



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

September 14, 2020

7:00 PM

CALL TO ORDER & ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: August 17, 2020

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Appearance Board Meeting Minutes

Attachment: July 22, 2020

APPROVAL OF THE AGENDA

September 14, 2020

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/85209021807?pwd=eHZJN3FZZ3pYcDZCYUFmQmIBNy9kQT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 852 0902 1807#

Participant ID: #

Passcode: 219158#

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

Attachment: Zoom Instructions

AWARDS & RECOGNITION

- 1. Certificates of Appreciation presented to FishAngler and Pelagic for their sponsorship and volunteer assistance at the 2020 Jr. Angler's Day Event.**

Sponsor: Mayor Bill Ganz

BUDGET & MILLAGE PUBLIC HEARINGS

- 2. ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE MILLAGE RATE TO BE LEVIED BY THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; STATING THE PERCENTAGE CHANGE BY WHICH THE MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE AS COMPUTED PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

Voting Requirement: Adoption requires a 4/5 vote of the City Commission

Sponsor: Department of Financial Services & Office of the City Manager

Attachment: FY21 Millage Rate

- 3. ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Financial Services & Office of the City Manager

Attachment: FY21 Budget

- 4. ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE BUDGET FOR THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; PROVIDING FOR FUNDING THROUGH TAX INCREMENT FINANCING AS PROVIDED FOR IN PART III, CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Community Redevelopment Agency & Department of Financial Services

Attachment: FY21 CRA Budget

QUASI-JUDICIAL PUBLIC HEARINGS

5. P.H. 2020-082: APPLICATION NO. 20-P-226 (Bethesda Christian Center)

Applicant: Bethesda Christian Center, Inc., represented by Pulice Land Surveyors, Inc.

Proposal: Request to replat a 3.0095 acre site to be restricted to 24,000 square feet of place of worship and one single-family dwelling unit, and to be known as the "Bethesda Christian Center" Plat.

Location: The property is generally described as PLAT OF SEC'S 13,24,25&26,T48 R42 S & E 1-8 PB,TRANSCRIBED AS 1-26 B POR TR 22 DESC AS BEG 840 E OF NW COR TR 22,E 295,S 295.33,W 295,N 295.33,TOG/W TALLMAN PINES, more particularly described in the file, and located at 641 NE 40th St.

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: Bethesda Christian Center

6. P.H. 2020-083: APPLICATION NO. 18-PID-2Z (RICHARD & RICE CONSTRUCTION CO. INC.)

Applicant: RICHARD & RICE CONSTRUCTION CO., INC., represented by Dunay, Miskel & Backman

Proposal: Major site plan application seeking approval to construct an 8,779 square foot office/warehouse building on approximately .9711 acres in the Newport Center PID.

Location: The property is described as NEWPORT CENTER 115-13 B LOT 57 more particularly described in the file and is located at 1219 W Newport Center Drive.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Richard & Rice Construction Co., Inc

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

- 7. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the CARES Act Contract #JCA20-06-2021 with the Areawide Council on Aging of Broward County, Inc. for Center for Active Aging Services in the amount of \$38,202.26; authorizing execution of the Agreement; providing an effective date. (*Fiscal Impact: Increased funding*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Active Aging

Attachment: CARES Act Contract

- 8. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Deerfield Beach Family Empowerment, Inc. for administration of Community Development Programs; providing for execution; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Development

Attachment: Deerfield Beach Family Empowerment, Inc

- 9. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the filing of the Local Government Funding Request for Fiscal Year 2021/2022 with the Florida Department of Environmental Protection for projects to mitigate beach erosion in Deerfield Beach; supporting projects for which funding is requested; confirming the City's ability to serve as a local sponsor; confirming the City's ability to fund the appropriate local share of projects; identifying City's funding source; 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 Sustainable Management

Attachment: Local Government Funding Request

- 10. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals #20-36-IG for fire assessment fee consulting services to Government Services Group, Inc.; authorizing execution of an agreement with Government Services Group, Inc. for an initial three year term in an annual amount not to exceed \$23,350; providing for severability and an effective date. (*Funds from Account #001-0600-513-3223 - Assessment Fees*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Financial Services

Attachment: Government Services Group, Inc

11. ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, APPROVING THE AWARD OF INVITATION TO BID #20-50-IG FOR CAPITAL EQUIPMENT FINANCING TO JP MORGAN CHASE BANK, N.A.; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH JP MORGAN CHASE BANK, N.A.; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance and set public hearing for October 6, 2020

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

Sponsor: Department of Financial Services

Attachment: JP Morgan Chase Bank, N.A.

12. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Invitation to Bid #20-42-JW for Wastewater Lift Station 25 to Southern Underground Industries, Inc.; authorizing execution of an agreement with Southern Underground Industries, Inc. in an amount not to exceed \$412,000; providing for severability and an effective date. (*Funds from Account #413-5000-536-60-31 - Improvement 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: Southern Underground Industries, Inc

- 13. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Invitation to Bid #20-49-JW for East Water Treatment Improvement Phase II to Demcon Group, LLC; authorizing execution of an agreement with Demcon Group, LLC in an amount not to exceed \$529,718; providing for severability and an effective date. (*Funds from Account #413-5000-536-60-31 - Improvement 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: Demcon Group, LLC

- 14. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Agreement with the Broward Sheriff's Office for Police Services to provide for a six month extension of the existing term; providing for execution 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: BSO Police Services

- 15. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Agreement with the Broward Sheriff's Office for fire rescue and emergency medical services to provide for a six month extension of the existing term; providing for execution 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: BSO Fire Rescue and Emergency Medical Services

- 16. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with the Town of Hillsboro Beach for fire and emergency medical services; authorizing the City Manager to execute the Interlocal Agreement; providing for severability and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Manager

Attachment: Town of Hillsboro Beach Fire and Emergency Services

- 17. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with Broward County for Coronavirus Aid, Relief, and Economic Security ("CARES") Act Funding; authorizing the Mayor and City Manager to execute the Interlocal Agreement; providing for severability and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Manager

Attachment: CARES Act Funding

DEPARTMENTAL BUSINESS

- 18. Presentation by Sustainable Management providing update on Siemens project progress.**

Sponsor: Department of Sustainable Management

Attachment: Siemens Project Update

19. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the City Commission regular meeting schedule for FY 2020/2021; 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: Office of the City Manager

Attachment: FY21 Meeting Schedule

20. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the amended parks and recreation schedule of fees and charges; 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 Parks & Recreation

Attachment: Parks & Recreation Fee Schedule

21. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Evaluation Committee's ranking of proposals pursuant to Request for Proposals #20-34-PC for Design-Build Construction for Center for Active Aging (Rebid); authorizing the City Manager to commence contract negotiations with Seawood Builders, LLC, the top ranked firm; providing for severability and an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Seawood Builders, LLC

22. 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 October 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

23. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Agreement with CALE America, Inc. for parking revenue collection services; waiving the City's competitive selection requirements to authorize the City to enter into an Agreement with CALE America, Inc. for parking revenue collection services for a three-year term with two one-year renewals in an annual amount not to exceed \$46,248.00; providing for an effective date. (*Funds from Account #001-3008-545-3106 - Service to Maintenance Equipment & Account #001-3008-545-3412 - Web Hosting*)

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Financial Services

Attachment: CALE America, Inc

24. ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING DIVISION 1 "GENERALLY" OF ARTICLE II "STOPPING, STANDING, PARKING" OF CHAPTER 66 "TRAFFIC AND VEHICLES" SECTION 66-41 "PARKING CITATIONS AND PENALTIES" OF THE CITY CODE TO PROVIDE FOR THE ESTABLISHMENT OF ENHANCED PARKING ENFORCEMENT AND COLLECTION PROGRAMS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance and set public hearing for October 6, 2020

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

Sponsor: Department of Financial Services

Attachment: Enhanced Parking Enforcement and Collection Programs

25. ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING DIVISION 1 "GENERALLY" OF ARTICLE VI "CODE ENFORCEMENT" OF CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE BY CREATING SECTION 2-347 "NEIGHBORHOOD IMPROVEMENT PROGRAM" TO ESTABLISH A NEIGHBORHOOD IMPROVEMENT PROGRAM TO ASSIST QUALIFIED RESIDENTIAL HOMEOWNERS THAT HAVE BEEN CITED BY CODE COMPLIANCE IN MAKING REPAIRS TO THEIR HOMES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance and set public hearing for October 6, 2020

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

Sponsor: Department of Planning & Development Services

Attachment: Neighborhood Improvement Program

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

26. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, urging and requesting the United States Congress to continue to fund the Federal portion of Unemployment Assistance Programs; providing conflicts and for an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Michael Hudak

Attachment: Unemployment Assistance Programs

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, October 6, 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

Monday, August 17, 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 AND PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Commissioner Hudak.

APPROVAL OF CITY COMMISSION MEETING MINUTES

Regular City Commission Meeting Minutes –August 4, 2020

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Appearance Board Meeting Minutes - January 22 & February 12, 2020

Planning & Zoning Board Meeting Minutes - February 6, 2020

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

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

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

Nays: 0

Mayor Ganz expressed condolences for the loss of Heywood Coleman, City employee, who recently passed.

AWARDS & RECOGNITION

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

Commissioner Hudak read the proclamation outlining the history of women's right to vote by Amendment 19. The US House of Representatives passed Amendment 19 on May 21, 1919 and US Senate on June 4, 1919. It became part of the US Constitution on August 18, 1920. Without much fanfare, Amendment 19 ended almost a century of struggle, protest, torture and prison time.

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.

Barbara Herrera, Waste Management, 2700 Wiles Road, Pompano Beach, thanked the Commission for the opportunity to provide the presentation on the update of a land use plan amendment (LUPA) which was filed with the County.

Monarch Hill Landfill – Vital Broward County Asset – Ms. Herrera said the parcel is a 500-acre site bounded by the Turnpike, Wiles, Powerline and Sample Roads which is believed to be a Broward County asset.

Monarch Hill – LUPA – Ms. Herrera said the LUPA is a 24-acre parcel; whereby, they are seeking a redesignation from electrical generation to industrial. Currently located at the site is the former Wheelabrator facility on the north side; it was originally a waste-to-energy facility. At this time, it is being operated as a trash transfer station. In order for the current use to be in compliance, they are seeking this land use designation because the current use is not consistent with current zoning. Eventually, after July 2023, the end of the Wheelabrator site, will be used for landfill disposal. Thereafter, she introduced William Laystrom, Waste Management council.

Monarch Hill Landfill – Aerial of 24 - Acre Parcel - Mr. Laystrom said he will provide the land use presentation throughout the County approval process. The property is located in unincorporated Broward County and must go through their land use process which is very similar to the City. The application has been filed with Broward County, but due to COVID-19, they have not had the first development review hearing. Once that occurs, they would go to the County Commission to request to go from an electrical generating plant for the area shown in red to industrial. All the property in the slide is land use industrial as is the property across the street. He continued to explain the steps necessary in the approval process which should take approximately one (1) year. For industrial land use, they have taken a look at water, sewer, electric, which are not needed with the current needs and uses and still little with the landfill. Regarding traffic, there are no anticipated changes.

Continuing, Mr. Laystrom provided the process with the County; i.e. rezoning application, site plan approval process and permitting at the federal, state and local level. Although it currently serves as a trash transfer station, it takes trucks from all parts of northern Broward County into larger trucks, municipal solid waste, to transport to the southern facility and burned.

AWARDS & RECOGNITION – CONTINUED

Monarch Hill Landfill – Currently Permitted – Mr. Laystrom said this slide outlines the current area that is land use industrial and over the course of the next 10 to 17 years it will be filled in for land use as the Monarch Hill landfill.

Monarch Hill Landfill – Proposed Land Use Change – Mr. Laystrom said this shows the landfill at full build out.

Monarch Hill Landfill – Mr. Laystrom outlined the materials collected at the landfill; construction and demolition (C&D) debris, municipal solid waste, yard waste, project driven materials and hurricane debris. The landfill operates as the closest place for disposal for hurricane debris; whereas, the distance to travel to the Broward County landfill in western Pembroke Pines would take double the time for Deerfield Beach. The additional parcel will allow for an additional four (4) to five (5) storms of debris. Over the last several years, they have worked on bird and odor mitigation as well as street sweeping. Thereafter, he outlined the focal areas for street sweeping and cleaning.

Monarch Hill Landfill – Bird Mitigation – Ms. Herrera said the landfill is adjacent to many beautiful communities and what they do has a potential to impact those neighbors. Bird mitigation has been near and dear to their hearts as avian pests can impact property values and quality of life. Therefore, they use falconry services; whereby, hawks and falcons are effective with scaring birds away from the landfill. This method has proven to be highly effective.

Monarch Hill Landfill – Odor Mitigation – Ms. Herrera said odor mitigation is very important to the residents around the landfill and Waste Management. The mitigation efforts are numerous, which she explained in detail. First, landfill gas collection is the primary form of odor control and are installed twice yearly. The gas collection and control system is monitored daily to ensure effective collection. Pin wells are shallow wells that capture potentially odorous gases. Other mitigation efforts include: misting, daily cover and limited schedule for odor-causing activities.

Monarch Hill Landfill – Street Sweeping – Ms. Herrera said street sweeping takes place across Wiles Road, going east from the landfill toward Powerline. This is important to Deerfield Beach because of the impact it could have on the drainage; as they do not want to block it and assure that it remains clear and free of debris.

Monarch Hill Landfill – Renewable Energy Creation – Ms. Herrera said they are a renewable energy landfill gas to energy site. She explained that the facility captures gases and powers about 9,000 homes daily. They are investing about \$1 million in additional flare capacity to not only enhance the program, but the odor abatement program, as well.

Monarch Hill – Vital Broward County Asset – Ms. Herrera said the future capacity of Monarch Hill varies as it depends on the storms. Currently remaining capacity is approximately 17 million yards; however, the LUPA will provide for an additional 7.8 million yards of vital capacity. She estimated that approximately 17 years of life and the LUPA will add about 7 more years which can vary depending on hurricanes. The proposal represents an increase of almost 9% total capacity at Monarch Hill which would allow handling of four (4) to five (5) storm events.

Monarch Hill Landfill – WM Community Outreach – Ms. Herrera outlined the communities she has visited in Deerfield Beach and Coconut Creek. Residents have been invited onto the landfill via tour and shown them the various systems, held Q&A sessions and meetings with district managers. Also, over the past 10 years, over 12,000 Broward County residents have visited during Earth Day celebrations.

Aerial Views - Ms. Herrera provided photos from the residences mostly impacted by Monarch Hill. The first photo showed the ground level view from Independence Bay across from the Wheelabrator facility. In the center is the building which is a shell of a building and is not used for waste to energy; however, currently there is a trash transfer station that services the Wheelabrator South facility. Additionally, from a higher altitude, it shows the lake, industrial area in the front, building in the back and the landfill. She also pointed out Sun 11 facility and the Waste Connections trash/transfer station they use. Ms. Herrera also provided

AWARDS & RECOGNITION – CONTINUED

views from Waterways.

Continuing, Ms. Herrera displayed a photo from the corner of Powerline Road and Wiles Road, which is where material is deposited on a daily basis. The material is above the tree line, but if driving next to it, you can only see the green on the top. She also displayed an aerial photo, which outlined the Wheelabrator facility on the right. The next photo is from Monarch Hill overlooking the City. The white building is the Sun 11 facility with the Waste Connections transfer station next to it.

Completion of 24-Acre Site – Ms. Herrera provided renderings of the area once the 24-acre parcel is completed. After some years, the facility will be green. Thereafter, she provided future renderings of views from Independence Bay.

Monarch Hill LUPA – Summary – Ms. Herrera said the proposed land use change is limited to the former Wheelabrator North plant. Monarch Hill landfill serves as a disposal backup to the Wheelabrator South plant now, but currently, the site is being used as a trash/transfer station as per the Broward County Waste Management Global Agreement, which is in place until July 2023. Utilizing the property for landfill capacity, will not extend the landfill beyond the borders of the current facility; however, they are maximizing the current footprint. She concluded the presentation reiterating the current uses; thereafter, she entertained questions of the Commission.

Mayor Ganz said Ms. Herrera has done an outstanding job with outreach, but his experiences with Waste Management have not been the best. For example, with the last fill in, at Powerline and Green Road, many things were promised as well as no impact on the City but it has had a tremendously negative impact. Residents have complained about dust, dirt and debris. Everything that is being proposed, like street sweeping and property maintenance should already be in place. He credited Ms. Herrera for odor mitigation as it has been improved with her onboard and she has been very responsive; nonetheless, it has not gone away and is still a problem. Whereas, adding another 24-acre parcel of more garbage will not change that except make it worse. Mayor Ganz further commented on the negative impact to the residents and the proposed LUPA will kill any opportunity for north Broward to have a waste to energy plant in the future. The plant is not the issue, but the garbage is; therefore, he will be advocating against it to the County and Planning Council.

Commissioner Drosky said the countywide Solid Waste Taskforce is composed of County members, Commissioner Fuhr, municipal representatives and Waste Management. They have not come to any conclusion and are debating alternatives which one could be waste to energy. He then asked why the land use designation would be done now without knowing what the Solid Waste Taskforce will recommend; once the designation is changed, it seems that it will be gone forever if the Taskforce decides.

Mr. Laystrom replied that under the global agreement with the County, Waste Management has to use the property for trash transfer through 2023 and County staff has advised that it is not a permissible use in the electrical generating category. For the purpose of continuing the trash transfer alone, Waste Management has to have the industrial designation changed. Also, he advised that he has been involved for many years and outlined the requirements for their contracts under the South Wheelabrator Plant; whereas, they are not permitted to use the property for an electrical generating plant. This was a contractual requirement entered into as part of the transition. The reality is that the south plant has about 830,000 tons available burning capacity every year for which they are using about 730,000 tons. Mostly C&D material is done at the facility which is not burnable but a landfilling material. An additional burner can be added to the south plant which provides between 200,000 to 250,000 tons of additional annual capacity if needed. He explained that over the years, Broward County has gone further away from waste to energy plants and the demand went down significantly over the last 10 years which is why the plant was no longer needed. If the County has another use, all uses would be covered by the industrial land use designation being proposed, i.e. recycling, landfill which is important to the County. The property as an electrical generating plant will not proceed because of their contractual obligations with Wheelabrator South.

Commissioner Drosky asked when the parcel would be infilled and the timeline to tear down the existing Wheelabrator facility.

AWARDS & RECOGNITION – CONTINUED

Mr. Laystrom replied that they would like to tear down the existing facility rather quickly because it is an old abandoned facility. All the parts and most of the equipment that was of any value was sent to the south facility so they could use it both as spare parts and interchangeable parts for the south Wheelabrator facility. Thus, he anticipated that the land use amendment would take about a year, site planning around 6 to 12 months, permitting about a year after and right now, Waste Management has about 16 to 17 years to fill the existing facility.

Commissioner Drosky said once the additional parcel is filled in, there will be more garbage, debris and dust. He expressed concerns with the trucks going through Green Road and Military Trail; thereafter, he provided photos of the area. The signs indicate “No Thru Trucks” and are at all four (4) geographic corners of the location. He said the first time the sign is visible it is too late and trucks are traversing in these areas, and debris is flying off the trucks. Many residents in this area are complaining of garbage in the swales and medians. He asked if additional signage can be provided to make sure trucks are not going on roads they do not belong. As a result, there is additional debris mitigation being caused by the trucks; whereas, the fill-in will create more debris.

Ms. Herrera said Waste Management will be happy to explore whatever they can to assure there is clear signage in those areas. Also, they can instruct their trucks to not take that road. As for the traffic studies conducted thus far, there will not be any additional landfill traffic because it is not as if the area will be filled at once, it is done in cells. The traffic going in and out right now will be about the same in the future. In case of a major storm, there will be more queuing space at the landfill once the design is done. She reiterated that Waste Management will be happy to work with the City on the signage and cleaning of the areas which is being done right now. The street sweeping is being done now as it was part of the conditional approval for the facility approved by the Commission in February. Lastly, she advised that they collect any visible litter along Powerline Road now.

Commissioner Drosky said the borders of the project need to be expanded as three (3) of the four (4) corners of the intersection at Powerline and Green Road are City and the northwest corner is the County. He asked that Waste Management work with staff and the Commission on not only better signage, but better debris mitigation through the corridor and even south toward Sample, will help alleviate a lot of residents' concerns.

Mr. Herrera said Waste Management would be happy to work with him and the County to assure these mitigation efforts are implemented.

Vice Mayor Parness commented on the ownership of Green Road being with the County. Additionally, he said until the cities decide on building a burning plant, we are stuck with garbage. The proposed LUPA is not something that the City has to decide on right now as the process will take some time. In the meantime, the garbage goes to the landfill and may be that way for the next 10 years. He said it is not a good idea to say no to something upfront when the future is unknown.

Commissioner Hudak said he visited the landfill last week and is impressed with the site. He said by not expanding the waste to energy program and eliminating a facility that can be used for it is shortsighted. No one has been able to answer why eliminating the potential facility as opposed to retrofitting it and building the program back up. Between 10 and 17 years, there may not be space and the decisions made now will have serious adverse effects to the future Commission. Therefore, he agreed with Vice Mayor Parness. Lastly, he asked why Waste Management is not looking to expand the waste to energy program in northwest Broward as opposed to eliminating it.

Commissioner Preston said his understanding was that tonight's presentation did not require any action. Thus, the information provided should be considered by the Commission when moving forward. He asked the timeframe on when the Commission would have to make a decision.

Mr. Laystrom replied that it will go through the County's approval process and the City's participation will be in the form of input at the Broward County Planning Council along the way; possibly a year or so. Nevertheless, they are open for discussion at any point during the process and would be willing to meet

AWARDS & RECOGNITION – CONTINUED

with additional residential groups if necessary. Furthermore, he said although nothing will come before the City Commission formally, the Commission could adopt a resolution to support or not and is the only action to take place. Mr. Laystrom also offered to come back to the Commission with an update in the next 3 to 6 months and respond to street sweeping and signage on Green Road, a County road. He said they will work with the County to have additional signage installed and can fund those signs as well. The signage could be installed on the west side of Powerline Road on Wiles going east.

Commissioner Preston said the information provided by the Commission is beneficial as it gives a clearer picture moving forward and outlines concerns. Thereafter, he asked that the Commission be kept abreast of what happens so the Commission can anticipate the challenges and in turn, be mitigated by Waste Management.

Mr. Laystrom said they will follow up on the comments received today and provide a written update on the land use plan process and their responses on a quarterly basis to the City Manager. Once the Commission receives the update, they can advise whether Waste Management should return or address concerns with staff.

Commissioner Preston agreed and asked the Commission their stance.

Mayor Ganz said he does not have an issue with more information coming forth. He provided his past experiences with Waste Management and said the garbage has been moved closer to the residents and has had a negative impact. The Commission does not have the opportunity to wait and see but needs to get ahead of this early. The last time this was done and what is currently being experienced, he does not support at all. It is disappointing that West Management is trying to do this now knowing the conversations that are occurring. There have been many bad deals with the County and hopes it does not repeat itself. Lastly, Mayor Ganz said moving forward at this time is a mistake and it is disappointing that Waste Management is proposing it and the need for that site could have much more impact on the City than just filling it in.

Commissioner Preston said moving something like this closer to people could present a challenge to him, but the Mayor has experience and wisdom and the Commission should be open minded to the Mayor's comments.

PUBLIC COMMENT

Amie Kay Tanner, 111 SE 5th Avenue, Deerfield Beach, said the garbage collectors do a fantastic job in her neighborhood and never leave anything on the ground. It is a hard job, but she is very proud of them.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 3. Resolution 2020/103 - 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.**

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed on Items 3, 5 – 9.

There was no discussion amongst the Commission.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS – CONTINUED

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Items 3, 5-9 in concert. Roll Call:

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

Nays: 0

- 4. Resolution 2020/104 - 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)**

The Resolution was read by title only.

