administrative Assistant Services are terminated as provided in Sections 3.1.2 and

3.1.3, the Monthly Fee Amount shall be reduced by the Additional Code Inspector Monthly Fee or the Administrative Assistant Monthly Fee, as applicable, to reflect the termination of such services. CONTRACTOR may submit invoices for compensation no more often than on a monthly basis. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice, which must be received no later than sixty (60) days after this Contract expires. Notwithstanding any provision of this Contract 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 that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONTRACTOR. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to the Contract Administrator, payment may be made. The amount withheld shall not be subject to payment of interest by CITY.

- 3.6 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

- 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 7.1, 7.2, and 7.3 of Article 7.
- 4.6 If at any time during the term of this contract 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.
- 4.7 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 authorized by CITY, 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 (the "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

INDEMNIFICATION AND INSURANCE

- 6.1 INDEMNIFICATION
CONTRACTOR shall indemnify, defend, and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONTRACTOR, and other persons employed or utilized by CONTRACTOR in the performance of this Contract. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the City Manager, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY. 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.

6.2 INSURANCE

To ensure the indemnification obligation contained herein, CONTRACTOR shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance and Employer's Liability Insurance. Each insurance policy shall clearly identify the foregoing indemnification as insured.

Such policy or policies shall be without any deductible amount unless otherwise noted in this Article and shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONTRACTOR shall pay all deductible amounts, if any. CONTRACTOR shall specifically protect CITY and the Commission by naming CITY and the City Commission as additional insured under the Comprehensive General or Commercial Liability Insurance policy hereinafter described as well as on any Excess Liability Policy coverage.

Commercial Liability Insurance

A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Premises and/or 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, with minimum limits of coverage equal to those required for bodily Injury liability and property damage liability.

Business Automobile Liability

Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, 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 include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

Professional Liability Insurance

Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis to be no less than one million Dollars (\$1,000,000) per

occurrence with a combined single limit of two million dollars (\$2,000,000) per occurrence 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.

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.

CONTRACTOR shall provide to CITY certificate of insurance prior to execution of the Contract. CONTRACTOR shall provide to CITY a Certificate of Insurance or a copy of all insurance policies required by this Article. CITY reserves the right to require a certified copy of such policies upon request. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is completed. All certificates and endorsements required herein shall state that CITY shall be given thirty (30) days' notice prior to expiration or cancellation and/or restriction of the policy. 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. CONTRACTOR's failure to provide to CITY the Certificates of Insurance within thirty (30) calendar days shall be the basis for the termination of the Contract.

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.

CITY is to be expressly included as an Additional Insured with respect to general liability and excess liability coverages arising out of operations performed for CITY by or on behalf of CONTRACTOR or acts or omissions of CONTRACTOR in connection with general supervision of such operation. If CONTRACTOR uses a subcontractor, then CONTRACTOR shall ensure that subcontractor names CITY as an additional insured.

Notice of Cancellation and/or Restriction--The policy(ies) must be endorsed to provide CITY with at least thirty (30) days' notice of cancellation and/or restriction.

ARTICLE 7

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 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.

7.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and any subcontractors authorized by CITY 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 CONTRACTOR and any CITY authorized 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 any CITY authorized subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and any CITY authorized 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.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or any CITY authorized 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.

CONTRACTOR shall, by written contract, require its subcontractors, if any, to agree to the requirements and obligations of Section 7.2 and 7.3.

7.3 PUBLIC RECORDS

CONTRACTOR shall comply with Chapter 119, Florida Statutes, (the "Florida's Public Records Law"). Specifically, the CONTRACTOR shall:

- a. Keep and maintain public records required by the CITY to perform the service.
- b. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. For the duration of the Contract term and following completion of the Contract if CONTRACTOR does not transfer the records to the CITY, 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. Upon completion of the Contract, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY 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 CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public

records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE 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) 480-4213, WEB.CLERK@DEERFIELD-BEACH.COM, AND 150 NE 2nd AVE. DEERFIELD BEACH, FL 33441.

7.4 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 Contract at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the 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 Contract.
- B. If this Contract is for more than one million dollars, the 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 Contract at its sole option if the 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. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.
- 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.

- 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, for purposes of example only and not by way of limitation, 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 INDEPENDENT CONTRACTOR AND THIRD PARTY BENEFICIARIES

CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR shall be subject to the supervision of CONTRACTOR. In providing the services, CONTRACTOR or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of CITY. 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

With a copy to:

Anthony Soroka, City Attorney
1200 N. Federal Highway, Suite 312
Boca Raton, FL 33432

FOR CONTRACTOR:

Chris Giordano, Vice President
Calvin Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Ft. Lauderdale, FL 33316

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 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 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 ASSIGNMENT AND PERFORMANCE

Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR without the written consent of the CITY and CONTRACTOR shall not subcontract any portion of the work required by this Contract except as expressly authorized in writing by CITY. CITY shall have the right to terminate this Contract, effective immediately, if there is an assignment, or attempted assignment, transfer, subcontract, or encumbrance, of this Contract or any right or interest herein by CONTRACTOR without CITY's written consent or authorization.

CONTRACTOR represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR'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.

7.18 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of the RFP, CONTRACTOR's Response to the RFP, any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Contract by reference and a term, statement, requirement, or provision of this Contract, the term, statement, requirement, or provision contained in this Contract shall prevail and be given priority effect, and then the RFP, and the CONTRACTOR's Response. .

7.19 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Contract 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 Contract, 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 Contract 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 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.