David Santucci, City Manager, advised that due to vulnerabilities with City's current vendor for utility bill online bill payment service, he recommended the approval of a new contract with Paymentus for this service. Thereafter, he provided background on the requirements leading to the selection of Paymentus: high level of assurance for security, compatibility with the City's existing ERP system and cost effective. After evaluating a few systems, the Chief Information Officer recommended Paymentus and he concurred.

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

There was no discussion amongst the Commission.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Item 4, adopted Resolution 2020/104. Roll Call:

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

Nays: 0

Items 5 through 9 were approved along with Item #3, see vote record above.

- 5. Resolution 2020/105 - 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.**
- 6. Resolution 2020/106 - 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.**
- 7. Resolution 2020/107 - 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)**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS – CONTINUED

8. **Resolution 2020/108 - 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*)
9. **Resolution 2020/109 - 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 [FY 2021]*)

DEPARTMENTAL BUSINESS

10. **Resolution 2020/110 - 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.**

The Resolution was read by title only.

Cassi Waren, Assistant Director of Parks & Recreation, provided a brief presentation on changes to the cemetery rules and regulations.

Purpose and Highlighted Changes – Ms. Waren explained that the current rules and regulations were adopted in 2015 and are being revised to bring clarity to staff and customers. The highlighted changes include: additional definitions; revision of current definitions; addition of changes of rules/regulations; and service fees/charges.

Added Definitions and Revised Definitions – Ms. Waren said three (3) new definitions have been added: dependent, family member, and minor. Dependent is a new qualifier and did not exist before; qualifications are based on applicable IRS regulations. Family member is defined as a grandparent, parents/legal guardian, siblings, spouse, domestic partner, children or grandchildren. Lastly, the definition of a minor is a person under the age of 18.

David Santucci, City Manager, said the purpose of these definitions are to provide clarity and recognize that the different groups of individuals would be able to receive the resident rate for burial.

Continuing, Ms. Waren said the definition for resident has been revised. It is now defined as a person having his/her place of residency within the City at the time of purchase or death. There are a number of ways one can show proof of residency. Ms. Waren outlined the current ways to show proof of residency: valid Florida driver's license, state issued identification card, Broward County voter registration certificate and others. Additional alternatives also include declaration of domicile and homestead exemption, instead of property ownership.

Revised Definitions - Continued – Ms. Waren continued to outline the revised definitions. She explained that for a dependent/minor, a parent or legal guardian may establish residency of a dependent or minor by providing proof of guardianship or applicable IRS tax documents. Those living in nursing facilities, nursing homes or assisted living facilities, if living in one outside the city's boundaries, they may be considered a resident by providing proof of residence status showing they lived in Deerfield Beach immediately preceding the move to the listed facilities. If a facility is within the city's boundaries, they must provide the most recent copy of an invoice or bill. Also added, the City reserves the right to request additional documents in an

DEPARTMENTAL BUSINESS – CONTINUED

affidavit under oath, declaring representations made to the City regarding residency are true.

Additional Rules and Regulations – Ms. Waren outlined additional rules and regulations: interment instructions/notice, plot reservations and violations. The interment instructions must be filled out by the funeral home and provided to the City at least two (2) business days prior to the cremation/interment. There are exceptions but will be determined by the director and subject to additional charges. Plot reservations now provides that a family member has 90 days to hold and pay for plot next to deceased; the hold is removed after 90 days. Further, there is now the opportunity to reserve the plot before death.

Additional Rules and Regulations - Continued – Ms. Waren outlined the violations. First, if a funeral home fails to provide timely notice per section 3.03, Interment Instruction, within two (2) business days, it can result in a delay of interment and/or expediting fee. The fee will be set forth in the fee schedule. Additionally, if a funeral home has three (3) or more violations in a 12-month period, the City Manager now has the right to suspend business if decided.

Service Fees/Charges – Ms. Waren said the service fees and charges are now set forth in the fee schedule; a revised fee schedule will be brought before the Commission soon. Until then, the current fees in place are effective. Payment for service charges must be paid at the time of issuance of the order for the interment or removal at least two (2) business days prior. Overtime charges will be assessed for any services before or after normal burial business hours. She advised that normal burial business hours are from 9 am - 2 pm Monday through Friday. Thereafter, she entertained questions by the Commission.

Vice Mayor Parness asked if he could purchase a plot and not use it for five (5) years.

Ms. Waren replied yes, that is a change to the policy.

Commissioner Preston commented on the requirements to prove residency; whereas, there are people who live in rooming houses and do not have the typical residency status. He said those people should also receive the residency rate at the time of death. He read from the regulations and asked that it include alternate information instead of additional written documents.

Mr. Santucci said the spirit of the sentence is to recognize Commissioner Preston's stance and agreed with amending the clause. Some may not be able to produce the documents listed but may have other documents to substantiate their residency claim.

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

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 10 as amended, adopted Resolution 2020/110. Roll Call:

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

Nays: 0

11. Resolution 2020/111 - 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.

The Resolution was read by title only.

David Santucci, City Manager, outlined Item 11, a renewal of the contractual services agreement with Calvin Giordano & Associates (CGA) to provide building services. Eric Power, Director of Planning & Development

DEPARTMENTAL BUSINESS – CONTINUED

Services, and CGA staff are here to present the item.

Background – Mr. Power briefly outlined the City's history with CGA which began in 2015 to replace the building department. He also outlined the functions of the department: building plan and inspection review for structural, mechanical, electrical and plumbing permits, and others. The initial contract allowed five (5) years of service and is set to expire; however, it allows for a one-time five (5) year extension.

Current Compensation – Mr. Power provided the current compensation structure for the past four (4) years; whereas the current contract is split 15/85 with 15% going to the City's Building Trust Fund and 85% going to CGA. Each year, the City maintains 15% regardless of any increase to building revenue; albeit, there has been an increase in the last few years. He explained that over the past 12 years, the City has not averaged \$3 million; however, since rates and permits have increased, staff expects an average of \$3 million to \$4 million even in lean years. Mr. Power outlined the permit revenue for 2019 which is an anomaly but was the best year and the City's return was just over \$1 million.

Proposed Compensation – Mr. Power said in order to move forward, it was determined that the City must collect a minimum of \$750,000 to \$1 million every year to fund the Building Services Fund. Therefore, during negotiations, the City proposed retaining 25% of permit fees while CGA would retain 75% for the first \$3 million of permit revenue. Afterward, the City would only retain 10%. The City would then achieve the \$750,000 needed for the fund.

Mr. Santucci said the \$750,000 to \$1 million pertains to the City's expenses related to the building fund. This will allow the City to recoup those costs quicker and at a higher rate of guarantee.

Permit Revenue from Inception – Mr. Power outlined the projected revenue if the proposed contract was in place from 2016 – 2019. The spreadsheet shows the amounts that would have been allocated to the City and CGA. In each scenario, the City would have exceeded the required fund amount. Thereafter, he commented on the differences each year. The intent of proposed contract would allow the City to retain the funds needed even when revenue is not as high.

Additional Notes – Mr. Power said the City has to follow State Statutes; thereby, the building fund is regulated and can only be used for building activities and not general government activities. Mr. Power explained what the building fund can be used for: pay for building permit review and inspection, administrative costs, imputed rent and others.

Additional Notes - Continued – Mr. Power said there was a recent revision to a State Statute that further discussed the allowable activities and costs for building revenues; however, it does not apply to the current contract. Notwithstanding, the State will no longer allow for city contracts or expenses to be waived, even with Commission approval. This means that staff must find ways to fund building projects on City property. In discussion with CGA, they believe the City can be charged 50% of the cost of the permit and essentially, it would pay for the cost of the review without contributing to overhead, burden or profit of CGA.

Plan Review Activities/Hours – Chris Giordano, Vice President CGA, provided a graph showing plan review activity and plan review hours from 2016 – 2020 which line up with revenue from those years. He advised that activity has increased by 28.37% and review hours by 30.72%. Furthermore, the change between the plan review hours and activity led to more complexity due to larger development projects. In summary, over 15,000 plan reviews are being completed yearly.

Inspection Data Activities/Hours – Mr. Giordano provided inspection data to include activity, which is also spiking as well as the inspector hours; whereby, on average, there are about 34,200 yearly. Inspection activity has increased 82% over the initial term of their contract and hours by 118%. He noted that the increase stemmed from complex development projects.

Total Staff Data Activities/Hours – Mr. Giordano outlined staff activity and hours; activity has increased 61% and staff hours 22% from 2016 – 2020. The total staff cost per hour has increased by 15.84%; most recently, those costs have been due to health insurance, fuel and insurance. The most recent impact is

DEPARTMENTAL BUSINESS – CONTINUED

due to COVID-19 via PPE and less efficiencies due to social distancing.

Permit Review Times – Mr. Giordano outlined the permit review times for varying criteria. All the criteria are well within the allotted timeframe of 30 days as outlined in the Florida Statutes; the longest timeframe is new construction, 7 – 10 days.

Contractual Service Benefits – Mr. Giordano said cost control-risk reduction is one of the benefits of contractual services; whereas, with the decrease in permit volume, it is up to CGA to staff the department. The staff does fluctuate as the work increases and decreases, yet, CGA staffs accordingly to assure a high level of customer service. Additional benefits include the City retaining its percentage of permit fees regardless of operating costs, the City never having department labor costs that exceed revenue and others.

Contractual Service Benefits - Continued – Mr. Giordano continued to outline contractual service benefits: fluctuating workload control whereby, CGA will bring staff up or down to balance workload and cover for anyone out on leave. Also, CGA is responsible for hiring, benefit costs, unemployment costs and others. Mr. Giordano concluded by outlining some of the compliments received by customers for their assistance.

Thereafter, questions were posed by the Commission.

Commissioner Drosky said he understands that building services is not a revenue source for the City and can only collect revenue that supports the building fund; thus, a 50/50 split cannot be justified. He asked if Mr. Power is comfortable with \$750,000 covering all the City's costs.

Mr. Santucci replied that the \$750,000 would be a minimum amount that the City needs to fund its portion of the expenses. In the busier years, it would take a little more to properly fund the expenditures but more would be received.

Commissioner Drosky spoke in support of the proposed contract as CGA is able to add or reduce staff when activity increases or decreases; government could not respond as quickly if the operation were in-house and flexibility would not be the same as it is with CGA.

Commissioner Hudak agreed with Commissioner Drosky on flexibility. He asked for clarification on the true-up as there has been confusion in the past. Also, he asked why CGA decided to relinquish additional funds by reducing their percentage share.

Mr. Power replied that there is a true-up and what has occurred over the last five (5) years is that staff produces a projected budget revenue for the year. That budget revenue is a little different than the budget revenue his department would have because it is the amount of money to be spent on programs and projects. Staff provides the building revenue projection as no one is aware of what will come and typically include traditional functions like DRC, the economy, etc. Some projects cannot always be predicted, like remodels for Target and Publix; thus, the projections for the last couple of years have been lower than the reality of the building revenue. This will eliminate the true-up, which is the difference between what staff projects and reality. CGA would be paid in arrears so at the end of the month, staff would review and approve the revenue then send 75% to CGA; after \$3 million, 90%. He advised that this does eliminate the need for the true-up and what the City has to do every year to approve those additional funds.

Mr. Santucci said it also forces staff to monitor the performance of the contract on a monthly basis.

Regarding additional funds, Mr. Giordano replied that CGA did not want to negotiate the contract to these rates but see Deerfield Beach as a good partner and since it is a five-year renewal, it is worth it to keep the relationship going. He also commented on the spike in building activity being unexpected; whereby, the current contract was appropriate in comparison with the proposed contract which correlates properly.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed. Thereafter, he agreed that eliminating long term liability in building services is a good thing. He

DEPARTMENTAL BUSINESS – CONTINUED

also asked staff to discuss some of the performance measures and credited staff for their work on negotiating the contract.

Mr. Power said the performance measures for the building department are based on how quickly and efficiently plans are reviewed, returned to customers and the time it takes to satisfy inspections. These are measures that developers look for and homeowners appreciate. The State allows 30 days total which is a lot of time and Deerfield Beach does not allow it; thereafter, he outlined the time allowed for the completion of a permit.

During the vote, Commissioner Preston commented on Code Compliance and how his district faced many challenges with Code; however, after working with staff, they have worked on promoting good communication within the community and mitigate those challenges.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Item 11, adopted Resolution 2020/111. Roll Call:

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

Nays: 0

12. Resolution 2020/112 - 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.

The Resolution was read by title only.

Eric Power, Director of Planning & Development Services, provided a brief presentation on the Code Compliance contract and renewal with Calvin Giordano & Associates (CGA).

Background – Mr. Power said the contract with CGA began in 2015 to perform code services for the City. The code contract is structured differently than building. There is a set amount of money specifically stating the number of employees allowed for code services. The initial contract included one (1) code supervisor, five (5) full-time inspectors, one (1) part-time inspector which was later changed to another full-time inspector and two (2) legal clerks. Over the course of those five (5) years, amendments to the contract have been approved by the Commission; whereas, a solid waste inspector was approved in 2018 and 2019, an administrative assistant.

Current Compensation – Mr. Power outlined the current compensation. The initial contract was \$942,178; the solid waste inspector which is paid from the Solid Waste Fund, \$110,000; and the administrative assistant, \$75,000; an overall total of \$1,127,178.

Improvements to Code Compliance Process – Mr. Power outlined improvements to the code process from 2016 – 2020: courtesy notice process which gives residents a chance to come into compliance before being cited; created housing standards for Code of Ordinances; new information pamphlet in four (4) different languages, customer service training and others.

Improvements to Code Compliance Process - Continued – Mr. Power provided metrics for Code Compliance and the most important metric to him is compliance that is adhered to prior to special magistrate. This means there is a relationship and open communication with the property owner and compliance inspector whereby, a resolution was found. Thereafter, he continued to outline other improvements.

DEPARTMENTAL BUSINESS – CONTINUED

Code Incidents – Mr. Power provided a City heat map highlighting code incidents from lowest to highest density. This map shows that Code is commonly in commercial areas; nevertheless, the cases are spread out.

Additional Services During COVID Pandemic – Mr. Power outlined additional services provided during the pandemic; however, no additional costs have resulted from COVID-19. Mr. Power also outlined other services: code service after hours up to 10:00 p.m., the County Interlocal Agreement has been implemented, their department has the most proactive cases in Broward County with over 1,200 cases and partnership with BSO to address after hour and late night violations of emergency orders.

Total Number of Warnings and Citations Issued – Mr. Power said this is a screenshot of the County's map and Deerfield Beach is up to over 1200 resolved cases and 200 warnings and citations issued. Deerfield Beach's Code Compliance is the most proactive in the County right now. He advised that they are focusing on commercial cases, providing information and monitoring their activity.

David Santucci, City Manager, said when the interlocal agreement was authorized, the objective was to assist with funding code enforcement COVID related activities; however, he does not believe the County envisioned what Deerfield Beach was going to do. He opined on the approach the County took; thereafter, he outlined the City's approach in being proactive, even before the agreement. Mr. Santucci encouraged the review of the business COVID GIS map via Broward County, as it will likely show that Deerfield Beach has many more resolved cases than any other city. The cases were initially not showing as resolved, but in a different category and it appeared that the City was not aware of what was happening which was not the case. Nevertheless, changes have been made, so it now shows that the cases were proactive. Lastly, he advised that Code has been doing about 1200 proactive cases weekly.

Service Enhancements – Mr. Power outlined other duties of code officers: attend all district meetings, participated in neighborhood walk-through tours and others.

Contractual Cost v. In-House Cost – Mr. Power provided a spreadsheet outlining code services and the costs if code compliance was a city function; whereas, there would likely be a 2.5% conservative increase each year. Over a 10 year span, the City would end up paying more than \$1.2 million in additional expense if the contract were not flat rate as it is with CGA. Therefore, staff is not requesting a renegotiation with CGA, but asked that the one-time five-year contract be approved.

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

Commissioner Hudak said Bernard Pita is an exceptional employee, he is very cordial and attentive to the needs of the residents. Commissioner Hudak asked about the cost of the administrative assistant being \$75,000.

Mr. Power replied that when the item was presented to the Commission last year, an exercise was done to determine the total cost of an employee. It is not just an hourly wage, but there are benefits and insurance as well as other costs along with the assumption of a raise over time which equates to around \$75,000 to \$80,000. Therefore, the request from CGA was fair and the first year of that employee, the pay would not be \$75,000, but possibly over the course of a couple of years and would extend beyond that rate later. He advised that the rate of \$80,000 proposed by CGA was negotiated to \$75,000.

Mayor Ganz commented on the history of Code Enforcement being contracted out, from the Broward Sheriff's Office and now CGA. He said no one has ever been entirely happy with Code Enforcement, but overall, they do a very good job. Further, Code Enforcement is not paid based on the number of citations, it is a flat rate fee no matter who oversees the operation. Also, the City does not make any money and is more beneficial to resolve matters before it goes to the magistrate or beyond. Thereafter, the public hearing was closed.

DEPARTMENTAL BUSINESS – CONTINUED

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item 12, adopted Resolution 2020/112. Roll Call:

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

Nays: 1 - Commissioner Drosky

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.

The Ordinance was read by title only.

David Santucci, City Manager, advised that the City currently has an ordinance establishing an unsafe structures board; however, there has been great difficulty with filling the board due to the required qualifications of the board members and the amount needed. The purpose of the board is to make recommendations on private properties within the City considered unsafe whereby demolition is recommended. Due to the hardship, staff recommends the use of an alternate board via the County.

Mayor Ganz spoke in support of the proposed ordinance. Thereafter, he opened the public hearing; however, there were none to speak and the public hearing was closed.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 13 on first reading. Roll Call:

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

Nays: 0

14. Resolution 2020/113 - 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.

The Resolution was read by title only.

Anthony Soroka, City Attorney, advised that the previous extension expires today, and the Governor has extended the state of emergency through at least September 7th.

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

Commissioner Hudak asked why the Commission would extend the order until September 17th if the Governor has only gone through September 7th.

Mr. Soroka replied that because of the City Commission's schedule, the next meeting would be September 3rd, and the Commission is not required to follow the Governor's lead. The Commission has another meeting on September 14th; whereas, the Commission has the ability to extend for 30 days which has been the case.

DEPARTMENTAL BUSINESS – CONTINUED

Commissioner Hudak asked if the Governor does not extend past September 7th, can the Commission still have a virtual meeting thereafter.

Mr. Soroka replied that the Commission has the ability to revoke the local state of emergency upon a vote of the Commission and can be done at its discretion.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item 14, adopted Resolution 2020/113. Voice Vote:

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

Nays: 0

COMMENTS BY ADMINISTRATION AND LEGAL**15. Discussion and potential action regarding extending the suspension of recycling curbside pickup.**

David Santucci, City Manager, advised that there was a prior discussion to suspend the recycling curbside program. The City Commission was provided various options and decided to suspend the program until October 1, 2020. At that time, Waste Management representative did not have the ability to approve a suspension past October. Follow up discussions occurred with Waste Management and agreed to an extension till January 1, 2021. After the presentation, the Commission will be asked to make that decision.

Overview – Chad Grecsek, Director of Sustainable Management, said in June, the City Commission approved the suspension of the curbside recycling program until the current fiscal year due to ongoing excessive contamination and escalating processing costs. The costs have escalated approximately 800% from September 2019. To allow continued recycling, additional recycling drop off centers were implemented, on the west and east side of the City; those containers are being utilized and serviced twice weekly. Unfortunately, there is some contamination as shown in the photo from the east drop off location; whereby, garbage and other non-recyclables were disposed. Mr. Grecsek outlined several benefits: an uptick with drop off to the Central City Campus Center and cost avoidance of about \$30,000 monthly which should continue through the remainder of the fiscal year. Other communities are following suit and suspending their recycling programs.

Current Actions – Mr. Grecsek said staff is recommending the continuation of the program's suspension through the end of the calendar year as market conditions have not changed and there is still contamination; nevertheless, anticipated cost avoidance is estimated at \$100,000 for that three (3) month period. Staff continues to audit commercial and multifamily containers; those that exhibit excessive contamination are being removed from the program. Additionally, staff will continue to promote utilization of regional drop off centers, educate on recyclable items/materials and modify as needed. In the near future, staff plans to implement a solid waste specific mobile application which will enhance the communication to the customers, which he outlined. Moreover, staff would like to find ways to reinstitute a sustainable curbside recycling program, i.e. modify program materials, collection frequency, means to enforcement and other options. Lastly, market conditions will be monitored continually but there are no expectations of improvement and negative impacts from the pandemic are ongoing.

Commissioner Hudak asked about the waste to energy program that Coral Springs has decided to utilize and whether the City can do the same.

Mr. Santucci replied that the only waste to energy facility available to the City is down south. From a cost savings perspective, realizing that all the facilities the City uses to drop off recyclables and solid waste is located within City limits or unincorporated Broward off Green Road. Going to the south site would have significant operational impacts from a travel perspective. During the conversation with Waste Management, he found it interesting that they are using the old waste to energy plant as a transfer station to bring those materials to the south waste to energy plant; therefore, staff can look into it.

COMMENTS BY ADMINISTRATION AND LEGAL - CONTINUED

Commissioner Drosky asked about the cost savings as they differ between the backup [\$50,000] and presentation [\$33,000].

Mr. Grecsek replied that an official invoice has not been received from Waste Management so the \$50,000 is more of a projection and \$33,000 is a little closer to actual.

Commissioner Drosky said the longer the program is suspended, the harder it will be to reinstitute a meaningful curbside program; whereas, in his neighborhood, people are using blue bins regularly for garbage. Thereafter, he commented on the high contamination rates at the east and west drop off. Also, Commissioner Drosky outlined the meetings he attended with Waste Management, residents and homeowner association to educate the public; however, contamination rates remained the same. He explained how non-recyclable items are going into the landfill and increasing the carbon footprint. Lastly, he said he has his doubts that a realistic curbside program can be done in the future and any alternatives, waste to energy, could be developed with other sister cities.

Mr. Santucci asked that the Commission consider extending the suspension until January 1, 2021.

Anthony Soroka, City Attorney, asked that it be done by motion, so Mr. Santucci can execute the document.

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

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to extend the suspension of the curbside recycling program until January 1, 2021. Roll Call:

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

Nays: 0

CITY ATTORNEY – No Report.

CITY MANAGER

Resignation – Mr. Santucci advised that Preston Pooser, Parks & Recreation Director, provided his letter of resignation and will be moving onto the City of Ocala. He recognized Mr. Pooser for all his assistance during the time whereas he came at a challenging time.

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

Anthony Soroka, City Attorney, outlined the location of the property, four-acre parcel off SW 10th Street, just east of I-95. Also, the FARDA attorney is available to speak.

Michael Marshall, Gunster's Law Firm, 450 E. Las Olas Boulevard, Suite 1400, Fort Lauderdale, said he is representing DRP Finance, LLP, who is the subleasee under the master lease agreement between the City and Florida Atlantic Research and Development Authority. His client respectfully requested a nine-month extension on the lease agreement due to the ongoing COVID-19 pandemic. Thereafter, he commented on the impact of COVID-19 on people and the economy. Mr. Marshall said DRP spent the first six (6) months of the most recent 12-month extension period negotiating a deal with Broward Health for development of the additional property pursuant to the lease. Unfortunately, the deal was never finalized due to reasons including the coronavirus outbreak; essentially, the first half of the extension period turned out to be a complete loss of time. He outlined the impact on COVID and the difficulty to conduct business. Though they are trying to find ways to move forward, the pandemic has continued for nearly six (6) months which is the entire second half of the 12-month extension period. Market research has confirmed that over that duration, there have not been any land sales, no lease deals within the

ADDENDUM – CONTINUED

vicinity of the area that is the subject of the lease agreement unless deals were already committed to and in place before the pandemic.

Continuing, Mr. Marshall said they understand how much the City wants to see movement, same for DRP; however, over the last six (6) months, it has been nearly impossible to market the property. Market activities could pick up as shown over the past few weeks with phased reopening's of businesses but is still evolving. If the extension is approved, DRP can initiate a very aggressive marketing strategy with a new urgency and bring a close to this development undertaking. The request is reasonable and appropriate on the basis of the COVID-19 pandemic alone, but DRP is offering a payment of over \$46,000 to the City for use in any manner. He advised that Mr. James Egan, DRP Finance is also in attendance to assist with questions. Lastly, he reiterated the immediate launch of a marketing process to make something happen with the property.

Vice Mayor Parness said he would like to grant the extension for the following reasons: continued negotiations could result in a transaction in weeks or a month; possibility of an educational facility; \$46,000 from DRP; and to sell the land, a referendum from the voters is required. If the problem is not resolved, the Commission could submit the referendum question at an upcoming election.

Commissioner Preston said whatever is built there, should serve the community in the area as it should be a benefit for his district.

Mr. Soroka said a building permit was supposed to be submitted for the parcel by August 22nd which is why it is before the Commission for consideration. Also, the lease is with FARDA, DRP is the subleasee and asked Mr. Marshall to confirm what DRP has submitted in writing, as there are certain restrictions with what can be done on the property with respect to public purpose and would have to go through the white paper process. If the Commission grants the extension, he recommends any approval of the extension be subject to a waiver by FARDA and the underlying subleasee of any future extensions as a result of the pandemic or otherwise, with the language being acceptable to the City Attorney. Further, FARDA would have to agree and sign off.

Commissioner Drosky thanked Mr. Marshall for attending. He said FARDA and DRP have not done anything to warrant this extension. The aggressive marketing should have been done well before now, with or without COVID-19. He said something should have been done before to show good faith and intent to move the property. After reading the letter provided by Mr. Marshall, if the case goes to court, there is a possibility that the judge would consider the pandemic; therefore, he asked that the Commission consider that aspect as well. Before he considers an extension, not only would the contract waiver have to be agreed to, the pro-rated rent would also have to be paid, but he would also like an identical rent contribution to the Neighbors Helping Neighbors program to show that they are truly a community partner.

Mr. Marshall said he does not have the authority to agree to any additional monetary payments but assured the Commission that the client is committed to bringing in a use that would serve the community. There are limitations by Florida Statutes for uses within an R&D park which have proven a challenge over time and there are other restrictions placed on the property when acquired from the Florida Department of Transportation (FDOT). Nevertheless, the client has the best intention and has acted in good faith throughout the duration and have met their financial obligations. While there have been opportunities, some panned out, some did not; whereas, he mentioned the jobs brought to the City through People's Trust.

Commissioner Drosky said he does not believe an effort has been made; however, though things have gone on longer than expected, there must be a commitment to the City. Also, the conditions he laid out must be agreed to for him to vote affirmative.

Mr. Marshall said he is not near the client who would have to make the decision.

Mayor Ganz said while COVID has been the nemesis for the last six (6) months, he asked why the client has not done an aggressive marketing campaign for nearly 15 years.

ADDENDUM – CONTINUED

Mr. Marshall said he has not been involved for 15 years, but has worked on the Boca campus; whereas, there are challenges on both campuses with the use of restrictions and other terms and conditions, the approval process, tracks process, etc. It is not an easy task and marketing challenge and when the details are provided to interested parties, it impedes finalizing the deal. Though he cannot make any guarantees, the intent is legitimate and whatever time is afforded to them they will do what is necessary to make up for lost time.

Mayor Ganz opined that DRP has paid more attention to the Boca Raton property instead of Deerfield Beach and only communicates when the renewal is needed; therefore, the lack of participation is disappointing.

Commissioner Preston expressed his disappointment that the client is not available to answer questions.

Mr. Marshall said he communicated with the client who is watching a delayed video; notwithstanding, he will try to bring him in and update him.

It was the consensus of the Commission to move onto Item 17 until Mr. Marshall's client could respond to their questions.

CITY COMMISSION BUSINESS**17. Discussion regarding the Community Participation Grant Program and the process for selecting and awarding funds.**

Commissioner Drosky said he thinks it is time for staff to take over the grant program process. Each commissioner received a binder with all the information and the Commission rarely makes an initial ranking for bids, selection committees, etc.; there is always a vetting process before it reaches the Commission. Therefore, he would like the initial review done by staff as they work with these entities regularly starting this fiscal year, 2021.

David Santucci, City Manager, said staff has no objections as it is very common for staff to make the recommendation on distributing grant funds. He advised that as it stands today, the item would come before the Commission in September for each commissioner to complete their rankings and have dialogue on the dais to decide on distribution of grant funds as proposed in the FY21 budget. If the Commission wants staff to make the recommendation and analysis, the recommended budget would ensue and adoption at the will of the Commission and staff could subsequently make the recommendation based on the funding provided.

Commissioner Preston spoke in support of the process; however, there needs to be flexibility so elected officials can amend the grant funds based on need. Therefore, he asked how that aspect would be handled, directly with staff or by way of the City Commission.

Mr. Santucci said the framework needs to be worked on. He envisions the same application period would stand, the agencies who submitted a request for grant funding would be vetted by staff with a recommendation to the City Commission for consideration and review. Therefore, the Commission would have input during the public discussion. The policy change would have to be presented to the Commission at a future date.

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

Commissioner Drosky advised that it was never the intent that staff's decision would be final, but the Commission would have the final say. Staff would do the initial research and rankings and then the Commission would decide.

Anthony Soroka, City Attorney, said it will be brought back to the Commission at the next meeting.

CITY COMMISSION BUSINESS - CONTINUED

Commissioner Hudak asked if the initial rankings will include the dollar amounts allocated to each party.

Mr. Santucci replied yes, staff would make the recommendation of the organizations to receive funding and the amounts.

MOTION was made by Commissioner Drosky, seconded by Commissioner Hudak to direct staff to perform the initial rankings on the Community Grant Participation Program. Voice Vote:

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

Nays: 0

ADDENDUM – CONTINUED**16. Discussion and potential action regarding FARDA subtenant lease extension request.**

Mr. Marshall advised that Mr. Egan is on the phone to respond.

Commissioner Drosky said there has not been any activity during the last six (6) months of COVID, but also for the last 15 years. Thereafter, he reiterated the conditions he would like to see in order to move forward.

James Egan, DRP Finance, said the client has been a good citizen as related to this site which may not be apparent since there hasn't been much action over the last few years. He advised that his client has gone through numerous efforts and expended much to bring something to fruition; they were hoping to duplicate an effort like People's Trust in order to bring jobs to the City as well as accomplish other goals. Further, Mr. Egan advised that land lease payments are paid every year, taxes and other expenses associated with the site. Though they have entertained numerous prospects, the City has always had a preference for a particular type tenant and many who are best suited for the site are not necessarily the best fit for the City; i.e. retail and service oriented.

Continuing, Mr. Egan said as it relates to this extension, there has been a tremendous setback as a result of COVID-19. After paying a substantial amount for the last extension, toward the end, they were negotiating with Broward Health, but after a strenuous process, COVID halted their outside real estate efforts and projects. He explained that the previous extension was based on their inability to get anyone to visit the site. Further, it has been made clear that this is going to be the last request for an extension which his client understands. The site reverting back to the City would be a very unsuccessful conclusion to years of effort and understanding the City's frustration, they have made efforts, engaged with Addison Young, one of the best brokers in the area, as they understand the area. They have expressed the willingness to be flexible to various tenants, but would remain flexible, transparent and communicative with the City. For the requested extension, due to COVID, they were not expecting to pay an extension fee. After consulting with the client, a payment at the \$46,000 level was granted; however, he is unsure how to react to the request to double the payment nor does he understand why it is being requested. This is a legitimate request with a legitimate reason.

Mayor Ganz asked what the problem has been for the last 15 years.

Mr. Egan replied it has been multifaceted, location of the site, neighborhood it is adjacent to, the best and highest use of the site is retail and service oriented. By sticking to the guidelines, they have attempted to secure a tenant able to create jobs and be more attractive to the City whereby, there are not as many out there. He outlined other issues his client has faced including fraud.

Mayor Ganz commented on the aesthetics of the property whereas, there was a rotted for sale sign that an elected official had to ask the client to replace six (6) years ago. These type things reduce his confidence in the client. He advised that the client's reluctance to pay the extension because he did not feel it was owed, shows him a person who is not fully vested or has an appreciation for what the City has gone through.

ADDENDUM – CONTINUED

Mr. Egan said anything brought to their attention has been remedied but rely on the local contact to communicate needs. He reiterated that this is the last extension and will continue to bring tenants to the City and talk with the City about them. The initial payment has been agreed upon, but if more is required, it will be entertained as it was not expected.

Commissioner Preston agreed with the Commission comments. He advised that he did not appreciate the statement Mr. Egan made about the community the property is adjacent to. Commissioner Preston said the neighborhood is economically starved and is in need of a business that will benefit the community. Additionally, he advised that Commissioner Drosky's request is not unfair; thereafter, he reiterated the needs of the community.

Commissioner Drosky commented on the inactivity prior to COVID and asked whether Mr. Egan if he is willing to agree to the three (3) conditions posed earlier.

Mr. Egan agreed that COVID is not a reason to not have anything done over the last several years, but it has been a reason during this extension period. Regarding the extension payment, it was never suggested that his client would have to pay \$46,000 twice. The client agreed to the \$46,000 as there was a legitimate reason for it, but the client hasn't heard about the second \$46,000, but will discuss tomorrow. He said he would like the site developed so everyone involved will be proud.

Commissioner Drosky said he is considering a motion to approve the extension upon the conditions that the contract waivers are acceptable to the City Attorney, the \$46,000 rent payment is made along with an equal contribution to the Neighbors Helping Neighbors Program and without approval in 24 hours, then it is denied. He asked if it could be a conditioned approval within 24 hours.

Mr. Egan said he can speak with his client to receive consensus, but since they are a subtenant to FARDA, FARDA must also approve. He therefore asked that approval also be subject to FARDA as they must agree. The next FARDA meeting is August 26th and procedurally, it would have to go before the board.

Mr. Soroka said he was going to recommend that FARDA be one (1) of the conditions. Even though the deadline is August 22nd and FARDA's meeting is after, the approval could be subject to the conditions and it will take a couple of days to negotiate and formalize an amendment to the existing agreement if the Commission chooses.

Vice Mayor Parness agreed with the conditions provided by Commissioner Drosky but added that FARDA must also agree or the lease is terminated.

MOTION was made by Commissioner Drosky, seconded by Vice Mayor Parness, to approve the lease extension provided that FARDA and DRP both approve the contract waivers, payment for extension fee of \$46,406.17 to the City and equal match of \$46,406.17 to the City's Neighbor Helping Neighbors Program be paid by midnight August 27th; and FARDA approve the lease extension by midnight August 26, 2020; otherwise the extension is denied. Roll Call:

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

Nays: 1 – Mayor Ganz

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

Election Day – Commissioner Hudak said the election will be held tomorrow, Tuesday, August 18, 2020, and encouraged everyone to vote.

Food Distribution – Commissioner Hudak said the Quiet Waters food distribution will be held on Friday, August 21, 2020 from 9:30 am - 12 pm.

COMMENTS BY MAYOR AND CITY COMMISSIONERS - CONTINUED**COMMISSIONER HUDAK****DISTRICT 1 – CONTINUED**

Census – Commissioner Hudak advised that the Census Bureau will stop counting efforts as of Wednesday, September 30th which is one (1) month earlier than planned. The average response rate for Broward County cities is 59%; Deerfield Beach has the third lowest response rate at 37.7%. The 2010 rate response was 72%. He said this is extremely important to the City.

Housing Assistance Program – Commissioner Hudak said the City's program for those impacted by COVID-19 started today; the application is on the City's website. He advised that the program can provide a one-time payment of up to \$5,000 per household for past due rent or mortgage and utility costs. One-time assistance will be in the form of a grant and does not require repayment. He encouraged people to take advantage if in needed.

COVID-19 Testing – Commissioner Hudak said since testing started at Oveta McKeithen Recreational Complex on June 8, 2020, 16,930 people have been tested by the Department of Health. The Deerfield Beach site has been extended through August 31st and testing is available Monday - Saturday, 8 am – 4 pm. As of August 13th, there were 1800 cases of positive results for Deerfield Beach residents.

COMMISSIONER PRESTON**DISTRICT 2**

Condolences – Commissioner Preston said he is sad to announce that Fred Scott's son passed away. He was employed with the City for over 30 years and when people commit so much of their lives to the City, it should be remembered and requested the City Manager contact him to express sympathies and let them know the Commission is ready to help.

Thank you – Commissioner Preston thanked staff, the residents and the Commission for contacting him about his son. He reported that his son has completely recovered from COVID-19 after having two (2) negative tests and can now return to work. He thanked everyone for their prayers and support.

Fire Station – Commissioner Preston displayed a video of a leak coming from an electrical box after rain at one of the City's fire stations. He said the fire stations are deteriorating and this needs to be addressed.

VICE MAYOR PARNES**DISTRICT 3**

Election Day – Vice Mayor Parnes thanked the Commission for changing the normally scheduled meeting to tonight instead of Election Day, August 18, 2020 as every citizen should have the opportunity to vote. Those active should have the opportunity to help people to vote.

District Meeting – Vice Mayor Parnes announced that he will have a district meeting via Zoom on Monday, August 24, 2020; he said if the Commissioners wish to attend to contact the City Manager's Office for the Zoom link.

Code Compliance – Vice Mayor Parnes applauded Code for cleaning up bulk violations. The security system at Century Village sends pictures every day of violators with the addresses and Code responds immediately. There has been a huge improvement in bulk throughout the City because of their work.

COMMISSIONER DROSKY**DISTRICT 4**

Pioneer Park Boat Ramp – Commissioner Drosky thanked the Commission for approval of the boat ramp repairs, applying for the grant and design services. A resident sent pictures of the pier to him and several planks were missing so it is becoming a more dangerous condition.

FDOT Meetings – Commissioner Drosky said the Florida Department of Transportation continues to have individual meetings with communities throughout the City, but District 4 in particular. He encouraged the residents in the affected communities to attend webinars and engage. Also, he asked that the residents

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

provide their thoughts and opinions to him, Mayor Ganz and Vice Mayor Parness as this situation is not going to be resolved soon and is heating up.

Commissioner Preston's Son - Commissioner Drosky said his thoughts go out to him and his son, making a full recovery as that is always good news.

Saturday Office Hours – Commissioner Drosky said he will have office hours on September 5, 2020 via Zoom, video or phone; 2 of the 4 appointments have been taken. Email and texts are always welcome anytime.

Primary Election Day – Commissioner Drosky encouraged everyone to vote during the election.

MAYOR BILL GANZ

Census – Mayor Ganz commented on the low response and though there has been much effort, it has not happened. He encouraged completion via various mediums; mail and online. He advised that there are census takers going door to door and will return up to six (6) times. The census should not be feared as the records are sealed for over 70 years and are confidential. Further, he spoke with Commerce Secretary

Wilbur Ross last week and he was calling the mayors throughout the Country for those with numbers below a certain percentage. Though staff has done a lot, more has to be done. He advised that the lack of participation is widespread and is not just certain sects. The census helps the City receive funding to address needs of the City and determines how much will be received. He encouraged everyone to assist as the help is needed.

Condolences – Mayor Ganz said he is sorry to hear about Fred Scott's son and his heartfelt sympathy goes out to the family.

Broward County Housing Authority (BCHA) – Mayor Ganz said he read about a month ago that Dr. Jarmon, current director for the Deerfield Beach Housing Authority, was selected as the interim director for Little Rock, Arkansas. While he knows she previously applied for the position, she declined so he thought it was outdated information since the City had not heard anything. After looking into it more, he found that in the last five (5) days, that Dr. Jarmon is the interim director in Little Rock and although she does an outstanding job, he is concerned that the residents will not receive adequate service. There could be a public meeting this week, but does not care for the lack of information from the Housing Authority.

COVID-19 – Mayor Ganz encouraged people to continue wearing masks and though cases are flattening, no one should let their guards down. This is very serious, life threatening and still out there.

VFW – Mayor Ganz said he received an impassioned plea from someone with the VFW. While many are social clubs, bars have been banned, there are certain groups and organizations where it extends the financial impact and has much to do with mental health. Though he is not a veteran, he knows what the camaraderie is like and hopes to find a way to open with restrictions.

Election Day – Mayor Ganz encouraged everyone to go out and vote tomorrow as it should not be taken for granted.

ADJOURNMENT

There was no further business to discuss.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to adjourn the meeting at 10:57 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

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
July 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
 Jerry Dubois
 Jack Hugentugler
 Patrick Morris

Also Present: Anthony Soroka, City Attorney
 Eric Power, Director of Planning and Development Services
 Tracy Britten, Administrative Support Specialist

Absent: Mark Damiano, Alternate

APPROVAL OF MINUTES OF PREVIOUS MEETING

Chair Belton made a motion, seconded by Vice Chair Glunt to approve the January 22, 2020 and February 12, 2020 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW ITEMS

**#6952 1 Ocean Boulevard Condominium Association
 INC 101 and 191 SE 20 Ave.
 Building Paint**

Eric Power, Director of Planning and Development Services, displayed images captured via Google maps.

The applicant provided samples of the color choices: Blue Bayou, Sheep Skin and Swiss Coffee that will be used to change the trim, accent and the main part of the building. Thereafter, discussion ensued.

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to approve Item #6952 as submitted. The motion CARRIED by unanimous vote.

**#6950 Deerfield Plaza / 1289 Dixie Hwy, LLC
1289 S. Dixie Hwy.
Minor Site Plan**

Eric Power, Director of Planning and Development Services, displayed images captured via Google maps.

The applicant provided a brief overview of the property. The applicant outlined the proposed changes: removing the stucco, opening windows to bring in more light. Thereafter, discussion ensued.

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to approve Item #6950 as submitted. The motion CARRIED by unanimous vote.

**#6953 Deerfield Plaza / 1289 Dixie Hwy, LLC
1289 S. Dixie Hwy.
Master Signage Plan**

Eric Power, Director of Planning and Development Services, displayed images captured via Google maps. Thereafter, he provided a brief overview regarding the master signage plan. Mr. Power advised that if a tenant utilizes more than one bay of the property, the signage could move to the center.

Discussion ensued regarding the master signage plan and criteria.

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to approve Item #6953 as submitted. The motion CARRIED by unanimous vote.

**#6954 U.S Crane and Rigging
4250 N. Powerline Rd. & 4251 N.W. 19 Ave.
Major Site Plan**

Eric Power, Director of Planning and Development Services, displayed images captured via Google maps.

The applicant provided a brief overview regarding the major site plan. The applicant provided information regarding the color choices for the surface texture on the outside of the building. The primary color will be Arcade White; the accent will be a brushed metal finish and the wood panels will be colored Prodema Rustic. He also discussed the process of how the debris will be collected. Most mixing and molding will occur inside the building and collected inside by trailers. The trailers will enter and exit from the west and east respectively. Thereafter, discussion ensued.

Mr. Power displayed an overview of the trees that will be installed and provided names of each.

Chair Glunt suggested that the Pigeon Plum Trees not be directly over the top of the Poinciana Trees. He mentioned that the Pigeon Plum Trees could be pushed more to the north and south to avoid having each of the trees overlapping one another.

Mr. Power stated that since there is still an open permit for the property, he will discuss with the Landscape Architect. Thereafter, discussion ensued.

Mr. Dubois made a motion, seconded by Vice Chair Glunt to approve Item #6954 as submitted. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

Anthony Soroka, City Attorney, stated that he will review all the Bills that were passed at the last legislative session. If necessary, a report will be given at the next meeting regarding changes that directly impact the board.

Comments by Deerfield Beach Planning and Development Services Department

Eric Power, Director of Planning and Development Services, stated that the three (3) agenda items had been waiting for approval for a few months. He welcomed any comments or suggestions regarding the setup of the meeting as it was the first to be setup in this manner to comply with social distancing. He asked that any suggestions or comments be emailed to him or Veronica Rodriguez, Permit Technician.

ADJOURNMENT

Vice Chair Glunt adjourned the meeting at 7:54 p.m.

Harry Belton, Chair
Community Appearance Board



City Commission Meeting - September 14, 2020

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Monday, September 14, 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 September 14, 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 September 14, 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 September 14, 2020.

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

<https://deerfield-beach.zoom.us/j/85209021807?pwd=eHZJN3FZZ3pYcDZCYUFmQmlBNy9kQT09>

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: 852 0902 1807#, Participant ID: #, Password: 219158#

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 September 14, 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. 2020-543

Agenda Date: 9/14/2020

Status: BUDGET & MILLAGE PUBLIC
HEARINGS

In Control: City Commission

Title

ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE MILLAGE RATE TO BE LEVIED BY THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; STATING THE PERCENTAGE CHANGE BY WHICH THE MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE AS COMPUTED PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 4/5 vote of the City Commission

Background/History

In accordance with Section 200.065, F.S., during the City Commission meeting of September 3rd, the first substantive issue discussed shall be the percentage increase in millage over the rolled-back rate necessary to fund the budget. During the budget hearings, the governing body shall hear comments regarding the proposed increase and explain the reasons for the proposed increase over the rolled-back rate. The general public shall be allowed to speak and to ask questions prior to adoption of any measures by the governing body. The governing body shall adopt its tentative or final millage rate prior to adopting its tentative or final budget.

Current Activity

The FY2021 proposed millage rate of 6.3560 mills represents no increase in the prior year's legally adopted millage rate of 6.3560.

The FY2021 proposed operating millage rate of 6.0018 mills represents no increase from the prior year's operating millage rate of 6.0018.

The proposed millage rate will generate a net \$46.1 million of ad valorem tax revenue which is approximately 6.2% more than the previous fiscal year's estimate of \$43.4 million.

Ad Valorem Tax Revenue History

FY21 - \$46,096,554 (Est.)

FY20 - \$43,419,035 (Est.)

FY19 - \$41,337,606

Recommendation

Staff recommends approval of the proposed millage rate.

ORDINANCE NO. 2020/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE MILLAGE RATE TO BE LEVIED BY THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; STATING THE PERCENTAGE CHANGE BY WHICH THE MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE AS COMPUTED PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City Commission has held all necessary budget workshops and public hearings to consider and make changes to the Annual Budget submitted by the City Manager for the fiscal year ending September 30, 2021; and

WHEREAS, the proposed Fiscal Year 2021 operating millage rate is 6.0018, which represents an increase of 6.01% over the rolled-back rate, and such percentage change is characterized as the percentage increase in property taxes pursuant to Section 200.065, Fla. Stat; and

WHEREAS, the City has provided notice and has conducted public hearings as required by Section 200.065, Florida Statutes, to consider, discuss and hear public comment regarding the millage rate for Fiscal Year 2021.

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

Section 1. That the millage rate hereby adopted and levied for the fiscal year beginning October 1, 2020 and ending September 30, 2021 is as follows:

Operating Millage Rate	6.0018
Voted Debt Service Millage Rate	<u>0.3542</u>
Total Millage Rate	<u>6.3560</u>

Section 2. The Fiscal Year 2021 operating millage rate of 6.0018 mills is 6.01% more than the rolled-back rate of 5.6618 mills calculated pursuant to Florida law. The voted debt service millage is 0.3542 mills.

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

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

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

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

Section 7. This Ordinance was adopted after a second public hearing on the Fiscal Year 2021 millage rate and notice of the public hearings were published as required by the City Charter and Florida law, which public hearings were held at 7:00 P.M. on September 3, 2020 and September 14, 2020.