7.20 PAYMENT OF INTEREST.

CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONTRACTOR waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Contract. In any instance where the prohibition or limitations of this Section are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Contract, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

7.21 SOFTWARE WARRANTY

CONTRACTOR warrants and represents that there has been no known violation of copyright, patent, or other intellectual property rights either in the United States of America or in foreign countries in connection with the work of the Contract. CONTRACTOR further represents and warrants to CITY that CONTRACTOR or any CITY authorized subcontractors own all patents, copyrights and other intellectual property, or has acquired valid licenses for same, associated with the provision of services being purchased by the CITY. CONTRACTOR agrees to indemnify, defend by counsel acceptable to the City Attorney, and save harmless the CITY from and against any and all claims, demands, actions, causes of action, liabilities and proceedings arising out of infringements of patent, copyright and other intellectual property used in or otherwise associated with the services being purchased by the CITY hereunder.

7.22 ADDITIONAL STAFFING REQUIREMENTS

CONTRACTOR shall provide during normal business hours personnel that can, in addition to English, speak Spanish, Portuguese, and Creole.

7.23 ABANDONED PROPERTY DATABASE

CONTRACTOR shall maintain a database of abandoned properties in the City and carry out the responsibilities of related City Ordinances.

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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, CITY CLERK

APPROVED AS TO FORM:

ANTHONY SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

(Name of Corporation)

(Secretary) By _____
(Signature)

(Corporate Seal) _____
(Type Name/Title Signed Above)

____ day of _____, 20____.

CITY REQUIRES THREE (3) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION



June 24, 2020

SENT VIA E-MAIL

Chris Giordano
Calvin, Giordano & Associates, Inc.
1800 Eller Drive
Suite 600
Fort Lauderdale, FL 33316

RE: Code Compliance Services
RFP #2014-15/33

Dear Mr. Giordano,

Please be advised that the referenced contract will expire on June 24, 2020 at midnight. The City of Deerfield Beach would like to extend the current contract to September 30, 2020.

Kindly return this letter with an electronic signature immediately to iguzman@deerfield-beach.com.

If you have any questions concerning this letter, please contact me at (954) 480-4486.

Sincerely,

I. Guzman

Ivelsa Guzman
Purchasing Manager

I hereby acknowledge the City's right for the extension of the contract to September 30, 2020.

Chris Giordano

Print

Sign

6/24/2020

Date

5

RESOLUTION NO. 2015/129

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF A CONTRACT TO CALVIN GIORDANO & ASSOCIATES, INC. FOR COMPREHENSIVE CODE COMPLIANCE SERVICES; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has determined that it is in its best interest to out-source the provision of Comprehensive Code Compliance Services; and

WHEREAS, RFP #2015-15/33 (the RFP) was issued to obtain proposals from firms who could provide full turnkey code compliance services within the administrative structure of the City and serve as the Code Enforcement Division for the City; and

WHEREAS, pursuant to the RFP, the CITY accepted competitive proposals for Comprehensive Code Compliance Services (the Services); and

WHEREAS, the Services are delineated in the RFP; and

WHEREAS, after evaluation the CITY has determined that the most responsive and responsible proposal was submitted by Calvin Giordano & Associates, Inc. and that Calvin Giordano & Associates, Inc. has the necessary resources, experience and ability to perform the contract at a competitive price.

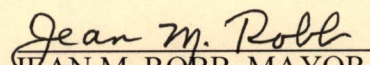
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. Each and every Whereas clause set forth above is a true and correct recital and representation and is incorporated herein as if set forth fully.

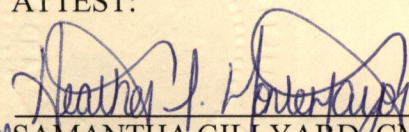
Section 2. The City Commission hereby approves the contract between the City and Calvin Giordano & Associates, Inc. (Calvin) in substantially the form attached hereto and made a part hereof as Exhibit "A" and hereby authorizes the City Manager to execute all documents in connection therewith on behalf of the City. Calvin shall function as the Code Compliance Division for the City of Deerfield Beach and provide the services as required of the City's Code Enforcement and Compliance Division and the administrative organization of the City. The FY2016-2017 City budget ordinance shall reflect this outsourcing of services.

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

PASSED AND ADOPTED THIS 16TH DAY OF JUNE, 2015.


JEAN M. ROBB, MAYOR

ATTEST:


SAMANTHA GILLYARD, CMC, CITY CLERK

CONTRACT

THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and Calvin Giordano & Associates, Inc., a Florida corporation (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, pursuant to RFP #2015-15/33 (the RFP) the CITY accepted competitive proposals for comprehensive, turnkey Code Compliance Services (the Services); and

WHEREAS, the Services are delineated in the RFP; and

WHEREAS, this Contract, the RFP and the CONTRACTOR's Response constitute the entire Contract and describe the Services to be provided; and

WHEREAS, after evaluation 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 to function as the Building Department for the CITY and provide the services as required of the CITY's Code Enforcement division and the administrative organization of the City; and

WHEREAS, the CITY has awarded the contract to CONTRACTOR for the Services on June 16, 2015, Resolution No 2015 /129;

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 set forth on Attachment "A" Additional Terms and Conditions attached hereto and made a part hereof. 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 contract term shall be for a term of five (5) years commencing on a date ninety (90) days, or less, after this Contract is fully executed by CITY and CONTRACTOR ("Effective Date). This Contract may be extended by the parties for one (1) additional five (5) year term. Should CONTRACTOR elect to not extend this Contract, it must give the CITY written notice of such election no less than one hundred and eighty (180) days prior to the expiration of the term.
- 2.2 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 CITY agrees to compensate CONTRACTOR for its services in the manner specified in Exhibit A, the amounts set forth in Exhibit A 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

TERMINATION OR SUSPENSION

- 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 authorized by CITY, 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

MISCELLANEOUS

6.1 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.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and any subcontractors authorized by CITY 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 CONTRACTOR and any CITY authorized 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 any CITY authorized subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and any CITY authorized 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. If the Florida Public Records Act is applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and any subcontractors authorized by CITY 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 any CITY authorized 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.

CONTRACTOR shall, by written contract, require its subcontractors, if any, to agree to the requirements and obligations of this Section 6.2.

6.3 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, for purposes of example only and not by way of limitation, 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.

6.4 INDEPENDENT CONTRACTOR AND THIRD PARTY BENEFICIARIES
CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR shall be subject to the supervision of CONTRACTOR. In providing the services, CONTRACTOR or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of CITY. 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.

6.5 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:

City Manager

City Hall, 150 NE 2nd Avenue

Deerfield Beach, FL 33441

With a copy to:

Andrew S. Maurodis, City Attorney
710 E. Hillsboro Blvd., Suite 200
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Dennis J. Giordano, President

Calvin Giordano & Associates, Inc.

1800 Eller Drive, Suite 600

Ft. Lauderdale, FL 33316

6.6 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.

6.7 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.

6.8 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 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 Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 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.

6.10 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.

6.11 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.

6.12 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.

6.13 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.

6.14 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

6.15 ASSIGNMENT AND PERFORMANCE

Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR without the written consent of the CITY and CONTRACTOR shall not subcontract any portion of the work required by this Contract except as expressly authorized in writing by CITY. CITY shall have the right to terminate this Contract, effective immediately, if there is an assignment, or attempted assignment, transfer, subcontract, or encumbrance, of this Contract or any right or interest herein by CONTRACTOR without CITY's written consent or authorization.

CONTRACTOR represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR'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.

6.16 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of the RFP, CONTRACTOR's Response to the RFP, any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Contract by reference and a term, statement, requirement, or provision of this Contract, the term, statement, requirement, or provision contained in this Contract shall prevail and be given priority effect, and then the RFP, and the CONTRACTOR's Response. .

6.17 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Contract 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 Contract, 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 Contract 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 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.**

6.18 PAYMENT OF INTEREST.

CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONTRACTOR waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Contract. In any instance where the prohibition or limitations of this Section are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Contract, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

6.19 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.

6.20 SOFTWARE WARRANTY

CONTRACTOR warrants and represents that there has been no known violation of copyright, patent, or other intellectual property rights either in the United States of America or in foreign countries in connection with the work of the Contract. CONTRACTOR further represents and warrants to CITY that CONTRACTOR or any CITY authorized subcontractors own all patents, copyrights and other intellectual property, or has acquired valid licenses for same, associated with the provision of services being purchased by the CITY. CONTRACTOR agrees to indemnify, defend by counsel acceptable to the City Attorney, and save harmless the CITY from and against any and all claims, demands, actions, causes of action, liabilities and proceedings arising out of infringements of patent, copyright and other intellectual property used in or otherwise associated with the services being purchased by the CITY hereunder.

6.21 ADDITIONAL STAFFING REQUIREMENTS

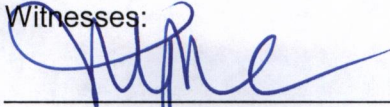
CONTRACTOR shall provide during normal business hours personnel that can speak, in addition to English, Spanish, Portuguese and Creole.

6.22 ABANDONED PROPERTY DATABASE

CONTRACTOR shall maintain a database of abandoned properties in the City and carry out the responsibilities of related City Ordinances.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:



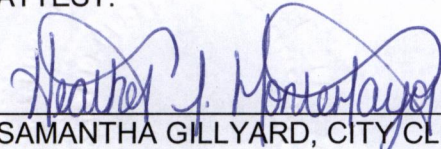


CITY OF DEERFIELD BEACH

By: 
BURGESS HANSON, CITY MANAGER

Date: 6/24/15

ATTEST:


for SAMANTHA GILLYARD, CITY CLERK

APPROVED AS TO FORM:


ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

Dawn Hopkins
(Secretary)

Dawn Hopkins
(Corporate Seal)

Cawin Giovedano & Assoc. Inc.
(Name of Corporation)

By [Signature]
(Signature)

Dennis Giovedano
(Type Name/Title Signed Above)

8 day of JUNE, 2015

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By _____
(Signature)

(Type Name Signed Above)

____ day of _____, 20____.

CITY REQUIRES THREE (3) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

ATTACHMENT "A"
ADDITIONAL TERMS AND CONDITIONS

INSURANCE and INDEMNITY

To ensure the indemnification obligation contained herein, CONTRACTOR shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance and Employer's Liability Insurance. Each insurance policy shall clearly identify the foregoing indemnification as insured.

Such policy or policies shall be without any deductible amount unless otherwise noted in this Article and shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONTRACTOR shall pay all deductible amounts, if any. CONTRACTOR shall specifically protect CITY and the Commission by naming CITY and the City Commission as additional insured under the Comprehensive General or Commercial Liability Insurance policy hereinafter described as well as on any Excess Liability Policy coverage.

Commercial Liability Insurance

A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Premises and/or 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, with minimum limits of coverage equal to those required for bodily Injury liability and property damage liability.

Business Automobile Liability

Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, 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 include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

Professional Liability Insurance

Professional Liability Insurance with the limits of liability provided by such policy for each

claim and on a claim made basis to be no less than one million Dollars (\$1,000,000) per occurrence with a combined single limit of two million dollars (\$2,000,000) per occurrence 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.

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.

CONTRACTOR shall provide to CITY certificate of insurance within fifteen (15) days after notification of award of the contract. CONTRACTOR shall provide to CITY a Certificate of Insurance or a copy of all insurance policies required by this Article. CITY reserves the right to require a certified copy of such policies upon request. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is completed. All certificates and endorsements required herein shall state that CITY shall be given thirty (30) days' notice prior to expiration or cancellation and/or restriction of the policy. 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. CONTRACTOR's failure to provide to CITY the Certificates of Insurance within fifteen (15) calendar days shall be the basis for the termination of the Contract.