PASSED 1ST READING THIS 3RD DAY OF SEPTEMBER, 2020

PASSED 2ND READING THIS 14TH DAY OF SEPTEMBER, 2020

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-544

Agenda Date: 9/14/2020

Status: BUDGET & MILLAGE PUBLIC
HEARINGS

In Control: City Commission

Title

ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Budget workshops were held on June 22 - June 24, 2020. The workshops provided details into each department's and fund's budget; including revenues, expenditures, programs, and capital expenses. The workshops also provided the City Commission and the Public an opportunity to provide input and additional recommendations. Staff hereby presents for your consideration and approval the Fiscal Year 2021 Proposed Budget. The Proposed budget incorporates, to the extent possible, all of the recommendations which were discussed during the budget workshops. The Fiscal Year 2021 Proposed Budget is available on the City website for public review at the following link: <https://www.deerfield-beach.com/561/City-Budget>. Additionally, staff will present a budget overview during the budget hearing.

Recommendation

Staff recommends approval of the recommended budget.

ORDINANCE NO. 2020/

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, ADOPTING THE FINAL BUDGET
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING
SEPTEMBER 30, 2021; PROVIDING FOR CONFLICTS,
SEVERABILITY AND AN EFFECTIVE DATE**

WHEREAS, the City Manager of the City of Deerfield Beach, Florida, has submitted his annual budget report to the City Commission covering the fiscal year ending September 30, 2021 (“Fiscal Year 2021”); and

WHEREAS, the City Manager has estimated the revenues and expenditures for Fiscal Year 2021 and has determined the required millage rate for the purpose of ad valorem taxation; and

WHEREAS, the City Commission has held all necessary budget workshops and public hearings to consider and make changes to the annual budget and the City Commission has had the opportunity to review the complete proposed budget for Fiscal Year 2021; and

WHEREAS, the City Commission has passed an Ordinance adopting the millage rate for the fiscal year ending September 30, 2021.

**NOW THEREFORE, BE IT ORDAINED 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. That the City of Deerfield Beach budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021, a summary of which is attached hereto as “Exhibit A” and incorporated herein by this reference (a full copy is on file with the City Clerk and is hereby incorporated herein in its entirety by this reference), is hereby adopted, and the appropriations set forth therein are hereby made for the operation of the government of the City and for paying the annual debt service on all outstanding bonds of the City.

Section 3. That all delinquent taxes collected during the ensuing fiscal year as proceeds from levies of operating millages of prior years are hereby specifically appropriated for the use and benefit of the General Fund.

Section 4. That in accordance with Section 4.03(10) of the City Charter, the City Manager has the authority to sign contracts on behalf of the City pursuant to the provisions of this appropriations ordinance, and as may be further authorized by the City Commission pursuant to ordinance or resolution.

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

Section 6. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 8. This Ordinance shall take effect immediately upon its passage and adoption on Second Reading.

Section 9. This Ordinance was adopted after a second public hearing on the Fiscal Year 2021 budget and notices of the public hearings were published as required by City Charter and Florida law, which public hearings were held at 7:00 p.m. on September 3, 2020, and September 14, 2020.

PASSED 1ST READING THIS 3RD DAY OF SEPTEMBER, 2020.

PASSED 2ND READING THIS 14TH DAY OF SEPTEMBER, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

"EXHIBIT A"
CITY OF DEERFIELD BEACH, FLORIDA
RECOMMENDED BUDGET
For the Fiscal Year Ending September 30, 2021

GENERAL FUND

ANTICIPATED REVENUES:

Ad Valorem Taxes	\$46,096,554
Sales and Use Taxes	1,277,474
Public Service Taxes	8,102,223
Communications Services Taxes	1,956,633
Local Business Taxes	654,000
Building Permits and Fees	58,632
Franchise Fees	5,671,188
Intergovernmental Revenue	7,249,201
Charges for Services	8,029,735
Fines and Forfeitures	936,500
Special Assessments	13,014,824
Administrative Fees	7,827,662
Other Miscellaneous Revenue	655,408
Interfund Transfers	2,105,540
Cash Carryover	1,733,314
Capital Lease Proceeds	1,700,395
Loan Payable Proceeds	4,500,000
Total Anticipated Revenues	<u>\$111,569,283</u>

PROPOSED EXPENDITURES:

City Commission	\$401,744
City Manager	777,447
City Clerk	676,774
City Attorney	621,000
Central Services	7,381,319
Financial Services	1,807,161
Budget & Performance	280,268
Purchasing & Contract	441,310
Human Resources	723,733
Planning & Development Services	2,279,642
Information Technology Services	2,074,681
Economic Development	342,081
Legislative & Community Affairs	465,503
Public Affairs & Marketing	492,930
Law Enforcement	28,041,340
Fire/Rescue	36,179,627
Ocean Rescue	2,035,476
Sustainable Management	1,054,684
Environmental Services	2,359,824
Parks and Recreation	11,442,087
Non-Departmental	11,367,958
Community Participation	50,000
Debt Service	272,694

Total Proposed Expenditures

\$111,569,283

BUILDING SERVICES FUND

ANTICIPATED REVENUES:

Building Permits and Fees	\$5,000,000
Charges for Services	31,500
Total Anticipated Revenues	<u>\$5,031,500</u>

PROPOSED EXPENDITURES:

Planning & Development Services	\$4,912,121
Non-Departmental	119,379
Total Proposed Expenditures	<u>\$5,031,500</u>

SENIOR SERVICES FUND

ANTICIPATED REVENUES:

Intergovernmental Revenue	\$813,341
Charges for Services	216,000
Interfund Transfers	1,229,587
Miscellaneous Revenue	155,000
Cash Carryover	0
Total Anticipated Revenues	<u>\$2,413,928</u>

PROPOSED EXPENDITURES:

Administration	\$630,447
Active Aging	167,329
Alzheimer's Day Care Center	803,956
Child Care Center	0
Transportation	778,741
Non-Departmental	33,455
Total Proposed Expenditures	<u>\$2,413,928</u>

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

ANTICIPATED REVENUES:

Intergovernmental Revenue	\$690,707
Cash Carryover	254,727
Total Anticipated Revenues	<u>\$945,434</u>

PROPOSED EXPENDITURES:

Non-Departmental	<u>\$945,434</u>
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ROAD AND BRIDGE FUND

ANTICIPATED REVENUES:

Sales and Use Taxes	\$4,267,312
Intergovernmental Revenue	480,019
Miscellaneous Revenue	435,139
Capital Lease Proceeds	0
Non-Revenues	80,425
Total Anticipated Revenues	<u>\$5,262,895</u>

PROPOSED EXPENDITURES:

Infrastructure Maintenance	\$5,206,386
Non-Departmental	56,509

Debt Service	0
Total Proposed Expenditures	<u>\$5,262,895</u>

DEBT SERVICE FUND

ANTICIPATED REVENUES:

Total Misc Revenues	\$60,000
Interfund Transfers	\$6,095,144
Cash Carryover	0
Total Anticipated Revenues	<u>\$6,155,144</u>

PROPOSED EXPENDITURES:

Debt Service	<u>\$6,155,144</u>
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UTILITY FUND

ANTICIPATED REVENUES:

Charges for Services	\$24,421,242
Fines and Forfeitures	309,000
Miscellaneous Revenue	255,887
Cash Carryover	3,492,130
Total Anticipated Revenues	<u>\$28,478,259</u>

PROPOSED EXPENDITURES:

Administration/Engineering	\$1,650,008
Customer Service	382,685
Water Plant	6,068,831
Utilities Maintenance	3,560,545
Wastewater Services	5,455,628
Non-Departmental	8,341,619
Debt Service	3,018,943
Total Proposed Expenditures	<u>\$28,478,259</u>

WATER AND SEWER RENEWAL & REPLACEMENT FUND

ANTICIPATED REVENUES:

Interfund Transfers	\$1,000,000
Cash Carryover	3,720,000
Total Anticipated Revenues	<u>\$4,720,000</u>

PROPOSED EXPENDITURES:

Utilities	\$4,720,000
Total Proposed Expenditures	<u>\$4,720,000</u>

WATER AND SEWER EMERGENCY RESERVE FUND

ANTICIPATED REVENUES:

Interfund Transfers	\$250,000
Total Anticipated Revenues	<u>\$250,000</u>

PROPOSED EXPENDITURES:

Non-Departmental	\$250,000
Total Proposed Expenditures	<u>\$250,000</u>

SOLID WASTE FUND

ANTICIPATED REVENUES:

Charges for Services	\$16,859,573
Interfund Transfers	0
Capital Lease Proceeds	0
Total Anticipated Revenues	<u>\$16,859,573</u>

PROPOSED EXPENDITURES:

Solid Waste / Recycling	\$12,794,426
Sanitation	0
Non-Departmental	3,890,279
Debt Service	174,868
Total Proposed Expenditures	<u>\$16,859,573</u>

SOLID WASTE EMERGENCY RESERVE FUND**ANTICIPATED REVENUES:**

Interfund Transfers	\$50,000
Total Anticipated Revenues	<u>\$50,000</u>

PROPOSED EXPENDITURES:

Non-Departmental	\$50,000
Total Proposed Expenditures	<u>\$50,000</u>

STORMWATER UTILITY**FUND****ANTICIPATED REVENUES:**

Charges for Services	\$2,112,793
Miscellaneous Revenue	0
Total Anticipated Revenues	<u>\$2,112,793</u>

PROPOSED EXPENDITURES:

Stormwater Maintenance	\$1,678,842
Non-Departmental	303,858
Debt Service	130,093
Total Proposed Expenditures	<u>\$2,112,793</u>

INSURANCE SERVICES TRUST FUND**ANTICIPATED REVENUES:**

Miscellaneous Revenue	\$11,745,926
Total Anticipated Revenues	<u>\$11,745,926</u>

PROPOSED EXPENDITURES:

Risk Management	\$10,420,826
Cobra Health	53,100
Retirees Division	1,272,000
Total Proposed Expenditures	<u>\$11,745,926</u>

COMMUNITY REDEVELOPMENT AGENCY TRUST FUND**ANTICIPATED REVENUES:**

Tax Incremental Revenue	\$4,272,215
Cash Balance for Planned Projects	2,977,305
Miscellaneous Revenue	0
Total Anticipated Revenues	<u>\$7,249,520</u>

PROPOSED EXPENDITURES:

Operating Expenditures	\$1,456,796
Capital Outlay	4,698,543
Interfund Transfers	1,094,181
Total Proposed Expenditures	<u>\$7,249,520</u>



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-545

Agenda Date: 9/14/2020

Status: BUDGET & MILLAGE PUBLIC
HEARINGS

In Control: City Commission

Title

ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE BUDGET FOR THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; PROVIDING FOR FUNDING THROUGH TAX INCREMENT FINANCING AS PROVIDED FOR IN PART III, CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The budget for the City of Deerfield Beach Community Redevelopment Agency (CRA) was presented to the CRA Board for its consideration on August 1, 2020. The Fiscal Year 2021 CRA budget is hereby presented along with the budgets of the other City funds in accordance with Section 200.065, Florida Statutes.

Recommendation

Staff recommends approval of the City of Deerfield Beach Community Redevelopment Agency Fiscal Year 2021 Budget.

ORDINANCE NO. 2020/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE BUDGET FOR THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; PROVIDING FOR FUNDING THROUGH TAX INCREMENT FINANCING AS PROVIDED FOR IN PART III, CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the Deerfield Beach Community Redevelopment Agency (the “CRA”) is considering a budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“Fiscal Year 2021”); and

WHEREAS, the CRA budget for Fiscal Year 2021 has been presented to the City Commission of the City of Deerfield Beach; and

WHEREAS, the City Commission is to approve the CRA’s budget for Fiscal Year 2021 separately from the City’s general budget; and

WHEREAS, the City Commission has reviewed and accepted the CRA’s Fiscal Year 2021 Budget; and

WHEREAS, the CRA Director recommends that the City Commission approve the CRA’s Fiscal Year 2021 Budget and authorize funding for the CRA as set forth in Part III of Chapter 163, Florida Statutes.

NOW THEREFORE, BE IT ORDAINED 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. That the City Commission of the City of Deerfield Beach hereby approves the CRA’s Fiscal Year 2021 Budget, a summary of which is attached hereto as “Exhibit A” and incorporated herein by this reference (a full copy is on file with the City Clerk and is hereby incorporated herein in its entirety by this reference). CRA expenditures shall be made in accordance with the CRA’s Fiscal Year 2021 Budget and as permitted by law.

Section 3. The City Commission hereby authorizes the funding of the CRA Community Redevelopment Trust Fund pursuant to the provisions of Part III, Chapter 163, Florida Statutes, and hereby directs the appropriate governmental entities to comply with the requirement for payment of funds into the CRA Community Redevelopment Trust Fund as provided for in Section 163.387, Florida Statutes.

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

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

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

Section 7. This Ordinance was adopted after a second public hearing on the CRA's Fiscal Year 2021 Budget, and notices of the public hearings were published as required by law, which public hearings were held at 7:00 p.m. on September 3, 2020, and September 14, 2020.

PASSED 1ST READING THIS 3RD DAY OF SEPTEMBER, 2020.

PASSED 2ND READING THIS 14TH DAY OF SEPTEMBER, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

Deerfield Beach Community Redevelopment Agency
Budget - Detailed Information
October 1, 2020 - September 30, 2021

ACCT	ACCOUNT DESCRIPTION	FY 2021
10 01	Regular Salary	\$ 270,068
	Tax Increment Revenue to pay for the following portion of staff salaries (Director of Economic Development 50%, CRA Project Manager 100%, CRA Administrative Coordinator 100%, City Manager 10%, Assistant City Clerk 25%)	
10 06	Automobile Allowance	\$ 6,000
	CRA's portion of the cost of one and a half (1.5) vehicles for use by CRA staff	
10 12	Sick Leave Conversion Pay	\$ 4,000
	Once a year, in December, every full-time employee who has used less than six days of sick leave during the preceding year may choose to be paid for the unused portion of those six days. The payment is calculated using the employee's base hourly rate; therefore not including any additional pay factors	
10 25	Clothing Allowance	\$ 250
11 01	FICA	\$ 21,600
	The 7.65% FICA rate is composed of two rates; a 6.2% social security tax that is applied to the first \$106,800 that an employee earns and a 1.45% Medicare tax that is applied to all earnings	
12 04	ICMA Pension	\$ 21,605
	Estimated by city pension contribution for those city employees who are participants in the ICMA defined contribution plan; the city contribution, as a percentage of salary, is 8%	
32 30	Community Policing	\$ 55,000
	Cost of BSO Deputy Detail to provide additional security in the CRA	
32 16	Landscaping Services	\$ 70,000
	Small landscaping projects within the CRA and including Hillsboro Square entrances	
32 99	Other Contractual Services	\$ 217,000
	Contractual services provided by the CRA Attorney for legal services (\$48,000), Main Beach Parking Lot Railing design services (\$30,000), Business Marketing (\$50,000), Annual Report (\$5,000), ADA Compliance Services (\$12,000), Independent Financial Audit (\$19,000) and other professional services as needed	
34-03	Cellular Phone Services	\$ 2,500
	Staff cell phone service	
35 04	Office Supplies	\$ 1,500
	Office supplies as necessary for operations	
35 09	Professional Publications	\$ -
	Funding for development and management newspapers, trade magazines and books.	
35 13	Minor Tools, Equip, Hardware	\$ 2,500
35 24	Materials and Maintenance	\$ 20,000
35 74	Special Events	\$ 175,000
	Funding for 4th of July Celebration (\$85,000), December Holiday Celebration (Event \$20,000 and Lighting \$55,000), annual showmobile management (\$7,500), and other events to be determined by the CRA Board	
35 95	Art in Public Places	\$ 50,000
	Public art project at Kirk Cottrell Pavilion and other projects as determined by the CRA Board	
36 09	Copier Lease	\$ 5,000
39 01	Travel and Training	\$ 4,000
	Mileage reimbursement for CRA Administrative Coordinator (\$4,000), attendance at seminars, workshops and regional meetings	
39 02	Printing	\$ 1,500
	Printing of brochures, hand-outs and annual report	
39 21	Advertising	\$ 2,500
	Advertising in newspapers, industry publications and exhibits	
39 27	General Admin Charge	\$ 131,645

	Payment to the general fund for the services that are provided to support the CRA Fund	
39 35	Dues and Memberships	\$ 700
	Annual professional association memberships and Special District Reporting	
39 59	Commercial Façade Improvement Loan	\$ 354,000
	Funds to partner on façade improvements to storefronts in the CRA District and past year awards	
82-32	Incentives - Aid to Private Entities	\$ -
	Public private partnerships to be determined by the CRA Board	
60 43	Office Machinery & Equipment	\$ 1,900
	Laptop replacement for CRA Staff	
63 04	Infrastructure and Capital Improvements	\$ 2,696,643
	Bus Shelter Relocation and Utility Undergrounding (\$947,000), International Fishing Pier Improvements (\$60,000), Sullivan Park Facility construction and other capital projects as determined by the CRA Board	
63 06	Beach Enhancements	\$ -
63 07	Real Estate Acquisition	\$ -
63 08	Main Beach Parking Area Improvements	\$ 250,000
	Main Beach Parking Lot Railing Treatment (\$250,000)	
63 11	Lighting	\$ 1,750,000
	S-Curve Utilities Undergrounding and Lighting (\$1,750,000)	
90 01	Transfer to General Fund	\$ 1,085,581
	Interfund transfer for debt service payments on Florida Municipal Loan Council Covenant Bonds	
90 03	Transfer to Insurance Services	\$ 49,028
	Interfund transfer for allocable portion of employee benefits funded through insurance services trust fund	
CRA Proposed Budget		\$ 7,249,520
Projected Tax Increment Revenue 2021 (TIR)		\$ 4,272,215
Total Carryover		\$ 2,977,305
Total Available TIR Funds		\$ 7,249,520

City of Deerfield Beach CRA Five-Year Capital Improvements Plan (CIP) FY 2021-2025

SIDEWALK/STREETSCAPING IMPROVEMENTS

	<u>Total Cost</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY2023</u>	<u>FY2024</u>	<u>FY2025</u>	<u>5 Year Total</u>
ADA Sidewalks/Bus Shelter		\$ 947,000	\$ -	\$ -	\$ -	\$ -	
SIDEWALK/STREETSCAPING TOTAL	\$ 947,000	\$ 947,000	\$ -	\$ -	\$ -	\$ -	\$ 947,000

PARKING IMPROVEMENTS

		<u>FY2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>5 Year Total</u>
Purchase of Island Entryway / NE 1st St Properties	\$ 2,000,000			\$ 2,000,000	\$ -	\$ -	\$ 2,000,000
Island Entryway Improvements	\$ 1,000,000				\$ 1,000,000		\$ 1,000,000
Main Beach Parking Lot	\$ 3,000,000					\$ 3,000,000	\$ 3,000,000
PARKING TOTAL	\$ 6,000,000	\$ -	\$ -	\$ 2,000,000	\$ 1,000,000	\$ 3,000,000	\$ 6,000,000

PARK IMPROVEMENTS

		<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>5 Year Total</u>
Sullivan Park Facility			\$ 3,000,000	\$ 500,000			\$ 3,500,000
			\$ -				
PARK TOTAL	\$ 3,500,000	\$ -	\$ 3,000,000	\$ 500,000			\$ 3,500,000

LIGHTING IMPROVEMENTS

		<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>5 Year Total</u>
S-Curve Utilities & Undergrounding	\$ 1,750,000	\$ 1,750,000					\$ 1,750,000
LIGHTING TOTAL	\$ 1,750,000	\$ 1,750,000	\$ -	\$ -			\$ 1,750,000
OVERALL TOTALS	\$ 12,197,000	\$ 2,697,000	\$ 3,000,000	\$ 2,500,000	\$ 1,000,000	\$ 3,000,000	\$ 12,197,000



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-571

Agenda Date: 9/14/2020

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2020-082: APPLICATION NO. 20-P-226 (Bethesda Christian Center)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The applicant, Bethesda Christian Center, Inc., has submitted an application requesting approval to replat a 3.0095 acre site to be known as the "Bethesda Christian Center" Plat, located at 641 Northeast 40th Street. The proposed plat includes a restrictive note to limit development to "24,000 square feet of Place of Worship (20,250 square feet of new and 3,750 square feet of existing) and One Single-Family Dwelling Unit".

The applicant has submitted a Rezoning Application (20-R-193) to rezone the property to a City CF (Community Facilities) zoning district and a Major Site Plan Application (20-CF-41) to construct a 17,084 square foot expansion of the existing church. Both applications are currently in review by staff and will be heard at a future meeting.

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

The Planning and Zoning Board voted to recommend approval of the proposed plat application on August 6, 2020.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE PLAT APPLICATION SUBMITTED BY BETHESDA CHRISTIAN CENTER, INC., TO RE-PLAT A 3.0095 ACRE SITE LOCATED AT 641 N.E. 40TH STREET TO RESTRICT THE SITE LOCATED WITHIN THE I-1C INSTITUTIONAL AND EDUCATIONAL AND RS-4C ONE-FAMILY DETACHED ZONING DISTRICTS TO 24,000 SQUARE FEET OF PLACE OF WORSHIP AND ONE SINGLE-FAMILY DWELLING, TO BE KNOWN AS THE BETHESDA CHRISTIAN CENTER PLAT (APPLICATION NO. 20-P-226); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 20-P-226 (the “Plat Application”) has been submitted to the City by Bethesda Christian Center, Inc., (the “Applicant”) to re-plat a 3.0095 site located at 641 N.E. 40th Street to restrict the site to 24,000 square feet of place of worship and one single family dwelling within the I-1c Institutional and Educational and RS-4c One-Family Detached Zoning Districts (the “Development”); and

WHEREAS, the site for the Development is an 3.0095 parcel of land described as PLAT OF SEC'S 13,24,25&26,T48 R42 S & E 1-8 PB,TRANSCRIBED AS 1-26 B POR TR 22 DESC AS BEG 840 E OF NW COR TR 22,E 295,S 295.33,W 295,N 295.33,TOG/W TALLMAN PINES, as more particularly described in the file and located at 641 N.E. 40th Street, Deerfield Beach, Florida (the “Property”); and

WHEREAS, the Plat Application submitted by the Applicant for the Development restricts the Property to a maximum of 24,000 square feet of place of worship (20,250 square feet of new and 3,750 square feet of existing) and one single family dwelling, and also includes 1,662 square feet of right-of-way dedication; and

WHEREAS, the Applicant has also submitted a Rezoning Application (20-R-193) to rezone the property to a City CF (Community Facilities) zoning district and a Major Site Plan Application (20-CF-41) to construct a 17,084 square foot expansion of the existing church; and

WHEREAS, the Plat Application for the Development was reviewed by pertinent City staff, and was recommended for approval by the Planning & Zoning Board on August 6, 2020; and

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

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

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

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

Section 2. The Plat Application is hereby approved, subject to the conditions set forth in the Application and the Development Review Comments as amended, and dated June 25, 2020, which conditions are hereby incorporated herein by this reference.

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING THE PLAT APPLICATION SUBMITTED BY BETHESDA CHRISTIAN CENTER, INC., TO RE-PLAT A 3.0095 ACRE SITE LOCATED AT 641 N.E. 40TH STREET TO RESTRICT THE SITE LOCATED WITHIN THE I-1C INSTITUTIONAL AND EDUCATIONAL AND RS-4C ONE-FAMILY DETACHED ZONING DISTRICTS TO 24,000 SQUARE FEET OF PLACE OF WORSHIP AND ONE SINGLE-FAMILY DWELLING, TO BE KNOWN AS THE BETHESDA CHRISTIAN CENTER PLAT (APPLICATION NO. 20-P-226); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 20-P-226 (the “Plat Application”) has been submitted to the City by Bethesda Christian Center, Inc., (the “Applicant”) to re-plat a 3.0095 site located at 641 N.E. 40th Street to restrict the site to 24,000 square feet of place of worship and one single family dwelling within the I-1c Institutional and Educational and RS-4c One-Family Detached Zoning Districts (the “Development”); and

WHEREAS, the site for the Development is an 3.0095 parcel of land described as PLAT OF SEC'S 13,24,25&26,T48 R42 S & E 1-8 PB,TRANSCRIBED AS 1-26 B POR TR 22 DESC AS BEG 840 E OF NW COR TR 22,E 295,S 295.33,W 295,N 295.33,TOG/W TALLMAN PINES, as more particularly described in the file and located at 641 N.E. 40th Street, Deerfield Beach, Florida (the “Property”); and

WHEREAS, has reviewed the Plat Application and finds that the Plat Application fails to satisfy the requirements of _____.