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.

CITY is to be expressly included as an Additional Insured with respect to general liability and excess liability coverages arising out of operations performed for CITY by or on behalf of CONTRACTOR or acts or omissions of CONTRACTOR in connection with general supervision of such operation. If CONTRACTOR uses a subcontractor, then CONTRACTOR shall ensure that subcontractor names CITY as an additional insured.

Notice of Cancellation and/or Restriction--The policy(ies) must be endorsed to provide CITY with at least thirty (30) days notice of cancellation and/or restriction.

CONTRACTOR shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONTRACTOR, and other persons employed or utilized by CONTRACTOR in the performance of this Contract. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CITY's City Manager, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

COMPENSATION

CITY agrees to pay CONTRACTOR a lump sum annual fee in the amount of \$942,178.00 for CONTRACTOR's performance and provision of all services hereunder, associated with the following staffing: one (1) full-time Code Compliance Supervisor, five (5) full-time Code Compliance Inspectors, one (1) part-time Code Compliance Inspector, two (2) full-time Code Compliance Administrators. Such lump sum includes all fees, expenses and other charges and is the complete and total amount of compensation to be paid to CONTRACTOR by CITY. It is acknowledged and agreed by CONTRACTOR that the lump sum fee is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services and expenses related to this Contract. This maximum amounts, 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.

The lump sum fee is to be paid to CONTRACTOR in arrears in equal monthly installments of \$78,514.83. CONTRACTOR may submit invoices for compensation no more often than on a monthly basis. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Contract expires. Notwithstanding any provision of this Contract 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 from loss due to fraud or reasonable evidence indicating fraud by CONTRACTOR. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to Contract Administrator, payment may be made. The amount withheld shall not be subject to payment of interest by CITY.

INTENTIONALLY LEFT BLANK



CALVI-2

OP ID: LS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Eric Martin Woodling	CONTACT NAME:		
	PHONE (A/C, No, Ext): 954-776-2222	FAX (A/C, No): 954-776-4446	
INSURED Calvin, Giordano & Associates, Inc. Attn: Dennis Giordano 1800 Eller Drive #600 Ft. Lauderdale, FL 33316	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Casualty Ins. Co		29424
	INSURER B : American Guar & Liab Ins Co		26247
	INSURER C : Twin City Fire Ins. Co.		29459
	INSURER D : Hartford Fire Insurance Co.		19682
	INSURER E : Landmark American Ins. Co.		33138
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY			21UUNLK3645	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
D	☒ AUTOMOBILE LIABILITY			21UENZE9789	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
							\$
B	☒ UMBRELLA LIAB			AUC594612806	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB	☒ OCCUR					AGGREGATE \$ 10,000,000
	☐ CLAIMS-MADE						\$
	DED ☒ RETENTION \$ 0						\$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			21WBNO3209	01/01/2015	01/01/2016	☒ WC STATUTORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	☒ Professional Liab			LHR746782	08/27/2014	08/27/2015	Per Claim 2,000,000
	Retention:\$200,000						Aggregate 2,000,000
				RETRO DATE 8/27/1959			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RFP #2015-15/33

City of Deerfield Beach & The Deerfield Beach City Commission are additional insured with respect to the General Liability if required by written contract. Umbrella Follows form. 30 day notice of cancellation except 10 days notice for non payment.

CERTIFICATE HOLDER

DEERFIE

City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33440

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RESOLUTION NO. 2018/057

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY AND CALVIN, GIORDANO & ASSOCIATES, INC. TO PROVIDE FOR AN ADDITIONAL CODE ENFORCEMENT OFFICER TO PERFORM CODE COMPLIANCE AND ENFORCEMENT FUNCTIONS PRIMARILY IN THE AREAS OF SOLID WASTE, RECYCLING, LANDSCAPING, STORM DEBRIS, AND NUISANCE ABATEMENT; AUTHORIZING EXECUTION OF THE AMENDMENT IN AN ANNUAL AMOUNT NOT TO EXCEED \$110,000.00; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, following the award of RFP #2015-15/33, the City and Calvin Giordano & Associates, Inc. ("CGA") entered into a Contract, dated June 24, 2015, whereby CGA provides comprehensive code compliance and enforcement services to the City, including functioning as the City's Code Enforcement and Compliance Division (the "Code Services Contract"); and

WHEREAS, the City's Division of Recycling and Solid Waste Management (the "Division") utilizes internal staff to work with Code Compliance to address solid waste and recycling related code violations; and

WHEREAS, based on the annual tons of bulk material collected in the City and Division staff's research of typical bulk collection programs, Division staff believes that a significant amount of bulk materials collected in the City are being generated outside of the City; and

WHEREAS, Division staff also believes that a significant amount of vegetative debris generated by private landscape contractors is being dumped for collection and disposal by the City despite City Ordinances requiring for such materials to be collected and disposed of by the landscape contractors; and

WHEREAS, in order to address these issues as well as other solid waste and recycling code compliance issues, the Division is requesting an additional code enforcement officer that would report directly to the Division and be subject to regular performance evaluations by Division staff; and

WHEREAS, the City and CGA desire to enter into an Amendment to the Code Services Contract with CGA, attached as Exhibit "A", to provide for an additional code enforcement officer for an annual amount not to exceed \$110,000.00, which amount includes the additional officer, equipment and designated vehicle, with such additional services terminable for convenience by the City upon 30 days written notice (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 to the Code Services Contract with CGA, attached as Exhibit "A", in an annual amount not to exceed \$110,000.00.

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

Section 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 17TH DAY OF APRIL, 2018.

CITY OF DEERFIELD BEACH



BILL GANZ, MAYOR

ATTEST:



SAMANTHA GILLYARD, CMC, CITY CLERK

AMENDMENT TO CONTRACT

THIS AMENDMENT TO CONTRACT ("Amendment") is made and entered into the 17th day of April, 2018 by and between:

CITY OF DEERFIELD BEACH, FLORIDA
A municipal Corporation
150 NE 2nd Avenue
Deerfield Beach, FL 33441
(hereinafter referred to as "CITY")

AND

CALVIN GIORDANO & ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on June 24, 2015, the CITY entered into a contract with CONTRACTOR for Comprehensive Code Compliance Services in accordance with the terms and conditions of RFP #2015-15/33 (the "Contract"); and

WHEREAS, the Contract provides for a certain level of staffing by CONTRACTOR in the provision of comprehensive code compliance services; and

WHEREAS, the Parties desire to amend the Contract to provide for one additional code enforcement officer, including a vehicle and all necessary equipment, that will provide Code Compliance Services in accordance with the Contract and more specifically CONTRACTOR's proposal for such services attached as Exhibit "1", and shall report directly to the CITY's Division of Recycling and Solid Waste Management (the "Additional Code Inspector Services").

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

Section 1. The above recitals are acknowledged as true and correct and are incorporated herein.

Section 2. The Contract is hereby amended to provide that CONTRACTOR shall provide the CITY with the Additional Code Inspector Services, effective May 1, 2018, in accordance with Exhibit "1", which shall be binding on the parties and is incorporated herein by this reference.

Section 3. The Additional Code Inspector Services shall be provided to the CITY in an annualized amount not to exceed \$110,000.00, which includes all necessary equipment and a vehicle and shall be paid on a monthly basis in accordance with the payment terms of the Contract.

Section 4. The City may terminate the Additional Code Inspector Services for convenience by providing the CONTRACTOR with 30 days' written notice, in which case CONTRACTOR shall be paid pro-rata for any Additional Code Inspector Services provided up to the date of termination.

Section 5. CONTRACTOR shall comply with Chapter 119, Florida Statutes, (Florida's Public Records Law). Specifically, the CONTRACTOR shall:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY to perform the service. If the contractor transfers all public records to the CITY upon completion of the contract, the 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 CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

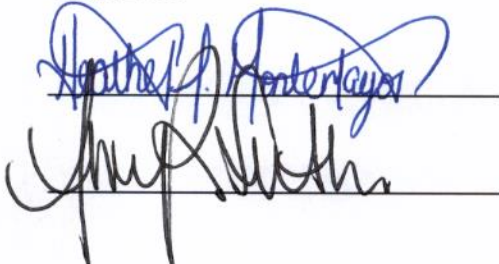
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 480-4213, WEB.CLERK@DEERFIELD-BEACH.COM, AND 150 NE 2nd AVE. DEERFIELD BEACH, FL 33441.

Section 6. All other conditions and terms of the original Contract, not specifically amended herein, shall remain in full force and effect.

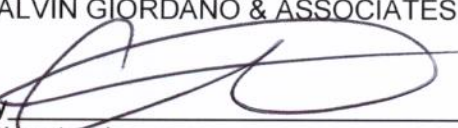
Section 7. This Amendment shall be effective upon the execution by both parties.

CONTRACTOR

WITNESS:



CALVIN GIORDANO & ASSOCIATES, INC.

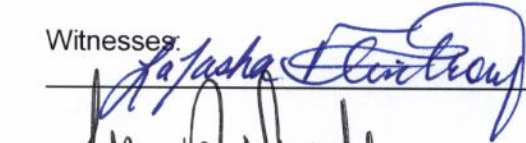
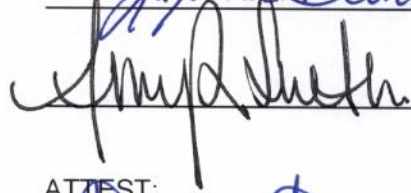
By 
(Signature)

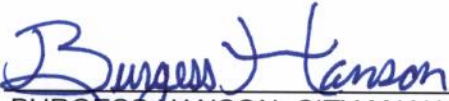
Chris Giordano, VP
(Type Name/Title Signed Above)

7 day of May, 2015

CITY OF DEERFIELD BEACH

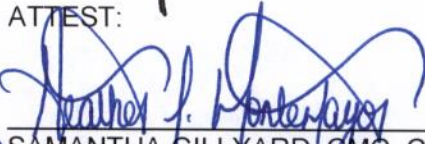
Witnesses:

By: 
BURGESS HANSON, CITY MANAGER

Date: 5/2/18

ATTEST:


SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:


ANDREW S. MAURODIS, CITY ATTORNEY

EXHIBIT "1"

**CONTRACTOR'S PROPOSAL
DATED MARCH 6, 2018**

RESOLUTION NO. 2019/175

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY AND CALVIN, GIORDANO & ASSOCIATES, INC. TO PROVIDE FOR AN ADMINISTRATIVE ASSISTANT TO ASSIST THE CODE COMPLIANCE DIVISION AS APPROVED BY THE CITY COMMISSION IN THE FISCAL YEAR 2020 ADOPTED BUDGET; AUTHORIZING EXECUTION OF THE AMENDMENT TO THE CONTRACT WITH CALVIN, GIORDANO & ASSOCIATES, INC. IN AN ANNUAL AMOUNT NOT TO EXCEED \$80,000; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, following the award of RFP #2015-15/33, the City and Calvin Giordano & Associates, Inc. ("CGA") entered into a Contract, dated June 24, 2015, whereby CGA provides comprehensive code compliance and enforcement services to the City, including functioning as the City's Code Enforcement and Compliance Division (the "Code Services Contract"); and