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

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

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

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



PUBLIC HEARING NOTICE

September 4, 2020

Dear Property Owner:

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

P.H. 2020-082: APPLICATION NO. 20-P-226

Applicant: **Bethesda Christian Center, Inc., represented by Pulice Land Surveyors, Inc.**

Proposal: Request to replat a 3.0095 acre site to be restricted to 24,000 square feet of place of worship and one single-family dwelling unit, and to be known as the "Bethesda Christian Center" Plat.

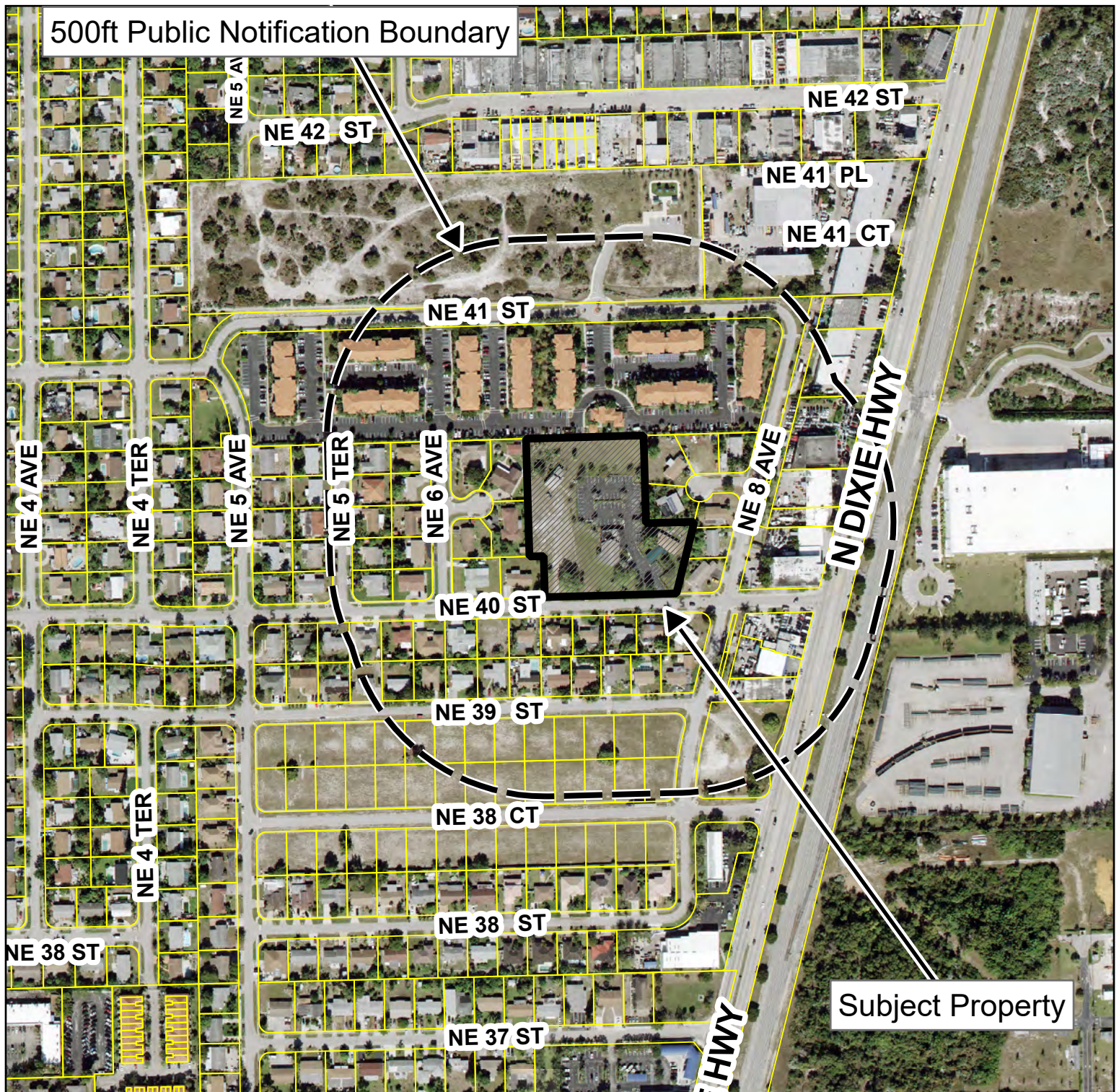
Location: The property is generally described as PLAT OF SEC'S 13,24,25&26,T48 R42 S & E 1-8 PB,TRANSCRIBED AS 1-26 B POR TR 22 DESC AS BEG 840 E OF NW COR TR 22,E 295,S 295.33,W 295,N 295.33,TOG/W TALLMAN PINES, more particularly described in the file, and located at **641 NE 40th St.**

A public hearing will be held on **MONDAY, SEPTEMBER 14, 2020 at 7:00 p.m.** in the City Commission Chambers and/or utilizing communications media technology with elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

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

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

Samantha Gillyard, CMC, City Clerk



Public Hearing Notice Map

Plat Application No. 20-P-226

641 NE 40th St.

For additional information
call the Planning Department at 954-480-4206
or visit www.deerfield-beach.com/boardagendas

0 250 500 Feet





DEVELOPMENT PLAN APPLICATION

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

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

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

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

Project Name: BETHESDA CHRISTIAN CENTER

Property Owner: Bethesda Christian Center, Inc.

Applicant (if different from Owner): PULICE LAND SURVEYORS, INC.

Agent (if different from Owner/Applicant): same as above

Address of Property: 641 NE 40th Street

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

Description of Project: Platting the subject property in order to add construction to existing Church

New Development (Y/N):	Yes ☒	Modification to Existing Development (Y/N):	Yes ☒
Zoning District:	<u>I-1 and RS-4c</u>	Future Land Use Category:	<u>Residential Low</u>
Existing Use:	<u>Place of Worship</u>	Proposed Use:	<u>Place of Worship</u>
Lot Area (acres):	<u>3.00 acres</u>	Number of Dwelling Units (proposed):	<u>One (1) existing</u>
Sq. Ft. of Structure (existing):	<u>+/- 8,200 sq.ft. total</u>	Sq. Ft. of Structure (proposed):	<u>24,000 sq.ft.</u>

Agent Signature: [Signature]

Name Printed: Elizabeth Tsouroukdissian

Address: 5381 Nob Hill Road
Sunrise, FL 33351

Telephone: (954) 572-1777

Email: elizabeth@pulicelandsurveyors.com

Owner Signature: [Signature]

Name Printed: Odany Augustin

Address: 4715 NW 6th Street, Plantation
FL 33317

Telephone: (954) 254-3724

Email: Odany2@hotmail.com



For Office Use Only
Application No. _____
Submittal Date: _____

ATTACHMENT F

APPLICATION FOR PLAT OR PLAT NOTE AMENDMENT

Pursuant to Code Section 98-12.

Application Type (Check applicable box)

☒ **Plat Approval** ☐ **Plat Note Amendment**

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

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

REQUIRED SUBMITTALS

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

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

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

Existing Plat Note: _____

N/A

Proposed Plat Note: _____

N/A

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

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

For Office Use Only

Date: _____

Application _____

Nos.: _____

DISCLOSURE AFFIDAVIT

Deerfield Beach
Florida

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

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

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

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

(Attach additional sheets as needed for each item.)

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

N/A

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

N/A

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

N/A

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

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

I, Odany Augustin, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Odany APT
Signature

1-30-2020
Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online

notarization, this 30th day of January, 2020

Odany Augustin (Affiant), who is personally

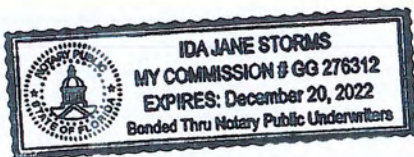
known to me or has produced _____ identification.

My commission expires: December 20, 2022

Commission No.: GG 276312

Ida Jane Storms
(Signature of Notary Public - State of Florida)

Ida Jane Storms
(Print, Type, or Stamp Commissioned Name of Notary Public)





DISCLOSURE AFFIDAVIT

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(Attach additional sheets as needed for each item.)

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

None.

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

None.

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



None.

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

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

I, Elizabeth Tsouroukdissian, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Elizabeth Tsouroukdissian
Signature

March 25, 2020

Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online

notarization, this 25th day of March, 2020 by

Elizabeth Tsouroukdissian (Affiant), who is personally

known to me or has produced identification.

My commission expires: _____

Commission No.: _____



LISA STASSUN
Commission # GG 964583
Expires March 21, 2024
Bonded Thru Budget Notary Services

Lisa Stassun
(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)



LEGAL DESCRIPTION:

LOTS 1 AND 2 IN BLOCK 4, AND LOT 5, BLOCK 3, AND THAT PART OF THE VACATED RIGHT-OF-WAY LYING BETWEEN LOT 1, BLOCK 4 AND LOT 5, BLOCK 3, ALL OF "TALLMAN PINES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND THAT PARCEL OF LAND IN TRACT 22, SECTION 13 (LYING WEST OF THE RAILROAD RIGHT-OF-WAY), "PLAT OF SEC'S. 13, 24, 25 & 26, T. 48, R 42 S. & E.", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 164, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, BLOCK 4, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF NE 40TH STREET AS SHOWN ON SAID PLAT; THENCE NORTH 00°49'48" EAST ON THE WEST LINE OF SAID LOT 2 FOR 102.98 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, ALSO BEING THE SOUTHEAST CORNER OF LOT 6 OF SAID BLOCK 4; THENCE NORTH 00°00'00" WEST ON THE EAST LINE OF LOTS 6 AND 6, BLOCK 4 FOR 295.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 7, SAID POINT BEING ON THE NORTH LINE OF SAID TRACT 22; THENCE NORTH 90°00'00" EAST ON SAID NORTH LINE 295.00 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK 3, OF SAID "TALLMAN PINES"; THENCE SOUTH 00°00'00" EAST ON THE WEST LINE OF SAID LOTS 3 AND 4, BLOCK 3 FOR 220.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4, ALSO BEING THE NORTHWEST CORNER OF SAID LOT 5, BLOCK 4; THENCE NORTH 90°00'00" EAST ON THE SOUTH LINE OF SAID LOT 4, BLOCK 3, ALSO BEING THE NORTH LINE OF SAID LOT 5, BLOCK 4 FOR 120.86 FEET TO THE NORTHEAST CORNER OF SAID LOT 5, BLOCK 4; THENCE SOUTH 15°36'08" WEST ON THE EASTERLY LINE OF SAID LOT 5, BLOCK 4, ALSO BEING THE WEST LINE OF LOTS 8, 7 AND 6, BLOCK 3 FOR 185.65 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5, SAID POINT LYING ON THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF NE 40TH STREET; THENCE NORTH 89°54'42" WEST ON SAID NORTH RIGHT-OF-WAY LINE, ALSO BEING THE SOUTH LINE OF THAT PART OF THE 50 FOOT WIDE VACATED RIGHT-OF-WAY LYING BETWEEN LOT 1, BLOCK 4 AND LOT 5, BLOCK 3, AND CONTINUING ON THE SOUTH LINE OF SAID LOTS 1 AND 2, BLOCK 4 FOR 331.70 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 131,093 SQUARE FEET (3.0095 ACRES), MORE OR LESS.

DEDICATION:

STATE OF _____ S.S.
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: THAT BETHESDA CHRISTIAN CENTER, INC., A FLORIDA CORPORATION, THE OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED AS SHOWN HEREON, SAID PLAT TO BE KNOWN AS "BETHESDA CHRISTIAN CENTER", A REPLAT.

THE ADDITIONAL RIGHT-OF-WAY PARCEL AS SHOWN HEREON IS HEREBY DEDICATED TO THE PUBLIC FOR PROPER PURPOSES.

IN WITNESS THEREOF: THAT BETHESDA CHRISTIAN CENTER, INC., A FLORIDA CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY _____ ITS _____, IN THE PRESENCE OF THESE TWO WITNESSES AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS _____ DAY OF _____, A.D. 20____

BETHESDA CHRISTIAN CENTER, INC., A FLORIDA CORPORATION

WITNESSES:

SIGN: _____ BY: _____
PRINT NAME: _____ PRINT NAME: _____
SIGN: _____ TITLE: _____
PRINT NAME: _____

ACKNOWLEDGMENT:

STATE OF _____ S.S.
COUNTY OF _____

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME _____ OF BETHESDA CHRISTIAN CENTER, INC., A FLORIDA CORPORATION, TO ME WELL KNOWN TO BE THE PERSON DESCRIBED IN AND WHO ACKNOWLEDGED BEFORE ME THAT HE/SHE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED, AND DID NOT TAKE AN OATH.

WITNESS: MY HAND AND SEAL THIS _____ DAY OF _____, A.D. 20____

MY COMMISSION NUMBER: _____ NOTARY PUBLIC - STATE OF FLORIDA
MY COMMISSION EXPIRES: _____ PRINT NAME: _____

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND RECENTLY SURVEYED, SUBDIVIDED AND PLATTED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION. THAT THE SURVEY DATA SHOWN HEREON CONFORMS TO THE APPLICABLE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WITH THE APPLICABLE SECTION OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AND FURTHER THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) WERE SET IN ACCORDANCE WITH SAID CHAPTER 177. PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY INSURING CONSTRUCTION OF THE REQUIRED SUBDIVISION IMPROVEMENTS.

BETH BURNS
PROFESSIONAL SURVEYOR AND MAPPER NO. LS6136
STATE OF FLORIDA
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
CERTIFICATE OF AUTHORIZATION NUMBER LB3870

DATE

"BETHESDA CHRISTIAN CENTER"

A REPLAT OF LOTS 1 AND 2 IN BLOCK 4, AND LOT 5, BLOCK 3, AND THAT PART OF THE VACATED RIGHT-OF-WAY LYING BETWEEN LOT 1, BLOCK 4 AND LOT 5, BLOCK 3, ALL OF "TALLMAN PINES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND THAT PARCEL OF LAND IN TRACT 22, SECTION 13 (LYING WEST OF THE RAILROAD RIGHT-OF-WAY), "PLAT OF SEC'S. 13, 24, 25 & 26, T. 48, R 42 S. & E.", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 164, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA

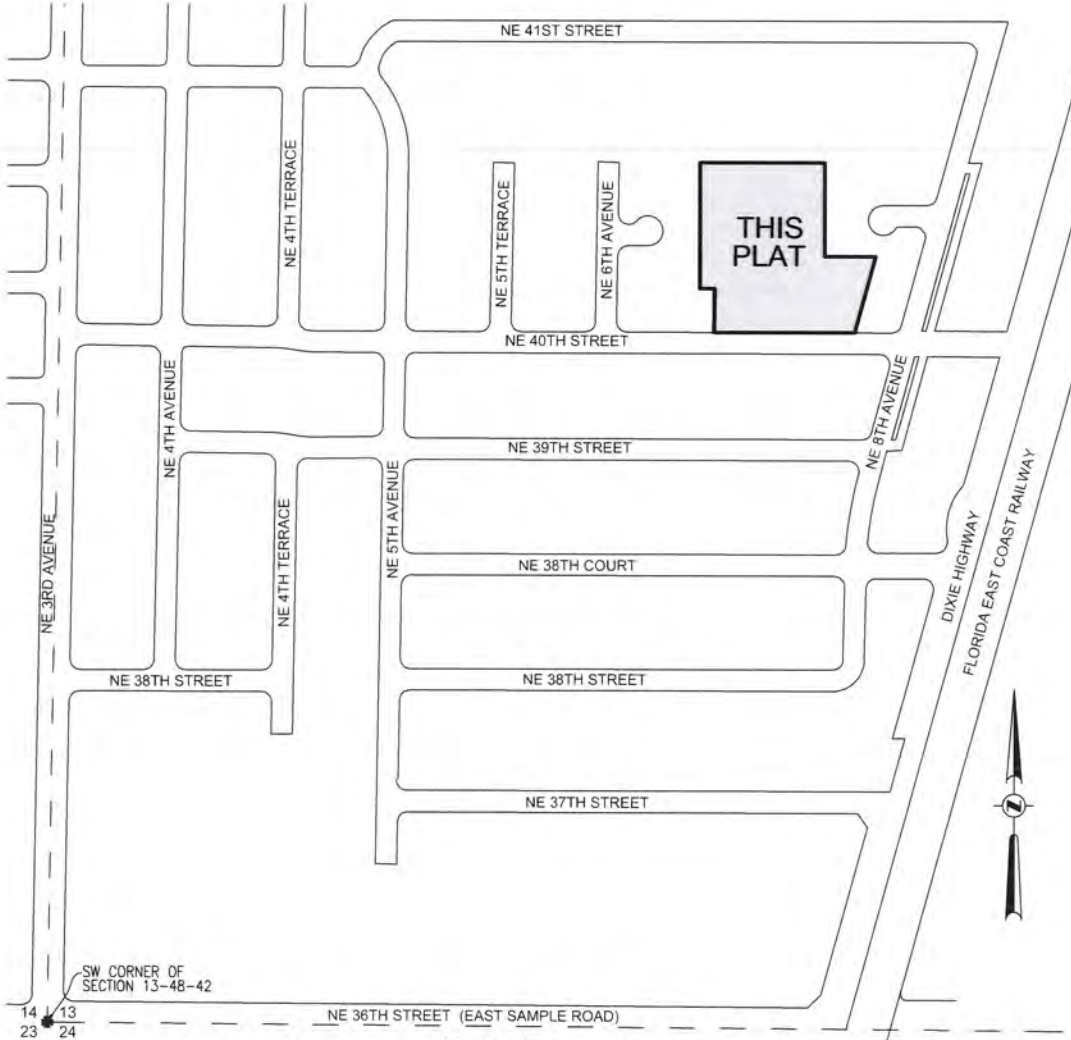
SECTION 13, TOWNSHIP 48 SOUTH, RANGE 42 EAST

CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA

PREPARED BY:

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
954-572-1777
FAX NO. 954-572-1778
JANUARY, 2020



LOCATION MAP

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 48 SOUTH, RANGE 42 EAST
NOT TO SCALE

BETHESDA CHRISTIAN CENTER INC. A FLORIDA CORPORATION	PLATTING SURVEYOR	CITY ENGINEER	CITY OF DEERFIELD BEACH	COUNTY SURVEYOR	COUNTY ENGINEER

PLAT BOOK _____ PAGE _____
SHEET 1 OF 3 SHEETS

CITY OF DEERFIELD BEACH CITY PLANNING AND ZONING BOARD:

THIS IS TO CERTIFY: THAT THE CITY OF DEERFIELD BEACH PLANNING AND ZONING BOARD HAS APPROVED AND ACCEPTED THIS PLAT FOR RECORD THIS _____ DAY OF _____, 20____

DATED THIS _____ DAY OF _____, A.D. 20____

BY: _____
CHAIRMAN

CITY OF DEERFIELD BEACH CLERK'S CERTIFICATE:

I HEREBY CERTIFY: THAT THIS PLAT HAS BEEN APPROVED BY THE CITY OF DEERFIELD BEACH, IN AND BY A MOTION DULY ADOPTED BY THE CITY COMMISSION ON THIS _____ DAY OF _____, A.D. 20____

IN WITNESS WHEREOF: I HAVE EXECUTED THESE PRESENTS AND AFFIXED THE CORPORATE SEAL OF THE CITY OF DEERFIELD BEACH, FLORIDA, IN SAID CITY THIS _____ DAY OF _____, A.D. 20____

ALL APPLICABLE CONCURRENCY/IMPACT FEES FOR THE CONSTRUCTION, EXPANSION, AND/OR CONVERSION OF A BUILDING WITHIN THIS PLAT SHALL BE PAID ON THE DATE OF BUILDING PERMIT ISSUANCE.

BY: _____
CITY CLERK

CITY OF DEERFIELD BEACH CITY ENGINEER:

THIS IS TO CERTIFY: THAT THE LAND DEVELOPER HAS COMPLIED WITH THE APPLICABLE PROVISIONS SET FORTH IN TITLE V, CHAPTER 7, OF THE CITY OF DEERFIELD BEACH CITY CODE.

DATED THIS _____ DAY OF _____, A.D. 20____

BY: _____
PRINT NAME: _____
CITY ENGINEER
LICENSE NO. _____
STATE OF FLORIDA

BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____, A.D. 20____

BY: _____
DIRECTOR/DESIGNEE

BROWARD COUNTY PLANNING COUNCIL:

THIS IS TO CERTIFY: THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH THE DEDICATION OF RIGHTS-OF-WAY FOR TRAFFICWAYS THIS _____ DAY OF _____, A.D. 20____

BY: _____
CHAIRPERSON

THIS PLAT COMPLIES WITH THE APPROVAL OF THE BROWARD COUNTY PLANNING COUNCIL OF THE ABOVE DATE AND IS APPROVED AND ACCEPTED FOR RECORD THIS DAY _____ OF _____, A.D. 20____

BY: _____
EXECUTIVE DIRECTOR OR DESIGNEE

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES COUNTY RECORDS DIVISION:

THIS IS TO CERTIFY: THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS _____ DAY OF _____, A.D. 20____

BY: _____
MAYOR, COUNTY COMMISSION

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES AND APPROVED AND ACCEPTED FOR RECORD.

BY: _____ DATE: _____
ROBERT P. LEGG, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS4030

BY: _____ DATE: _____
ALEJANDRO S. PEREZ
ACTING COUNTY ENGINEER
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION NO. 33217

PLANNING FILE NO. -MP-20

"BETHESDA CHRISTIAN CENTER"

A REPLAT OF LOTS 1 AND 2 IN BLOCK 4, AND LOT 5, BLOCK 3, AND THAT PART OF THE VACATED RIGHT-OF-WAY LYING BETWEEN LOT 1, BLOCK 4 AND LOT 5, BLOCK 3, ALL OF "TALLMAN PINES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND THAT PARCEL OF LAND IN TRACT 22, SECTION 13 (LYING WEST OF THE RAILROAD RIGHT-OF-WAY), "PLAT OF SEC'S. 13, 24, 25 & 26, T. 48, R 42 S. & E.", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 164, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA
SECTION 13, TOWNSHIP 48 SOUTH, RANGE 42 EAST
CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA

PREPARED BY:
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
954-572-1777
FAX NO. 954-572-1778
JANUARY, 2020

NOTICE:
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MORTGAGEE CONSENT:
KNOW ALL MEN BY THESE PRESENTS: THAT SUNTRUST BANK, A GEORGIA BANKING ASSOCIATION, THE HOLDER OF THAT CERTAIN COLLATERAL ASSIGNMENT OF PROMISSORY NOTE AND MORTGAGE DATED NOVEMBER 22, 2011, AND RECORDED DECEMBER 9, 2011 IN OFFICIAL RECORDS BOOK 48359, PAGE 938, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS ASSIGNMENT FROM CHRISTIAN FINANCIAL RESOURCES, INC., A NON-PROFIT CORPORATION, OF MORTGAGE DATED APRIL 16, 2008, AND RECORDED APRIL 24, 2008 IN OFFICIAL RECORDS BOOK 45306, PAGE 719, DOES HEREBY CONSENT TO THIS PLAT AND JOINS IN THE DEDICATIONS AS SHOWN HEREON.

IN WITNESS WHEREOF: SUNTRUST BANK, A GEORGIA BANKING ASSOCIATION, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY _____ ITS _____, IN THE PRESENCE OF THESE TWO WITNESSES AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS _____ DAY OF _____, A.D. 202__

SUNTRUST BANK, A GEORGIA BANKING ASSOCIATION

WITNESSES:
BY: _____ BY: _____
PRINT NAME: _____ PRINT NAME: _____
BY: _____ TITLE: _____
PRINT NAME: _____

ACKNOWLEDGMENT OF MORTGAGEE:
STATE OF _____ S.S.
COUNTY OF _____
I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, _____ OF SUNTRUST BANK, A GEORGIA BANKING ASSOCIATION, WHO IS PERSONALLY KNOWN TO ME AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER FREE ACT AND DEED AS SUCH OFFICER FOR THE PURPOSES THEREIN EXPRESSED AND WHO DID NOT TAKE AN OATH.