WHEREAS, this past year, the Planning and Development Services Department (the "Department"), which oversees the Code Compliance Division, has initiated improvements to customer service for phone related issues by creating an interactive voicemail process that allows customers to reach their inspector directly to their cell phone or speak to a live person to take a message; however, this does not adequately address walk-in customers, nor has it sustainably reduced the overwhelming call volume; and

WHEREAS, current code compliance operations have all inspectors, including the supervisor and senior code inspector, in the field performing inspections for a majority of their day; and

WHEREAS, an additional \$80,000 was allocated in the adopted Fiscal Year 2020 budget for hiring an administrative assistant for code compliance to help address service demands and improve customer service; and

WHEREAS, the City and CGA desire to enter into an Amendment to the Code Services Contract with CGA, attached as Exhibit "A", to provide for an additional administrative assistant for an annual amount not to exceed \$80,000.00, which amount includes the additional personnel and equipment (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 to the Code Services Contract with CGA, attached as Exhibit "A", in an annual amount not to exceed \$80,000.00.

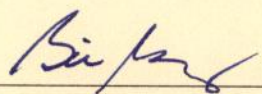
Section 3. The City Manager is hereby authorized to execute the Amendment, attached as Exhibit A", together with such non-substantial changes that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 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.

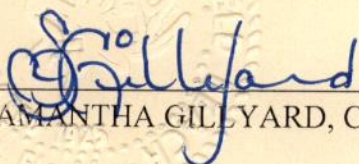
PASSED AND ADOPTED THIS 3RD DAY OF DECEMBER, 2019.

CITY OF DEERFIELD BEACH



BILL GANZ, MAYOR

ATTEST:



SAMANTHA GILLYARD, CMC, CITY CLERK

EXHIBIT A

SECOND AMENDMENT TO CONTRACT

THIS SECOND AMENDMENT TO CONTRACT ("Amendment") is made and entered into the 3rd day of December, 2019 by and between:

CITY OF DEERFIELD BEACH, FLORIDA
A municipal Corporation
150 NE 2nd Avenue
Deerfield Beach, FL 33441
(hereinafter referred to as "CITY")

AND

CALVIN GIORDANO & ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on June 24, 2015, the CITY entered into a contract with CONTRACTOR for Comprehensive Code Compliance Services in accordance with the terms and conditions of RFP #2015-15/33 (the "Contract"); and

WHEREAS, the Contract provides for a certain level of staffing by CONTRACTOR in the provision of comprehensive code compliance services; and

WHEREAS, the Parties executed an amendment to the Contract (the "First Amendment") to provide for one additional code enforcement officer, including a vehicle and all necessary equipment, that provides Code Compliance Services and reports directly to the CITY's Division of Recycling and Solid Waste Management; and

WHEREAS, the Parties desire to amend the Contract to provide for an additional administrative assistant, including a uniform and all necessary equipment, to provide customer service and Code Compliance Services in accordance with the Contract and more specifically CONTRACTOR's proposal for such services attached as Exhibit "1", (collectively, the "Code Compliance Assistant Services").

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

Section 1. The above recitals are acknowledged as true and correct and are incorporated herein.

Section 2. The Contract is hereby amended to provide that CONTRACTOR shall provide the CITY with the Code Compliance Assistant Services, effective January 1, 2020, in accordance with Exhibit "1", which shall be binding on the parties and is incorporated herein by this reference.

Section 3. The Code Compliance Assistant Services shall be provided to the CITY in an annualized amount not to exceed \$75,000.00, which includes all necessary equipment and shall be paid on a monthly basis in accordance with the payment terms of the Contract.

Section 4. The City may terminate the Code Compliance Assistant Services for convenience by providing the CONTRACTOR with 30 days' written notice, in which case CONTRACTOR shall be paid pro-rata for any Code Compliance Assistant Services provided up to the date of termination.

Section 5. CONTRACTOR shall comply with Chapter 119, Florida Statutes, (Florida's Public Records Law). Specifically, the CONTRACTOR shall:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY to perform the service. If the contractor transfers all public records to the CITY upon completion of the contract, the 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 CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE 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) 480-4213, WEB.CLERK@DEERFIELD-BEACH.COM, AND 150 NE 2nd AVE. DEERFIELD BEACH, FL 33441.

Section 6. All other conditions and terms of the original Contract, not specifically amended herein or by the First Amendment, shall remain in full force and effect.

Section 7. This Amendment shall be effective upon the execution by both parties.

SECOND AMENDMENT TO CONTRACT

CONTRACTOR

WITNESS:

Dawn Hopkins
Dawn Hopkins

CALVIN GIORDANO & ASSOCIATES, INC.

[Signature]
By
(Signature)

Chris Giordano
(Type Name/Title Signed Above)

10 day of December, 2019.

CITY OF DEERFIELD BEACH

Witnesses:

[Signature]
[Signature]

[Signature]
By:
DAVID SANTUCCI, CITY MANAGER

Date: 12/5/19

ATTEST:

[Signature]
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

[Signature]
ANTHONY C. SOROKA, CITY ATTORNEY

EXHIBIT "1"

**CONTRACTOR'S PROPOSAL
DATED NOVEMBER 22, 2019**



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-531

Agenda Date: 8/17/2020

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING DIVISION 9 "UNSAFE STRUCTURES AND HOUSING APPEALS BOARD" OF ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS" OF CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE BY CREATING SECTION 2-165 "ALTERNATE BOARD" TO PROVIDE FOR THE ABILITY TO USE AN ALTERNATE UNSAFE STRUCTURES BOARD; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for September 3, 2020

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City currently has buildings that must be demolished for health and safety reasons and efforts to create a Unsafe Structures Board made up of residents of the City of Deerfield Beach have been unsuccessful as the City has been unable to locate residents who would meet the requirements necessary to fill this board. Chapter 2 of the Code of Ordinances refers to the Unsafe Structures Board as a City Board.

Current Activity

This code amendment would allow for an alternative board, such as the Broward County Unsafe Structures Board to serve in the capacity of the City board. The Planning & Development Services Department wishes to utilize the services of the Broward County Unsafe Structures Board. Upon approval of this code amendment, an Inter-local Agreement to use the County's Unsafe Structures Board will be brought forward for the City Commission to approve.

Recommendation

Approve Ordinance on first reading and set for public hearing for September 3, 2020.

ORDINANCE NO. 2020/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING DIVISION 9 “UNSAFE STRUCTURES AND HOUSING APPEALS BOARD” OF ARTICLE II “BOARDS, COMMITTEES, COMMISSIONS” OF CHAPTER 2 “ADMINISTRATION” OF THE CITY CODE BY CREATING SECTION 2-165 “ALTERNATE BOARD” TO PROVIDE FOR THE ABILITY TO USE AN ALTERNATE UNSAFE STRUCTURES BOARD; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the City Code provides for an Unsafe Structures and Housing Appeals Board (the “Board”) for the purpose of hearing matters brought by the building official; and

WHEREAS, the City has been unable to appoint members to the Board; and

WHEREAS, the City has the need for an unsafe structures board, and Broward County is willing to provide these services through the execution of an interlocal agreement; and

WHEREAS, the City Commission has determined that it is in the best interests of the City to create Section 2-165 to provide for the ability to use an alternate board to hear matters brought by the building official.

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 2 “Administration,” Article II “Boards, Committees, Commissions,” Division 9 “Unsafe Structures and Housing Appeals Board” is hereby amended by creating Section 2-165 “Alternate Board,” to read as follows:¹

Chapter 2 – ADMINISTRATION

ARTICLE II – BOARDS, COMMITTEES, COMMISSIONS

DIVISION 9 – UNSAFE STRUCTURES AND HOUSING APPEALS BOARD

Sec. 2-165. – ~~Reserved.~~ Alternate Board.

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough~~.

Notwithstanding anything in the City Code to the contrary, as an alternative to the use of the City's Unsafe Structures and Housing Appeals Board, the City may utilize the Unsafe Structures Board of Broward County or that of another municipality located within Broward County (an "Alternate Board") pursuant to the provisions of an interlocal agreement with such governmental entity. Any reference to the "Unsafe Structures and Housing Appeals Board" or the "Board" in this Division 9 shall refer to the Alternate Board, as applicable.

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 L. 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. 2020-533

Agenda Date: 8/17/2020

Status: DEPARTMENTAL BUSINESS

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 September 17, 2020; authorizing the City Manager to take appropriate actions; providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Novel Coronavirus Disease 2019 ("COVID-19") is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza. On March 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 27, 2020, the City Manager issued Emergency Order 2020-04, announcing a Safer at Home order for City residents. 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 nonessential pursuant to the Guidelines of Miami-Dade County Emergency Order 07-20, as amended.

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 extended the State of Local Emergency until May 17, 2020, and the City Manager issued an Amended and Restated Emergency Order 2020-04, requiring the use of face coverings. On April 28, 2020, Broward County 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 21, 2020, Broward County issued Emergency Order 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. On June 5, 2020, Broward County issued Emergency Order 20-15, permitting additional establishments and youth activities (including summer camps), vacation rentals, pari-mutuel establishments, movie theaters, and certain other entertainment venues to operate pursuant to specific guidelines or pre-approved reopening and operations plans. On June 12, 2020, Broward County issued Emergency Order 20-17, requiring retail establishments and restaurants to post signage containing information regarding sanitization, social distancing, and facial covering requirements.

On June 16, 2020, the City Commission adopted a Resolution extending the State of Local Emergency in the City through July 17, 2020.

On June 23, 2020, Broward County issued Emergency Order 20-18, which outlines penalties for establishments that fail to comply with Emergency Orders mandating sanitization, social distancing, facial coverings and other requirements intended to mitigate the spread of COVID-19.

On July 7, 2020, the City Commission adopted a Resolution extending the State of Local Emergency in the City through August 17, 2020.

On July 7, 2020, Governor DeSantis issued Executive Order 20-166, extending the State of Emergency in the State of Florida due to COVID-19 until September 7, 2020.

Current Activity

The City Commission's most recent extension of the State of Local Emergency is set to expire on August 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 through September 7, 2020, which date may be further extended by the Governor. The enclosed Resolution extends the State of Local Emergency until September 17, 2020.

The confirmed cases of COVID-19 within the City's jurisdictional boundaries continue to increase, the confirmed cases within Broward County continue to increase daily, and the United States has more total reported confirmed cases than any other country.

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 September 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 SEPTEMBER 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, wearing facial coverings in public places 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 Manager 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 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 extended the State of Local Emergency until May 17, 2020; and

WHEREAS, on April 7, 2020, the City Manager issued an Amended and Restated Emergency Order 2020-04, requiring the use of face coverings; 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, Broward County 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 Emergency Order 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, 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 5, 2020, Broward County issued Emergency Order 20-15, permitting additional establishments and youth activities (including summer camps), vacation rentals, pari-mutuel establishments, movie theaters, and certain other entertainment venues to operate pursuant to specific guidelines or pre-approved reopening and operations plans; and

WHEREAS, on June 12, 2020, Broward County issued Emergency Order 20-17, requiring retail establishments and restaurants to post signage containing information regarding sanitization, social distancing, and facial covering requirements; and

WHEREAS, on June 16, 2020, the City Commission adopted a Resolution extending the State of Local Emergency in the City through July 17, 2020; and

WHEREAS, on June 23, 2020, Broward County issued Emergency Order 20-18, which outlines penalties for establishments that fail to comply with Emergency Orders mandating sanitization, social distancing, facial coverings and other requirements intended to mitigate the spread of COVID-19; and

WHEREAS, on July 7, 2020, the City Commission adopted a Resolution extending the State of Local Emergency in the City through August 17, 2020; and

WHEREAS, on July 7, 2020, Governor DeSantis issued Executive Order 20-166, extending the State of Emergency in the State of Florida due to COVID-19 until September 7, 2020; and

WHEREAS, the City is aware of an increase in 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, 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 September 17, 2020.