WITNESS: MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 2020.

SIGNATURE: _____ NOTARY PUBLIC - STATE OF _____
PRINTED NAME OF ACKNOWLEDGER: _____
MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER: _____

SUNTRUST BANK, A
GEORGIA BANKING
ASSOCIATION

- LEGEND:
- P.R.M./PRM DENOTES: PERMANENT REFERENCE MONUMENT (4' X 4" X 24" CONCRETE MONUMENT WITH 2" ALUMINUM DISK STAMPED "PRM LB 3870" UNLESS OTHERWISE NOTED)
- P.C.P./PCP DENOTES: PERMANENT CONTROL POINT (MAG NAIL & 1.2" BRASS WASHER STAMPED "PCP LB 3870" UNLESS OTHERWISE NOTED)
- RM- DENOTES: NAIL & 1.2" BRASS DISK STAMPED "LB 3870"
- RM- DENOTES: REFERENCE MONUMENT (PERMANENT REFERENCE MONUMENT PLACED ON OFFSET)
- LB DENOTES: LICENSED BUSINESS
- R/W DENOTES: RIGHT-OF-WAY
- FPL DENOTES: FLORIDA POWER & LIGHT COMPANY
- DENOTES: CENTERLINE
- NVAL DENOTES: NON-VEHICULAR ACCESS LINE
- O.R.B. DENOTES: OFFICIAL RECORD BOOK
- P.B. DENOTES: PLAT BOOK
- PG. DENOTES: PAGE
- ID. DENOTES: IDENTIFICATION

"BETHESDA CHRISTIAN CENTER"

A REPLAT OF LOTS 1 AND 2 IN BLOCK 4, AND LOT 5, BLOCK 3, AND THAT PART OF THE VACATED RIGHT-OF-WAY LYING BETWEEN LOT 1, BLOCK 4 AND LOT 5, BLOCK 3, ALL OF "TALLMAN PINES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND THAT PARCEL OF LAND IN TRACT 22, SECTION 13 (LYING WEST OF THE RAILROAD RIGHT-OF-WAY), "PLAT OF SEC'S. 13, 24, 25 & 26, T. 48, R 42 S. & E.", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 164, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA

SECTION 13, TOWNSHIP 48 SOUTH, RANGE 42 EAST
CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA

PREPARED BY:
PULICE LAND SURVEYORS, INC.

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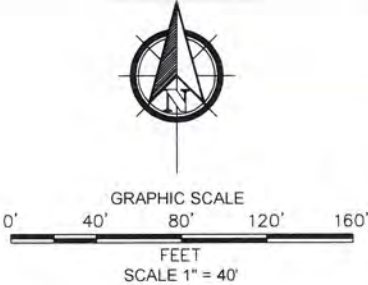
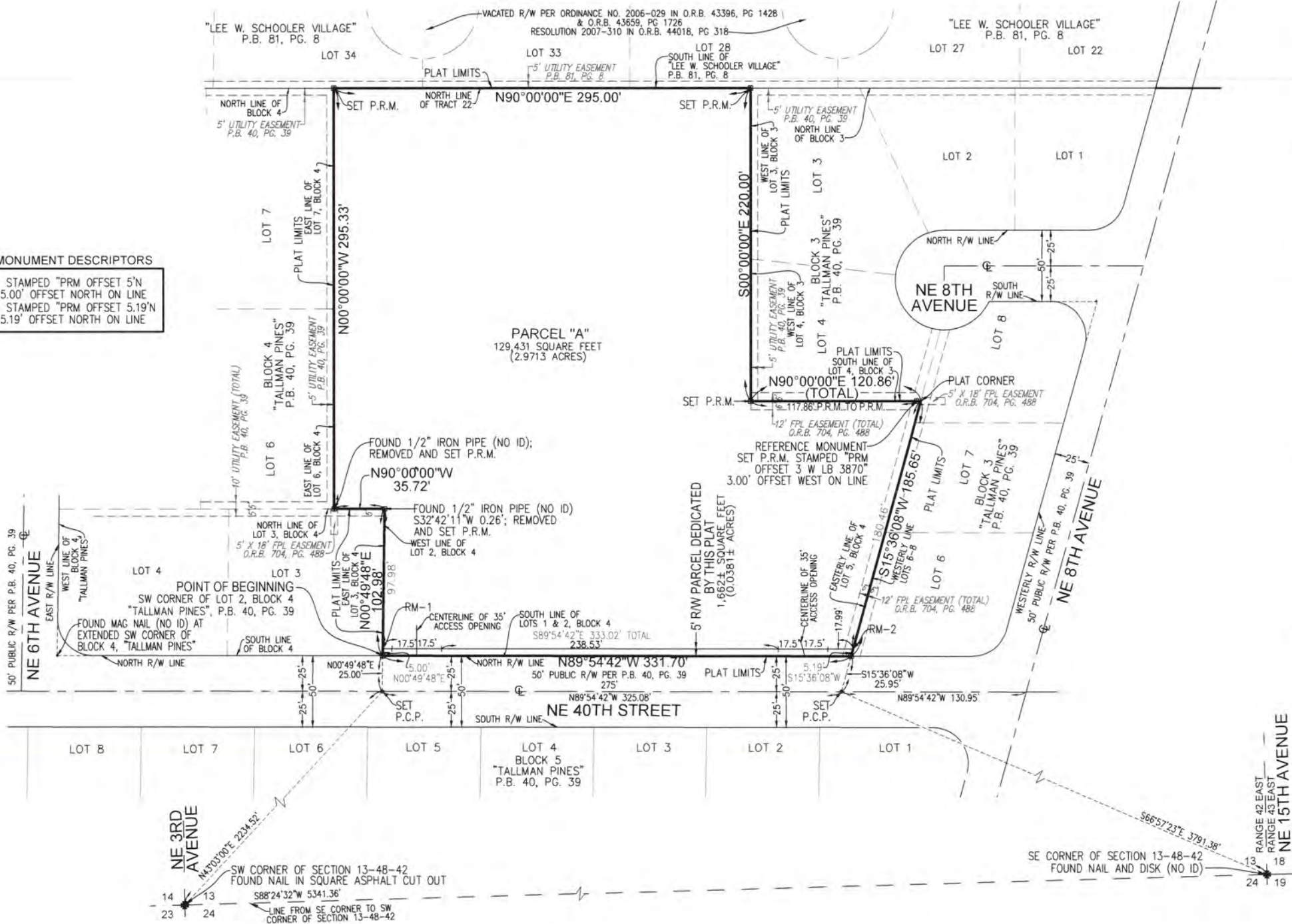
SURVEYOR'S NOTES:

- 1) THIS PLAT IS RESTRICTED TO 24,000 SQUARE FEET OF PLACE OF WORSHIP (20,250 SQUARE FEET OF NEW AND 3,750 SQUARE FEET OF EXISTING) AND ONE SINGLE-FAMILY DWELLING UNIT.
- 2) BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH A LINE FROM THE SE CORNER TO THE SW CORNER OF SECTION 13-48-42 BEING S88°24'32"W.
- 3A) IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING DRY MODELS, SALES AND CONSTRUCTION OFFICES) AND FIRST INSPECTION APPROVAL ARE NOT ISSUED BY 20, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME AND/OR
- 3B) IF CONSTRUCTION OF PROJECT WATER LINES, SEWER LINES, DRAINAGE, AND THE ROCK BASE FOR INTERNAL ROADS HAVE NOT BEEN SUBSTANTIALLY COMPLETED BY 20, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME.
- 4) THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR PURSUANT TO CHAPTER 177.091, SUBSECTION (28), FLORIDA STATUTES. PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS NOTE DOES NOT APPLY TO PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- 5) ALL RECORDED DOCUMENTS DEPICTED HEREON ARE RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY UNLESS OTHERWISE NOTED.

REFERENCE MONUMENT DESCRIPTORS

RM-1 SET P.R.M. STAMPED "PRM OFFSET 5'N LB 3870" 5.00' OFFSET NORTH ON LINE

RM-2 SET P.R.M. STAMPED "PRM OFFSET 5.19'N LB 3870" 5.19' OFFSET NORTH ON LINE



PLANNING FILE NO. -MP-20

EXISTING LAND USE: RESIDENTIAL LOW (5 DU/AC)
PROPOSED LAND USE: RESIDENTIAL LOW (5 DU/AC)

EXISTING ZONING: I-1C (INSTITUTIONAL / EDUCATIONAL)
PROPOSED ZONING: CF (COMMUNITY FACILITY)

GROSS ACREAGE OF TOTAL SITE: 137,705 SQ.F.T OR 3.1 AC
NET ACREAGE OF TOTAL SITE: 129,431 SQ. FT. OR 2.9 AC

TOTAL NUMBER OF DWELLING UNITS AND BEDROOM COUNT
ONE EXIST. DWELLING UNIT (TWO BEDROOMS) NOT IN SCOPE OF WORK

FLOOR AREA RATIO (FAR):
28,332 SQ. FT./129,431 = .21

LOT COVERAGE:
PROPOSED PLACE OF WORSHIP BUILDING-1:1,547 SQ. FT. (COVERED ENTRY)
PROPOSED PLACE OF WORSHIP BUILDING-1:17,084 SQ. FT.
EXIST. BUILDING-2:3,708 SQ. FT. (FELLOWSHIP HALL)
EXIST. ONE STORY BUILDING-3:1,475 SQ. FT. (RESIDENTIAL)
23,814 SQ. FT. OR 18.3% OF SITE AREA

SQUARE FOOTAGE EXISTING AND PROPOSED USES:
PROPOSED 1ST FLOOR BUILDING-1: 17,084 SQ. FT.
PROPOSED 2ND FLOOR BUILDING-1: 6,065 SQ. FT.
EXIST. BUILDING-2: 3,708 SQ. FT. (FELLOWSHIP HALL)
EXIST. BUILDING-3: 1,475 SQ. FT. (RESIDENTIAL)

TOTAL PERVIOUS AREA:
39,344 SQ. FT. OR 30% OF SITE AREA
TOTAL IMPERVIOUS AREA:
90,087 SQ. FT. OR 70% OF SITE AREA

TOTAL PERCENTAGE OF LANDSCAPED OPEN SPACE:
39,344 SQ. FT. OR 30% OF SITE

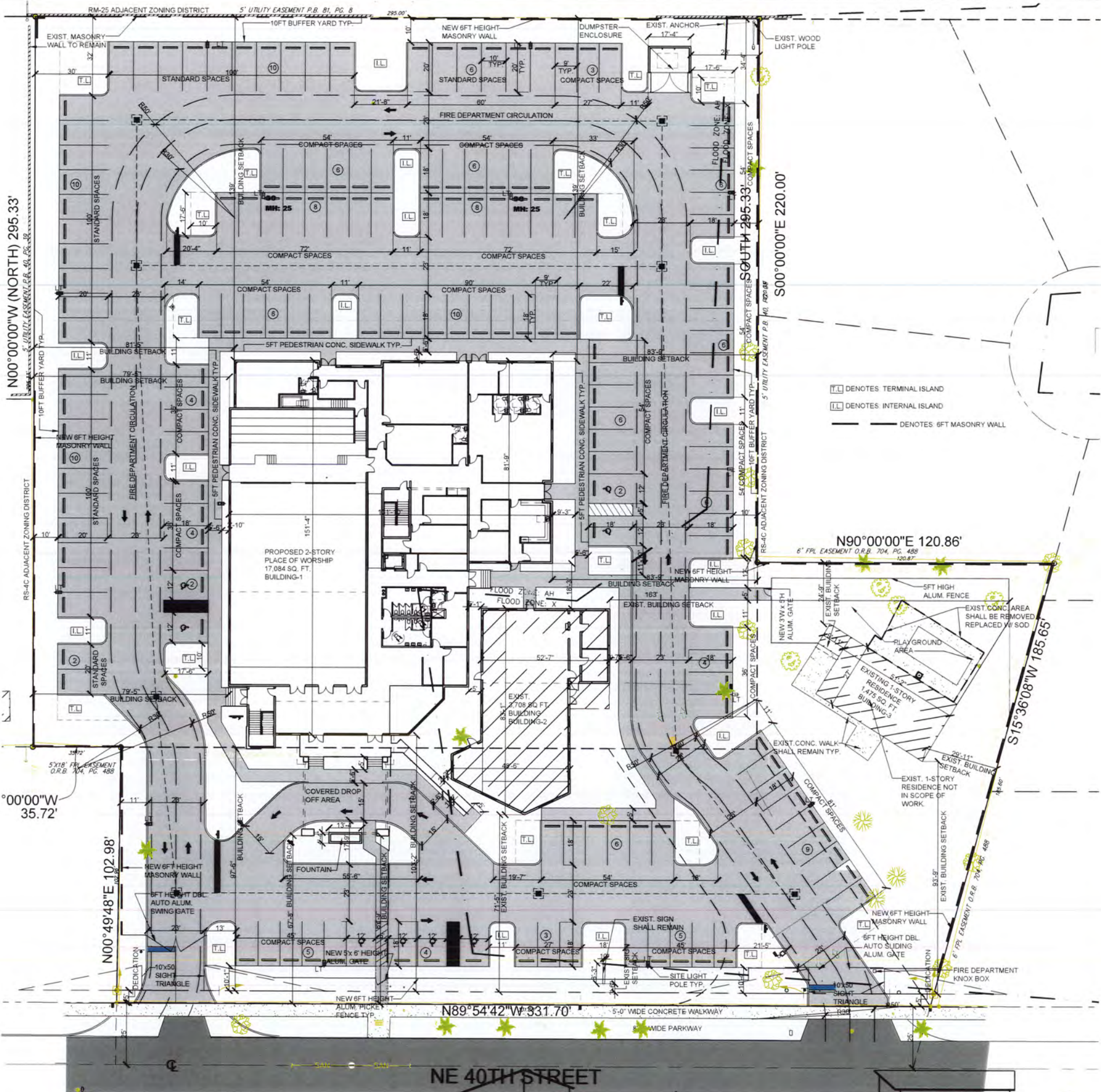
MAXIMUM HEIGHT OF ALL BUILDINGS:
EXIST. RESIDENTIAL BUILDING: +/-12'-0" HEIGHT
EXIST. PLACE OF WORSHIP: +/-21'-6" HEIGHT
PROPOSED EXPANSION: 34'-1" FROM GRADE TO FLAT ROOF DECK HEIGHT

PROPOSED BUILDING SETBACK		
SIDE	REQUIRED	PROVIDED
NORTH REAR	15'-0"	139'-0" MIN.
SOUTH FRONT	25'-0"	67'-8" MIN.
WEST SIDE	10'-0"	79'-5"
EAST SIDE	10'-0"	83'-9"

TOTAL NUMBER OF PARKING SPACES: (FOR PLACE OF WORSHIP)
1 PARKING SPACE/4 SEATING SPACE IN CHAPEL AREA
628/4=157
PARKING REQUIRED: 157 SPACES
41 STANDARD PARKING SPACES PROVIDED OR 26% OF PROVIDED
8 ACCESSIBLE PARKING SPACES PROVIDED OR 5% OF PROVIDED
108 COMPACT PARKING SPACES PROVIDED OR 69% OF PROVIDED
TOTAL PARKING SPACES PROVIDED: 157

NOTE: OTHER USAGE WITHIN THIS FACILITY SUCH AS: CHILD CARE, PRAYER ROOM, FELLOWSHIP HALL, ETC. WILL NOT BE UTILIZED AT THE SAME TIME AS THE SANCTUARY AREA.

AREA EXIST. & PROPOSED USE	
PROPOSED BUILDING #1:	
DAYCARE:	1,563 SQ. FT.
KITCHEN:	408 SQ. FT.
SUNDAY SCHOOL RMS:	803 SQ. FT.
PRAYER ROOM:	857 SQ. FT.
ADMIN. /PASTORS OFFICE:	526 SQ.FT.
1ST FLOOR WORSHIP/BAPTISTERY:	6,265 SQ.FT.
2ND FLOOR WORSHIP MEZZANINE:	2,000 SQ. FT.
2ND FLOOR CONF. ROOM:	516 SQ. FT.
2ND FLOOR YOUTH OFFICE:	346 SQ.FT.
2ND FLOOR FITNESS/RESTROOMS:	876 SQ.FT.
EXIST. BUILDING #2:	
FELLOWSHIP HALL:	2,893 SQ. FT.
EXIST. OFFICES:	310 SQ. FT.
EXIST. BUILDING#3:	
RESIDENTIAL:	1,475 SQ.FT.



11820 Miramar Parkway, Suite 121
Miramar, Florida 33025
(P) 954-592-2841
(FAX) 954-392-7502
Email: rta@rtasouth.net
www.rtaarchitect.com

SEAL: AR NO. 95832

AA26002444

**PROPOSED EXPANSION FOR:
BETHESDA CHRISTIAN CENTER**

641 N.E. 40TH STREET
DEERFIELD BEACH, FLORIDA 33064

CLIENT:

REV.	DATE	DESCRIPTION
1	10/07/2020	2AC COMMENTS

DESIGN DELIVERABLE: -
ISSUE DATE: 02/05/2020

PROJECT NUMBER: 18-012
DRAWN BY: R.E.T
CHECKED BY: R.E.T

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SHEET TITLE

SHEET NUMBER
AS-101



Development Review Committee Summary Report Development Plan Application Review

General Information

Application No.	20-P-226
Applicant:	Bethesda Christian Center, Inc.
Agent:	Elizabeth Tsouroukdissian of Pulice Land Surveyors, Inc.
Requested Action/Description:	Request to replat a 3.0095 acre site to be restricted to 24,000 square feet of place of worship and one single-family dwelling unit, and to be known as the "Bethesda Christian Center" Plat.
Location:	641 Northeast 40 th Street
Legal Description:	This property is generally described as PLAT OF SEC'S 13,24,25&26,T48 R42 S & E 1-8 PB,TRANSCRIBED AS 1-26 B POR TR 22 DESC AS BEG 840 E OF NW COR TR 22,E 295,S 295.33,W 295,N 295.33,TOG/W TALLMAN PINES; more particularly described in the file.
Size:	3.0095 net acres (131,093 SF)
Existing Zoning:	I-1c (Institutional and Educational) and RS-4c (One-family Detached)
Existing Land Use:	Place of Worship; Single-family Residence
Future Land Use Plan Designation:	Residential Low
Surrounding Land Use and Zoning:	

	<u>Existing Land Use</u>	<u>Zoning</u>
North:	Multi-family Residential	RM-25 (Residence, Multi-family)
East:	Single-family Residential	RS-4c (One-family detached)
South:	Single-family Residential	RS-4c (One-family detached)
West:	Single-family Residential	RS-4c (One-family detached)

Applicable Regulations:	Broward County Land Development Code
--------------------------------	--------------------------------------

Plat Restrictions:

Proposed Plat is restricted to “24,000 square feet of Place of Worship (20,250 square feet of new and 3,750 square feet of existing) and One Single-Family Dwelling Unit”, and to be known as the “Bethesda Christian Center” Plat

Department Comments & Requirements

REQUEST:

The applicant, Bethesda Christian Center, Inc., has submitted an application requesting approval to replat a 3.0095 acre site to be known as the “Bethesda Christian Center” Plat, located at 641 Northeast 40th Street. The proposed plat includes a restrictive note to limit development to “24,000 square feet of Place of Worship (20,250 square feet of new and 3,750 square feet of existing) and One Single-Family Dwelling Unit”. The proposed plat also includes 1,662 square feet of right-of-way dedication.

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

BACKGROUND:

The property is located in the I-1c (Institutional and Educational) and RS-4c (One-Family Detached Dwelling) zoning districts under the Broward County Land Development Code and is approximately 3.0095 net acres. The applicant has submitted a Rezoning Application (20-R-193) to rezone the property to a City CF (Community Facilities) zoning district and a Major Site Plan Application (20-CF-41) to construct a 17,084 square foot expansion of the existing church. Both applications are currently in review by staff and will be heard at a future meeting.

The City’s approval of this replat is subject to Broward County’s final approval, which may include additional right-of-way dedication.

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

COMMENTS:**Planning & Zoning****PLANNING CONSIDERATIONS:**

1. Compliance with the Comprehensive Plan: Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation identifies the site as Residential Low. The

existing use of the site is not changing and is permitted in the land use designation. Therefore, the proposal is consistent with the goals, objectives, and policies of the Deerfield Beach Comprehensive Plan.

2. Land Development Requirements: The existing house of worship and single-family residence are permitted uses within the I-1c and RS-4c zoning districts in the Broward County Land Development Code. The requested plat will include a restrictive note limiting the size of the church and number of dwelling units to the existing one-family dwelling unit. It is noted that the applicant also intends to rezone the property to a City CF (Community Facilities) zoning district as part of a separate application, which is currently under review by staff.
3. Transportation Concurrency Requirements: The plat is located within the Northeast Transportation Concurrency Management Area. Concurrency requirements for the parcel will be assessed by the County upon their review of the plat and findings of trip generation. County plat approval will be based on these findings and their recommendations must be implemented before a building permit may be issued for the parcel.

SUMMARY:

Staff's review of application 20-P-226 has found that the proposed replat is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan. The existing uses are permitted per the designated zoning districts within the City of Deerfield Beach Zoning Map and the Broward County Land Development Code.

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



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-575

Agenda Date: 9/14/2020

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2020-083: APPLICATION NO. 18-PID-2Z (RICHARD & RICE CONSTRUCTION CO. INC.)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The applicant, Richard & Rice Construction Co., Inc. is seeking approval to construct an 8,779 square foot office/warehouse building on approximately .9711 acres in the Newport Center PID, at 1219 W Newport Center Dr. This is the last vacant lot in Newport Center.

The Newport Center plat has a plat restriction allowing hotel use, not to exceed 91,600 square feet, and industrial/office space up to 1,198,400 square feet. The 8,779 square foot building is within the allowable square footage left for industrial/office space.

The site also includes the storm water retention from the adjacent site at 1215 W Newport Center Dr. The Environmental Services department has determined that the appropriate engineering requirements to accommodate the storm water retention for both lots have been satisfied with the proposed development, and the applicant has already obtained approval from the Broward County Environmental Protection and Growth Management, Environmental Engineering and Permitting Division.

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

The Community Appearance Board approved the proposed development plans on November 14, 2018.

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

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN APPLICATION FROM RICHARD & RICE CONSTRUCTION CO., INC., TO CONSTRUCT AN 8,779 SQUARE FOOT OFFICE AND WAREHOUSE BUILDING ON THE PROPERTY LOCATED AT 1219 W. NEWPORT CENTER DRIVE IN THE PID PLANNED INDUSTRIAL ZONING DISTRICT (APPLICATION NO. 18-PID-2Z); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 18-PID-2Z (the “Site Plan Application”) has been submitted to the City by Richard & Rice Construction Co, Inc. (the “Applicant”) seeking site plan approval to construct a 8,779 sq. ft. office and warehouse building on the currently vacant property located at 1219 W. Newport Center Drive, Deerfield Beach (the “Development”); and

WHEREAS, the Development site is an approximately .9711 acres located in the PID Planned Industrial Zoning District and legally described as NEWPORT CENTER 115-13 B LOT 57, as more particularly described in the file, and located at 1219 W. Newport Center Drive, Deerfield Beach, Florida (the “Property”); and

WHEREAS, the Property represents the last vacant lot in Newport Center; and

WHEREAS, on November 14, 2018, the Community Appearance Board approved the Site Plan Application; and

WHEREAS, the Planning and Zoning Board voted to recommend approval of the Site Plan Application on August 6, 2020; and

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

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

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

Section 2. The Site Plan Application is hereby approved, subject to all requirements set forth in the DRC report, as amended and dated May 15, 2020, all of which are incorporated herein and shall be deemed conditions of this approval and shall be satisfied.