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

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

Section 2. Pursuant to Section 30-28 of the City Code, the City Commission hereby extends the State of Local Emergency until September 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. 2020-494

Agenda Date: 8/17/2020

Status: COMMENTS BY
ADMINISTRATION & LEGAL

In Control: City Commission

Title

Discussion and potential action regarding extending the suspension of recycling curbside pickup.

Recommended Action

Motion on decision of Commission

Current Activity

At the July 7, 2020 Commission meeting, the City Commission reached a consensus to suspend curbside recycling collection through October 1, 2020. The City Commission expressed the desire to suspend curbside recycling collection through January 1, 2021. On July 21, 2020, the City received correspondence from Waste Management agreeing to the suspension of curbside recycling collection (residential and commercial) through January 1, 2021. Processing and operational savings are estimated at approximately \$50,000 per month the program is suspended.



Barbara Herrera
Government Affairs Manager
2700 Wiles Road
Pompano Beach, FL 33073
bherrera@wm.com
M. 954-856-7192

July 21, 2020

Anthony Soroka
City Attorney
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, FL 33441

Re: Recycling Agreements between Waste Management Inc. of Florida (WMIF) & the City of Deerfield Beach

Dear Mr. Soroka;

By way of this letter, WMIF acknowledges the recent decision by the City of Deerfield Beach to temporarily suspend curbside recycling collection. WMIF has since agreed to extending such suspension of curbside recycling collection through January 1, 2021. Being that the City continues to send us commercial material as well as residential material collected at city-wide drop-off locations, recycling processing has not been fully suspended.

In your e-mail dated July 16, 2020, you asked about the applicability of Sec. 2 "Quantity and Quality" specifically the requirement to bring us "100% of single stream, residential curbside recyclables..." However, being that the City has temporarily suspended the collection of curbside recycling and that the City continues to send us 100% of what is actually being collected, Waste Management is of the opinion that there is no need to formally amend our agreements and that this letter would suffice.

Additionally, please be aware that during the collection suspension period, there is no way to accurately audit single stream material. As such, upon the resumption of Deerfield Beach's curbside collection on January 1, 2021, the AMV calculation for material received will be the calculations determined during the six-month period prior to July 1, 2020.

Signature below indicates the City's agreement with our statements herein. Of course, should you have any questions, feel free to contact me at any time.

Sincerely,

Barbara Herrera

Barbara Herrera
Government Affairs Manager

Cc: Chad Grecsek, Director of Sustainable Management, City of Deerfield Beach, FL
Alex Gonzalez, Public Affairs Director, Waste Management Inc. of Florida
Ron Kaplan, Senior Counsel, Waste Management Inc. of Florida
Matt Orr, Director of Recycling Operations, Waste Management Inc. of Florida

City of Deerfield Beach, FL

Signature: _____

Date: _____

Printed Name: _____

Title: _____



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-551

Agenda Date: 8/17/2020

Status: ADDENDUM

In Control: City Commission

Title

Discussion and potential action regarding FARDA subtenant lease extension request.

DRP FINANCE, LLC

August 14, 2020

Via Email and Federal Express

Anthony Soroka
Weiss Serota Helfman Cole & Bierman
1200 N. Federal Highway, Suite 312
Boca Raton, Florida 33432
Email: asoroka@wsh-law.com

RE: Agreement dated June 4, 2003 (as amended, the “Master Lease”) between the City of Deerfield Beach (“Deerfield”) and the Florida Atlantic Research and Development Authority (“FARDA”), as subleased from FARDA to DRP Finance, LLC (“DRP”) pursuant to the Land Lease – Phase 4 dated August 22, 2019 (the “Land Lease”)

Mr. Soroka,

As you know, pursuant to the July 31, 2020 letter from DRP and FARDA to you, DRP and FARDA requested a 9 month extension (i.e., from August 22, 2020 to May 22, 2021) of the deadline to obtain a building permit as to the Additional Property under Section 2 of the Fifth Amendment to Agreement dated August 20, 2019. This letter supplements that request.

In consideration of such a 9 month extension being approved by Deerfield, DRP is willing to pay to Deerfield an extension fee in the amount of \$46,406.17. Please note that in connection with the extension granted in the Fifth Amendment to Agreement dated August 20, 2019, an extension fee of \$61,874.89 was paid to Deerfield for a 12 month extension. The \$46,406.17 represents the prorated amount (9/12ths) of such prior extension fee for this requested 9 month extension.

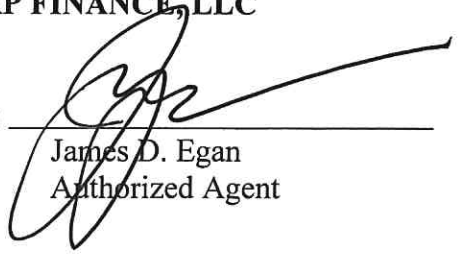
DRP also represents to Deerfield that DRP will not be requesting any further extensions of the deadline to obtain a building permit as to the Additional Property in connection with the global COVID-19 pandemic or under the Non-Disturbance, Recognition and Direct Leasing Agreement.

Please let us know if you need anything else from FARDA or DRP to facilitate this request.

Sincerely,

DRP FINANCE, LLC

By: _____


James D. Egan
Authorized Agent