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN APPLICATION FROM RICHARD & RICE CONSTRUCTION CO., INC., TO CONSTRUCT AN 8,779 SQUARE FOOT OFFICE AND WAREHOUSE BUILDING ON THE PROPERTY LOCATED AT 1219 W. NEWPORT CENTER DRIVE IN THE PID PLANNED INDUSTRIAL ZONING DISTRICT (APPLICATION NO. 18-PID-2Z); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 18-PID-2Z (the “Site Plan Application”) has been submitted to the City by Richard & Rice Construction Co, Inc. (the “Applicant”) seeking site plan approval to construct a 8,779 sq. ft. office and warehouse building on the currently vacant property located at 1219 W. Newport Center Drive, Deerfield Beach (the “Development”); and

WHEREAS, the Development site is an approximately .9711 acres located in the PID Planned Industrial Zoning District and legally described as NEWPORT CENTER 115-13 B LOT 57, as more particularly described in the file, and located at 1219 W. Newport Center Drive, Deerfield Beach, Florida (the “Property”); and

WHEREAS, after reviewing the Site Plan Application and the testimony submitted, the City Commission finds that the Site Plan Application for the Property fails to satisfy the requirements of Section _____ of the City of Deerfield Beach Land Development Code; and

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

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

Section 2. The Site Plan Application is hereby denied based upon the failure to meet the requirements of Section _____ of the City of Deerfield Beach Land Development Code.

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



PUBLIC HEARING NOTICE

September 4, 2020

Dear Property Owner:

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

P.H. 2020-083: APPLICATION NO. 18-PID-2Z

Applicant: **Richard & Rice Construction CO., INC., represented by Dunay, Miskel & Backman**

Proposal: Major site plan application seeking approval to construct an 8,779 square foot office/warehouse building on approximately .9711 acres in the Newport Center PID.

Location: The property is described as NEWPORT CENTER 115-13 B LOT 57 more particularly described in the file and is located at **1219 W Newport Center Drive.**

A public hearing will be held on **MONDAY, SEPTEMBER 14, 2020 at 7:00 p.m.** in the City Commission Chambers and/or utilizing communications media technology with elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

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

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

Samantha Gillyard, CMC, City Clerk



Public Hearing Notice Map

Major Site Plan

Application No. 18-PID-2Z

1219 W Newport Center Dr.



For additional information
call the Planning Department at 954-480-4206
or visit www.deerfield-beach.com/boardagendas

0 250 500
Feet



For Office Use Only

Application No.: 18-PID-22
Date: 7/30/18
Fee: \$1,875.00



DEVELOPMENT PLAN APPLICATION

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

New Development: Yes: X No: _____ Modification to Existing Development: Yes: _____ No: X

- Project Name: Lot 57 Newport Center
- Applicant: Richard & Rice Construction Company, Inc.
- Location of Proposal (street address): 1219 W. Newport Center Dr.
- Legal Description of said Property (lot, block, tract, subdivision): Lot 57, Newport Center

General Description of Project: To construct a 8,779 square foot office/warehouse building

Zoning District: PID Lot Area: 42,300 sq. ft. (0.9711 acres)

Square Footage of Structure: Existing: N/A Proposed: 8,779

Number of Dwelling Units: Existing: N/A Proposed: N/A

Disclosure Affidavit Provided: Yes: X No: _____ N/A: _____

Community Appearance Board Application Provided: Yes: X No: _____ N/A: _____

Agent: [Signature]
(Signature*)

Name: Matthew Scott/Dunay, Miskel & Backman
(Print)

Address: 14 SE 4th St. Suite 36
Boca Raton, FL 33487

Telephone: 561-405-3350

Email: msscott@dmblaw.com

Owner: [Signature]
(Signature**)

Name: GAETAN F. RICHARD
(Print)

Address: 828 S. Military Trail #6
Deerfield Beach, FL 33442

Telephone: 954-418-9831

Email: GAETAN@RICHARDANDRICE.COM

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

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

Revision Date: (3/23/2018)



For Office Use Only

Application No.: _____

Date: _____



DEVELOPMENT PERMIT APPLICATION DISCLOSURE AFFIDAVIT

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

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

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

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

(Attach additional sheets as needed for each item.)

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

N/A

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

N/A

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

N/A

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

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

I, GASTON F. RICHARDS have received a copy of the ordinance and understand the ordinance requirements.
Applicant

[Signature]
Signature

7-23-2018
Date

Sworn to and subscribed before me this 23RD day of JULY, 20 18.

By: [Signature]

Produced as ID:

DRIVER LICENSE
R263-286-52-466-0

NOTARY PUBLIC
JEANNINE KASMER QUINN
MY COMMISSION # FF 243820
EXPIRES: October 24, 2019
~~Bonded Thru Budget Notary Services~~
Notary Public, State of Florida



For Office Use Only

Application No.:

Date:



DEVELOPMENT PERMIT APPLICATION DISCLOSURE AFFIDAVIT

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(Attach additional sheets as needed for each item.)

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

Jan. 2015-Joe Miller \$1,000.00; Jan. 2017-Bill Ganz \$1,000.00

Jan. 2017 - Bernie Parness \$1,000.00; Jan. 2017 - Todd Drosky \$1,000.00

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

None

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

None

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

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

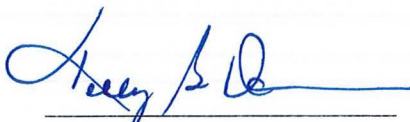
I, Matthew Scott, have received a copy of the ordinance and understand the ordinance requirements.
Applicant


Signature

8/1/2018
Date

Sworn to and subscribed before me this 1st day of August, 20 18.

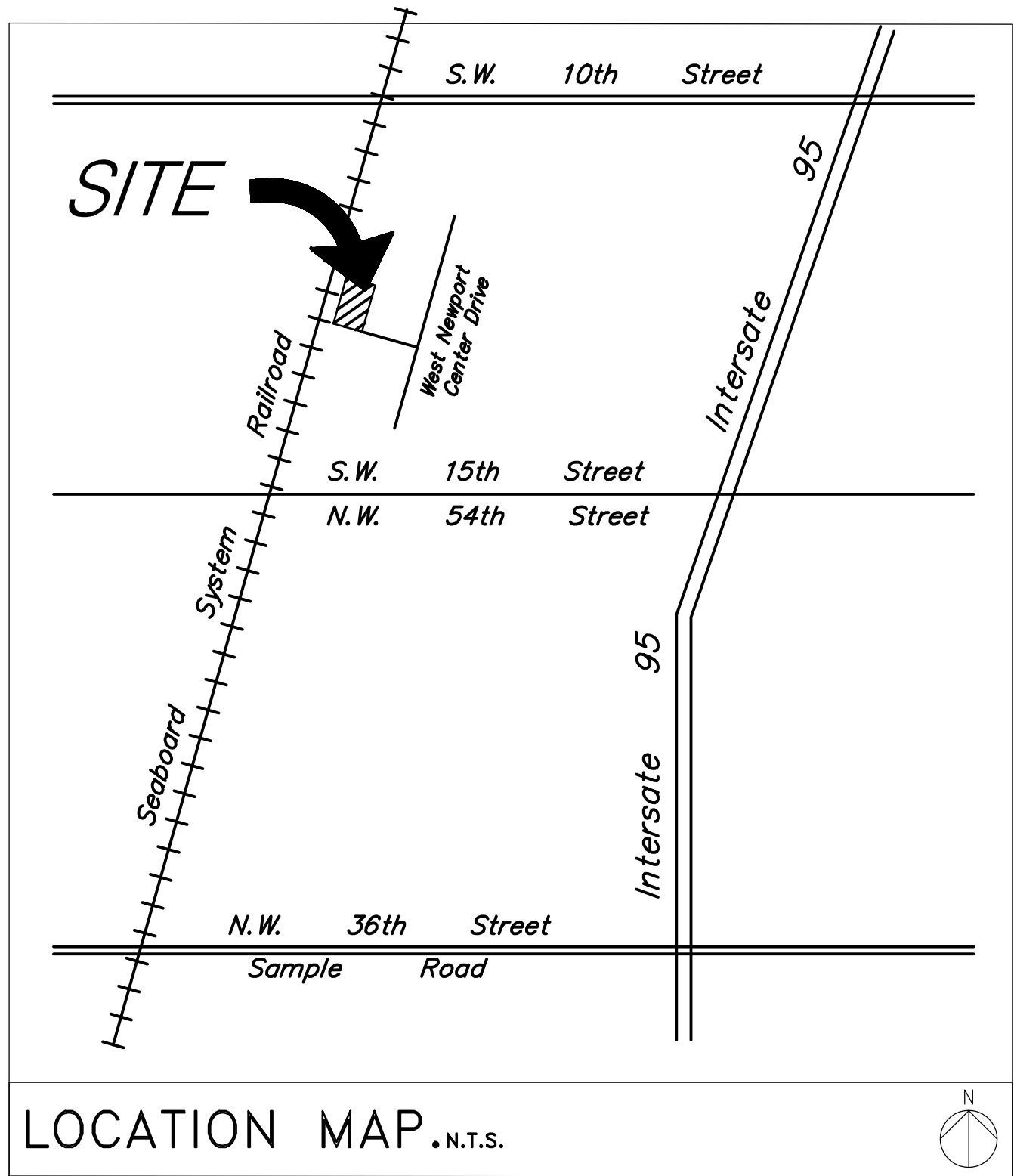
By: Matthew Scott Produced as ID: personally known


Notary Public, State of Florida



LOT 57 NEWPORT

1219 W NEWPORT CENTER
DRIVE, DEERFIELD BEACH,
FLORIDA



SITE PLAN APPROVAL SUBMITTAL
12.19.2018

PROJECT TEAM

CLIENT
RICHARD AND RICE CONSTRUCTION COMPANY, INC
828 SOUTH MILITARY TRAIL
DEERFIELD BEACH, FL, 33442
ARCHITECT
RLC ARCHITECTS, P.A.
14 SE 4TH STREET
BOCA RATON, FLORIDA 33432
561 393 6555 phone
561 395 0007 fax
WEB www.rlcarchitects.com
CIVIL
DCES
2295 NW CORPORATE BOULEVARD, SUITE 125
BOCA RATON, FLORIDA 33431
561 750 3717 phone
561 750 3686 fax
LANDSCAPE
DSBOCA
2300 CORPORATE BOULEVARD, SUITE 125
BOCA RATON, FLORIDA 33431
561 955 8623 phone
561 212 3504 cell

Sheet List Table

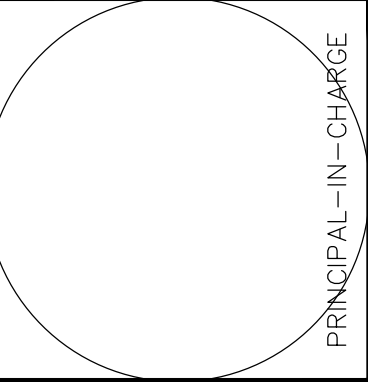
Sheet Number	Sheet Title	Resubmittal 12/19/2108
ARCHITECTURE: SITE		
A0.00	COVER SHEET	
--	SURVEY	
AS0.50	PHOTOMETRIC PLAN	
AS1.00	SITE PLAN	•
AS1.10	TABULATION DATA AND SITE DETAILS	
AS1.20	LANDSCAPED AREA	
AS1.30	TRANSPARENCY SURFACES CALCULATION	
ARCHITECTURE: PLANS		
A1.10	GROUND FLOOR PLAN	
A1.20	ROOF PLAN	
ARCHITECTURE: ELEVATIONS		
A3.00	ELEVATIONS	
A3.10	COLOR ELEVATIONS	
CIVIL		
C-1	CONCEPTUAL ENGINEERING PLAN	•
LANDSCAPE		
LP-01	PLANTING PLAN	•
LP-02	PLANTING SPECIFICATIONS	

RLC Architects

14 SE 4TH STREET, SUITE 100, BOCA RATON, FL 33432
TEL: 561 393 6555 FAX: 561 395 0007
WWW.RLCARCHITECTS.COM

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STATE OF FLORIDA REGISTERED ARCHITECTS NO. A426001960

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OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE
WRITTEN PERMISSION OF RLC ARCHITECTS, P.A.



CONSULTANT
INFO/LOGO

LOT 57 NEWPORT

1219 W NEWPORT CENTER DRIVE, DEERFIELD BEACH,
FLORIDA

REVISIONS

Drawing Title

COVER SHEET

Scale

Project No. 16095

Plot Date 1/2/2019

Principal: JC

Project Director:

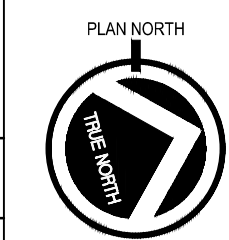
Project Manager:

Drafted by: TUNG CHUI

Checked by:

Sheet No.

A0.00

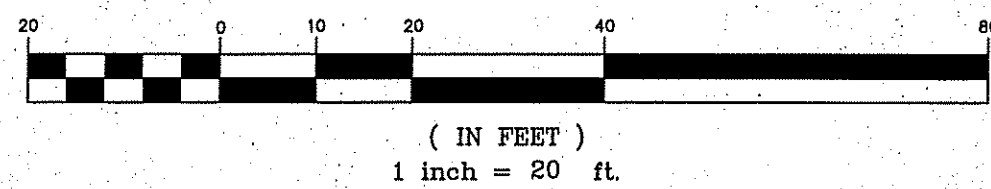


SPA
SUBMITTAL
12/19/2018



prepared by
McLAUGHLIN ENGINEERING COMPANY (LB#285)
1700 N.W. 64th STREET, SUITE 400
FORT LAUDERDALE, FLORIDA, 33309
PHONE: (954) 763-7611 FAX: (954) 763-7615

GRAPHIC SCALE



LEGEND

A = CENTRAL ANGLE (DELTA)
R = RADIUS
A OR L = ARC LENGTH
CHBRC = CHORD BEARING
CH = CHORD
TAN = TANGENT
TANBRC = TANGENT BEARING
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.I.V. = POINT OF INTERSECTION
W/MCL CAP = WITH McLAUGHLIN ENGINEERING CO. CAP
P.R.M. = PERMANENT REFERENCE MONUMENT
G.T.M. = GREASE TRAP MANHOLE
CONC. = CONCRETE
C.B.S. = CONCRETE BLOCK AND STUCCO
R.C.P. = REINFORCED CONCRETE PIPE
I.C.V. = IRRIGATION CONTROL VALVE
A.K.A. = ALSO KNOWN AS
DIA. = DIAMETER
W.M. = WATER METER
W.V. = WATER VALVE
W.L.P. = WOOD STREET LIGHT POLE
M.L.P. = METAL LIGHT POLE
W.P.P. = WOOD POWER POLE
B.F.P. = BACK FLOW PREVENTOR
C.A.T.V. = CABLE TV TERMINAL OR BOX
ELEC. = ELECTRIC
BX = SEWER VALVE
FL = FEET
LB = LICENSE BUSINESS
F.H. = FIRE HYDRANT
S.T.L. = SURVEY TIE LINE
D.B.H. = DIAMETER AT BREAST HEIGHT
DESC. = DESCRIPTION FROM FORMER DESCRIPTION
M.H.W. = MEAN HIGH WATER
N.S.I.D. = NORTH SPRINGS IMPROVEMENT DISTRICT
NAVDB8 = NORTH AMERICA VERTICAL DATUM (1988)
ALTA = AMERICAN LAND TITLE ASSOCIATION
ELEV. OR EL. = ELEVATION
O/S = OFFSET
A/C = AIR CONDITIONING
C.L. = CENTERLINE OF RIGHT-OF-WAY
B.L. = BASE LINE
± = MORE OR LESS
F.P.L. = FLORIDA POWER AND LIGHT CO.
S.B.T. = SOUTHERN BELL TELEPHONE
B.C.R. = BROWARD COUNTY RECORDS
M.D.C.R. = MIAMI DADE COUNTY RECORDS
P.B.R. = PALM BEACH COUNTY RECORDS
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
D.B. = DEED BOOK
P.C. = POINT OF CURVE
P.R.C. = POINT OF REVERSE CURVE
R.O.W. = RIGHT-OF-WAY
C/O = CLEAN OUT
C.H. = CHAIN LINK FENCE
C.P.P. = CONCRETE POWER POLE
A.L.P. = ALUMINUM LIGHT POLE
C.L.P. = CONCRETE LIGHT POLE
W/F = WET FACE
B.H. = BULKHEAD
O.U. = OVERHEAD UTILITY LINES
W/W.C. = WITH WITNESS CAP # 285
CO. = COMPANY
NO. = NUMBER
INV. = INVERT
MAG. = MAGNET
MEAS. = MEASURE
CALC. = CALCULATED
MISC. = MISCELLANEOUS
P.C.D. = POLLUTION CONTROL DEVICE
DIA. = DIAMETER
NGVD29 = NATIONAL GEODETIC VERTICAL DATUM (1929)
NGS = NATIONAL GEODETIC SURVEY
P.I. = POINT INTERSECTION
NSPS = NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION

TREE SYMBOLS

INDICATES DIAMETER± (D.B.H.)

- PINE TREE
- OAK TREE
- PALM TREE
- BLACK OLIVE
- TABAOUA
- UNKNOWN TREE
- MAHOGANY
- ACACIA
- UMBRELLA
- CREPE MYRTLE

FLOOD ZONE LEGEND

ZONE "X"
— 0.2% ANNUAL CHANCE OF FLOOD HAZARD
ZONE "X"
— AREA OF MINIMAL FLOOD HAZARD

NOTES:

- This survey reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements/reservations or rights-of-way of record by McLaughlin Engineering Company.
- Underground improvements if any not located.
- This drawing is not valid unless sealed with an embossed surveyors seal.
- Boundary survey information does not infer Title or Ownership.
- Reference Bench Mark: P.K. nail at Northwest corner of Lot 84 this plat (115/13 B.C.R.) Elevation= 13.02(NGVD29) converted to 11.43 (NAVDB8).
- Elevations shown refer to North American Vertical Datum (1988), and are indicated thus: Elev. = 9.97
- This property lies in Flood Zones "X", 0.2% Annual Chance of Flood Hazard & "X", Minimal Chance of Flood Hazard Per Flood Insurance Rate Map No. 12011C0167 H, Dated: August 18, 2014, Community Panel No. 125101.
- Underground Utility locations shown hereon, if any, are based upon point marks on the ground, provided by others. McLaughlin Engineering Company did not confirm the accuracy of this data. The exact location of all utilities should be confirmed prior to design or construction.
- Bearings shown hereon refer to an assumed bearing of North 15°50'53" East on the West line of Lot 57, Newport Center, P.B. 115, Pg. 13, B.C.R.
- Elevations per North American Vertical Datum (1988) derived from National Geodetic Vertical Datum (1929) data and converted using U.S. Army Corps of Engineers software (Corpscon 6.0.1) obtained from <http://www.tech.army.mil/>
- This property is Zoned PID (Planned Industrial Development)

OFFICE NOTES

FIELD BOOK NO. TDS w/Worksheets, Print, Print, PRINT

JOB ORDER NO. U-2364, U-3110, V-2892, V-3469

CHECKED BY:

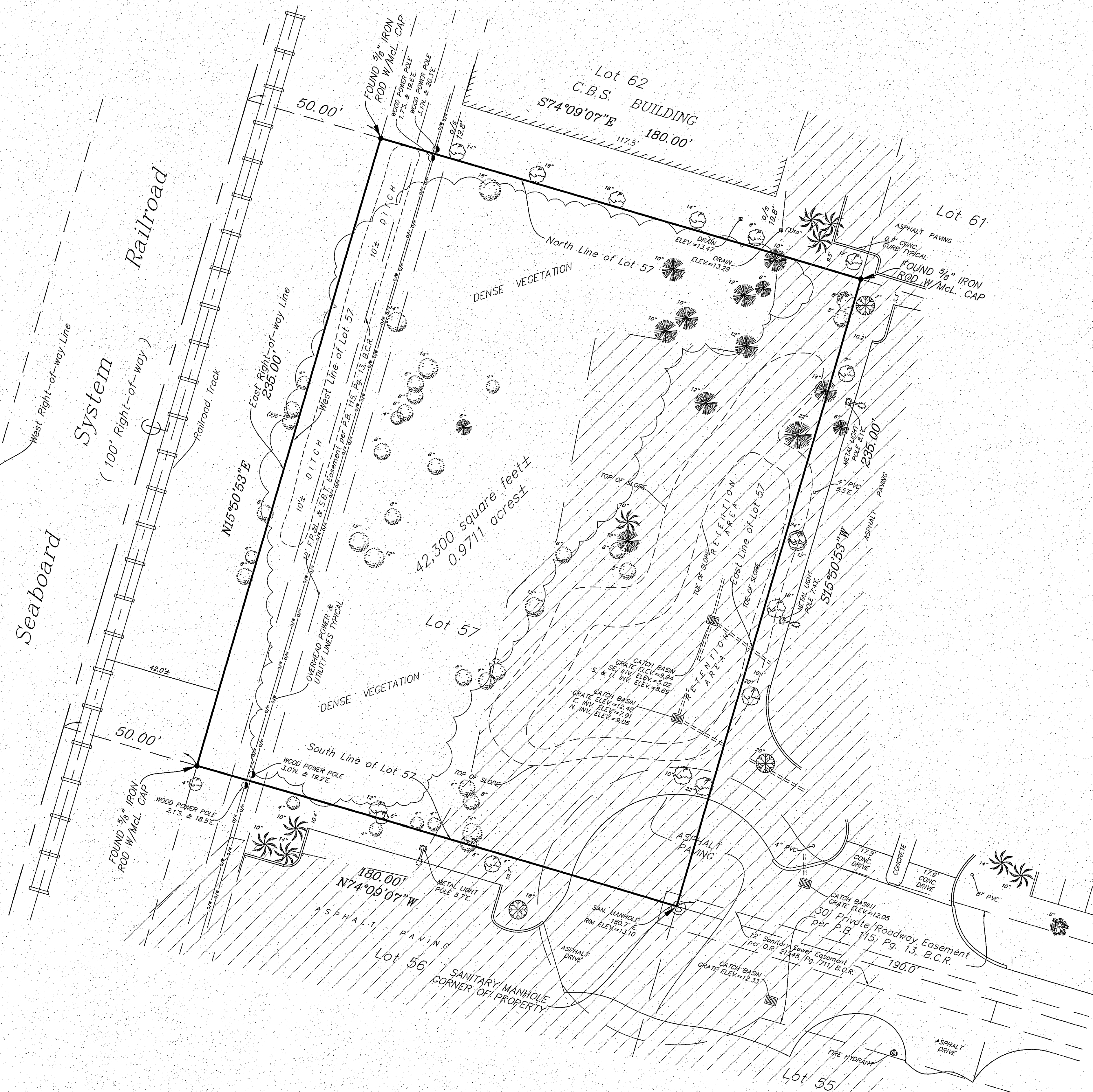
DRAWN BY: DRP, RDR, KT

REFERENCE DRAWING: T-6901 (92 - 2 - 28A)

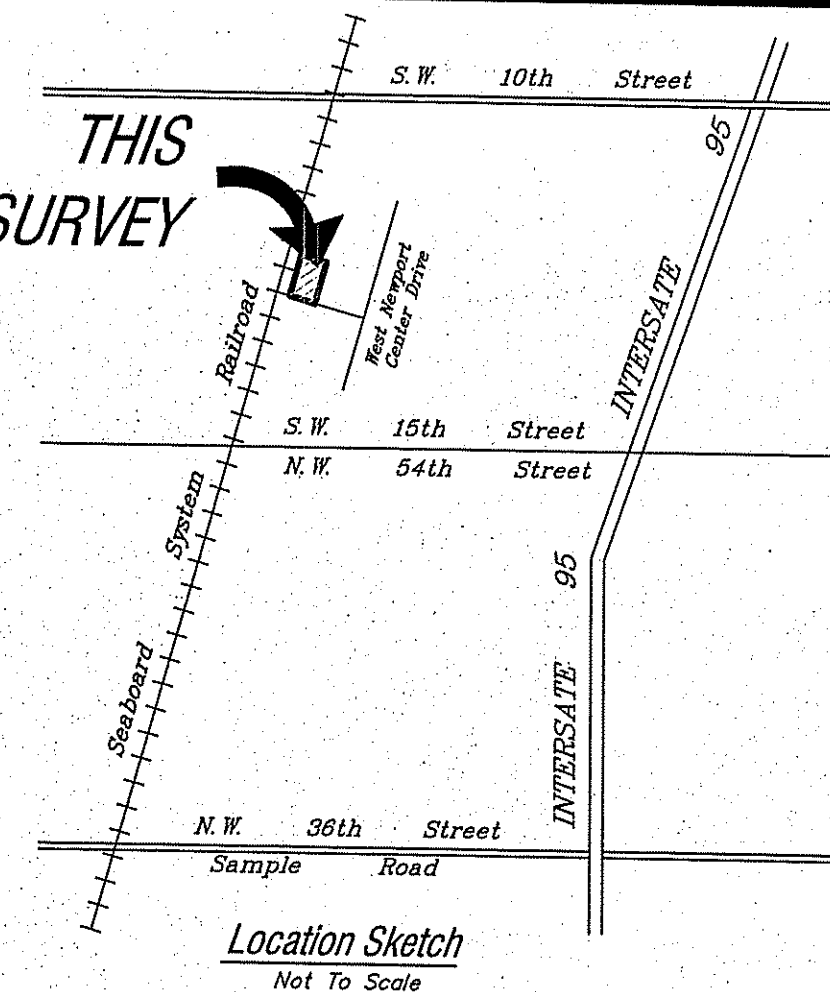
TOPOGRAPHIC SURVEY

LOT 57, NEWPORT CENTER, PLAT BOOK 115, PAGE 13, B.C.R.

CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA



THIS SURVEY



Legal Description

Lot 57, NEWPORT CENTER, according to the plat thereof, recorded in Plat Book 115, Page 13, of the public records of Broward County, Florida.

Said lands situate, lying and being in the City of Deerfield Beach, Broward County, Florida and containing 42,300 square feet or 0.9711 acres, more or less.

Certified to:

MERRILL A. BOOKSTEIN COUNSELOR AT LAW, P.A.;
FIRST SOUTHERN BANK, ISOA.

CERTIFICATION

We hereby certify that this survey meets the "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.05 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

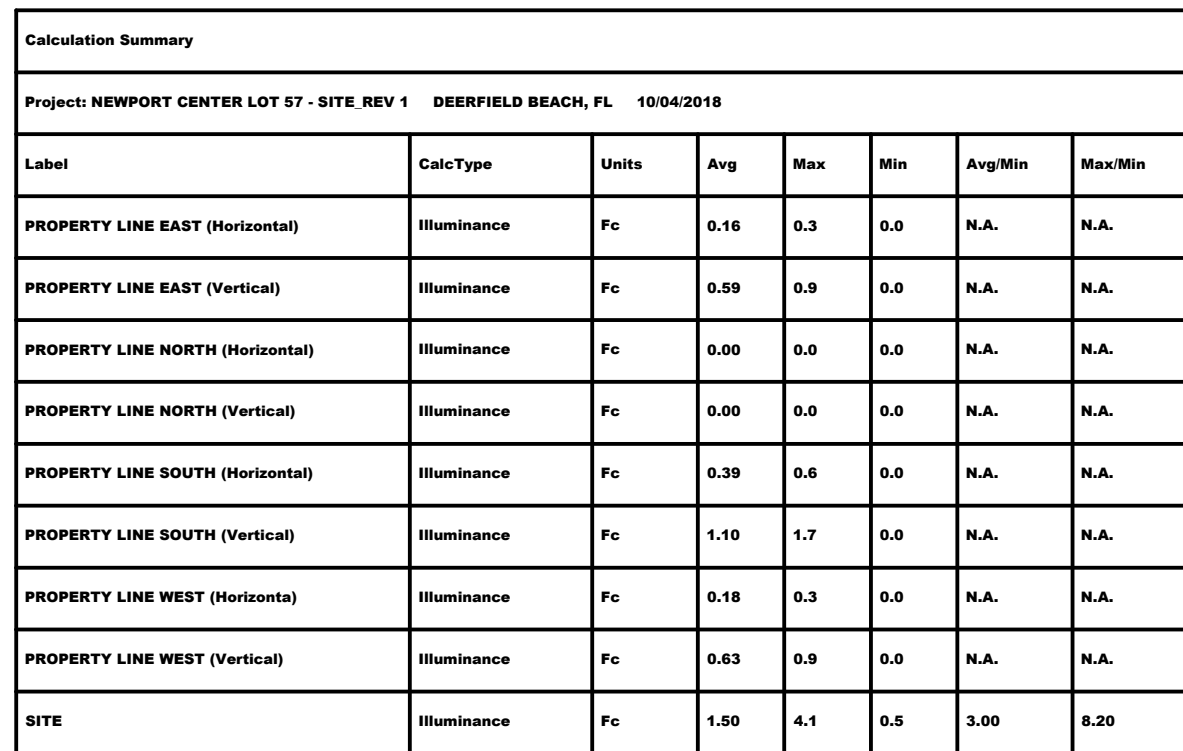
Dated at Fort Lauderdale, Florida, this 13th day of June, 2006.
Certification added this 10th day of January, 2007.
Resurveyed this 20th day of December, 2017.
Resurvey and tree survey made this 10th day of July, 2018.

McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FILE NO.:

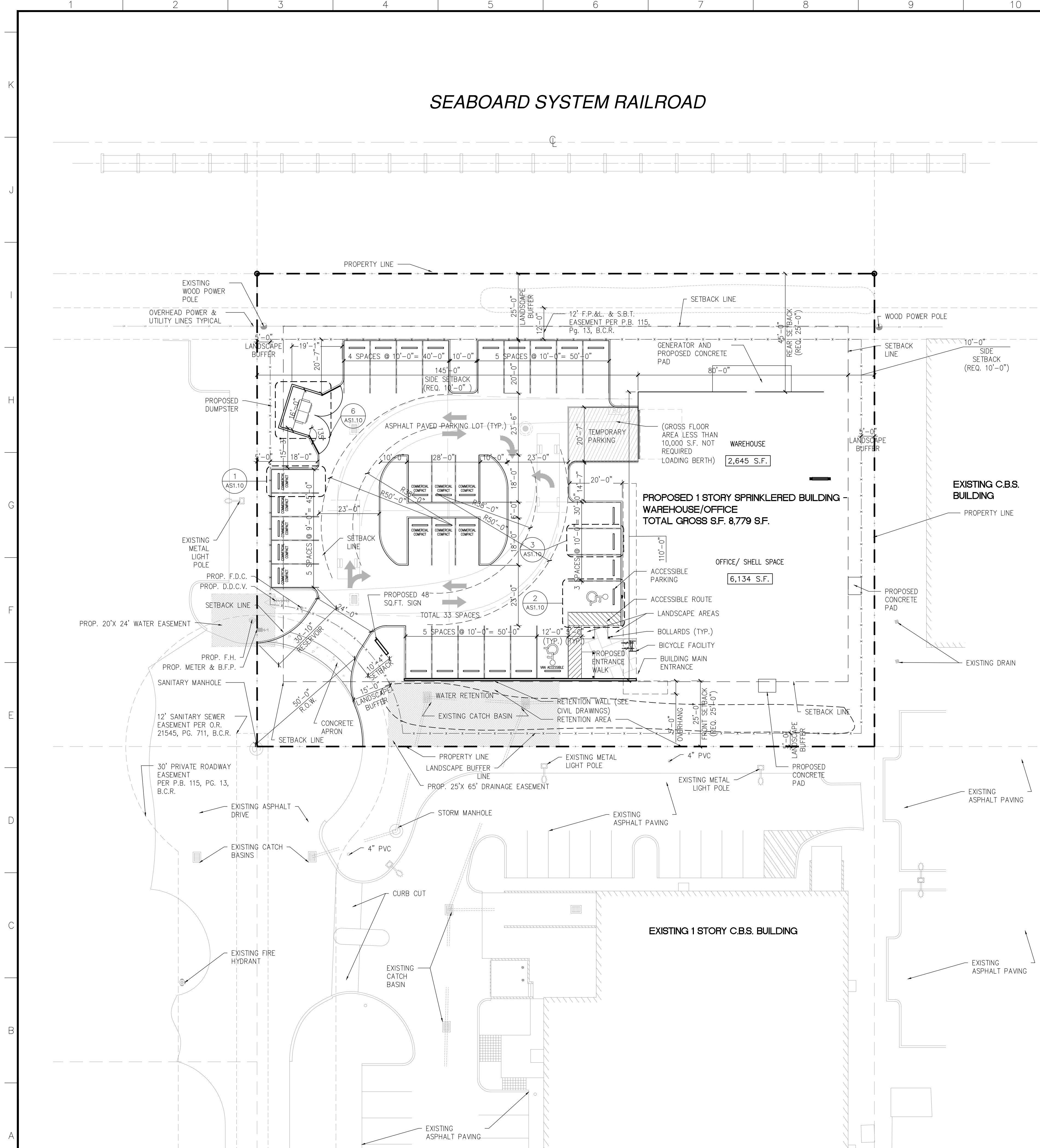
06 - 3 - 069(Lot 57)(18)



1	PHOTOMETRIC PLAN
AS0.50	SCALE: 1" = 20'-0"

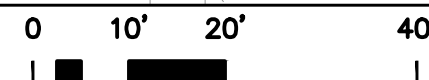


AS0.50



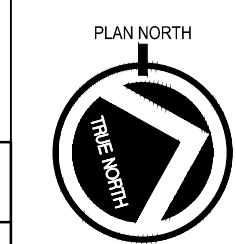
1 SITE PLAN AND GROUND FLOOR PLAN

AS1.00 SCALE: 1"=20'-0"



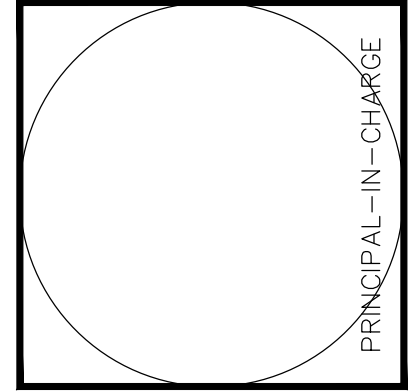
2 VICINITY MAP

AS1.00 SCALE: 1"=100'-0"



SPA
SUBMITTAL
12/19/2018

RLC Architects
14 SE ASSESS BUILDING, SUITE 100, 30432
T. 351.393.6555 F. 1.861.395.0000
WWW.RLCARCHITECTS.COM
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STATE OF FLORIDA REGISTERED ARCHITECTS No. A242001960
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ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY
ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF
RLC ARCHITECTS, P.A.



CONSULTANT
INFO/LOGO

LOT 57 NEWPORT
129 W NEWPORT CENTER DRIVE, DEERFIELD BEACH,
FLORIDA

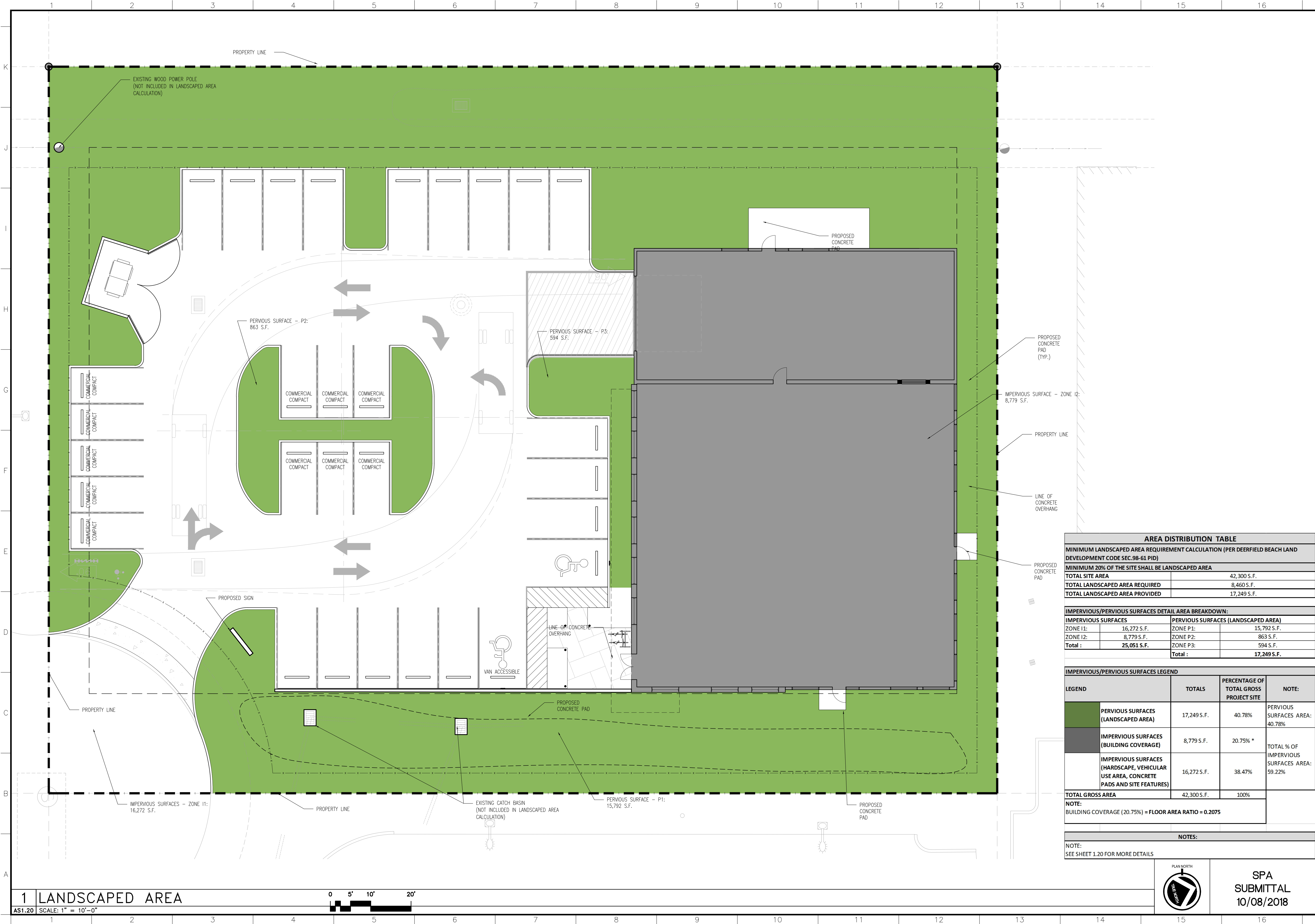
REVISIONS

Drawing Title
SITE PLAN

Scale
Project No. 16095
Plot Date 12/19/2018

Principal: JC
Project Director:
Project Manager:
Drafted by: TUNG CHUI
Checked by:

Sheet No.
AS1.00



AREA DISTRIBUTION TABLE				
MINIMUM LANDSCAPED AREA REQUIREMENT CALCULATION (PER DEERFIELD BEACH LAND DEVELOPMENT CODE SEC.98-61 PID)				
MINIMUM 20% OF THE SITE SHALL BE LANDSCAPED AREA				
TOTAL SITE AREA		42,300 S.F.		
TOTAL LANDSCAPED AREA REQUIRED		8,460 S.F.		
TOTAL LANDSCAPED AREA PROVIDED		17,249 S.F.		
IMPERVIOUS/PERVIOUS SURFACES DETAIL AREA BREAKDOWN:				
IMPERVIOUS SURFACES		PERVIOUS SURFACES (LANDSCAPED AREA)		
ZONE I1:	16,272 S.F.	ZONE P1:	15,792 S.F.	
ZONE I2:	8,779 S.F.	ZONE P2:	863 S.F.	
Total :	25,051 S.F.	ZONE P3:	594 S.F.	
		Total :	17,249 S.F.	
IMPERVIOUS/PERVIOUS SURFACES LEGEND				
LEGEND		TOTALS	PERCENTAGE OF TOTAL GROSS PROJECT SITE	NOTE:
	PERVIOUS SURFACES (LANDSCAPED AREA)	17,249 S.F.	40.78%	PERVIOUS SURFACES AREA: 40.78%
	IMPERVIOUS SURFACES (BUILDING COVERAGE)	8,779 S.F.	20.75% *	TOTAL % OF IMPERVIOUS SURFACES AREA: 59.22%
	IMPERVIOUS SURFACES (HARDSCAPE, VEHICULAR USE AREA, CONCRETE PADS AND SITE FEATURES)	16,272 S.F.	38.47%	
TOTAL GROSS AREA		42,300 S.F.	100%	
NOTE: BUILDING COVERAGE (20.75%) = FLOOR AREA RATIO = 0.2075				
NOTES:				
NOTE: SEE SHEET 1.20 FOR MORE DETAILS				

RLC Architects
14 SE 14TH AVE, SUITE 100, DEERFIELD BEACH, FL 33442
TEL: 561.393.6555 FAX: 561.395.0000
WWW.RLCARCHITECTS.COM

CONSULTANT
INFO/LOGO

LOT 57 NEWPORT

129 W NEWPORT CENTER DRIVE, DEERFIELD BEACH,
FLORIDA

Principal: JC
Project Director:
Project Manager:
Drafted by: TUNG CHUI
Checked by:

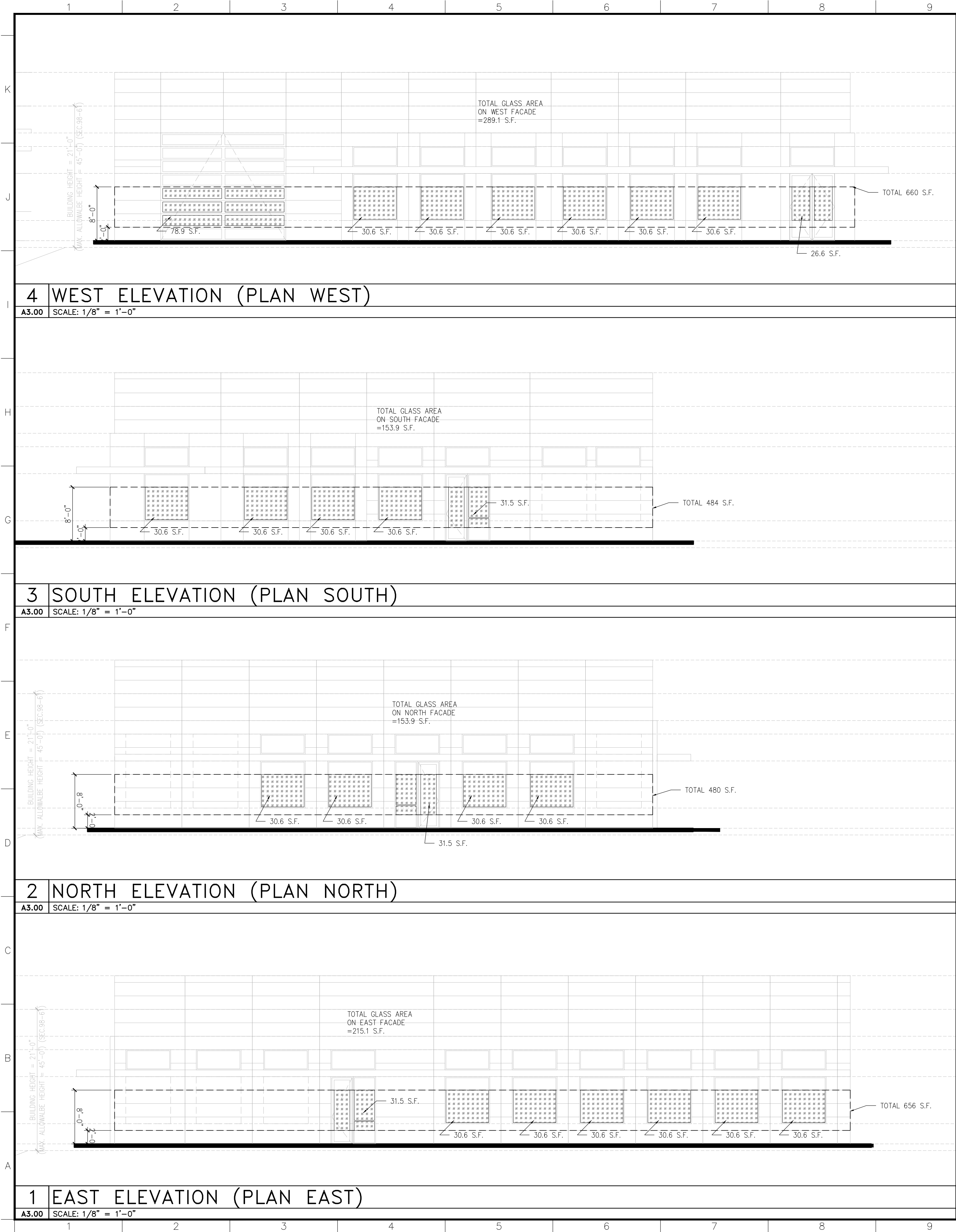
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REVISIONS

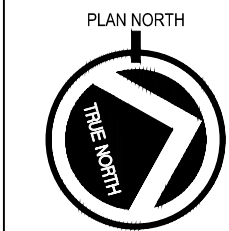
Drawing Title
LANDSCAPED AREA

Scale
Project No. 16095
Plot Date 10/5/2018

SPA
SUBMITTAL
10/08/2018



TOTAL S.F. DEFINED AS GROUND LEVEL BREAK DOWN (SEC. 78-7(b)(8))				
	NORTH FAÇADE SF	EAST FAÇADE SF	SOUTH FAÇADE SF	WEST FAÇADE SF
GROUND LEVEL	480 S.F.	656 S.F.	484 S.F.	660 S.F.
TOTAL 2,280 S.F.				
TOTAL GLASS AREA (SQ. FT.) BREAK DOWN				
	GLASS ON NORTH FAÇADE SF	GLASS ON EAST FAÇADE SF	GLASS ON SOUTH FAÇADE SF	GLASS ON WEST FAÇADE SF
GROUND LEVEL	153.9 S.F.	215.1 S.F.	153.9 S.F.	289.1 S.F.
TOTAL 812.0 S.F.				
PERCENTAGE OF GLASS				
NOTE: PURSUANT TO THE CAB CODE, 35% OF THE PERIMETER AT GROUND FLOOR OF A BUILDING SURFACES SHALL BE TRANSPARENT				
	TOTAL SF DEFINED AS GROUND LEVEL	TOTAL GLASS AREA (SQ. FT.) REQUIRED	TOTAL GLASS AREA (SQ. FT.) PROVIDED	PERCENTAGE OF GLASS
GROUND FLOOR	2,280 S.F.	798.0 S.F.	812.0 S.F.	35.61%
SYMBOL: GLASS AREA	NOTE:			
	1. IMPACT CLEAR GLASS			

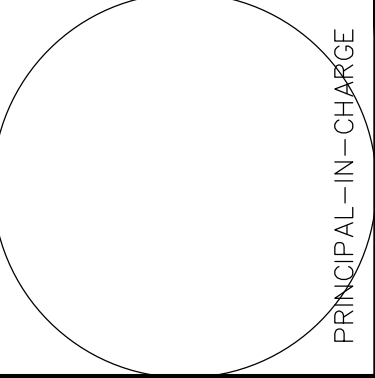


SPA
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10/08/2018

RLC Architects

14 SE 10th Street, Suite 100, Ft. Lauderdale, FL 33302
Tel: 305.393.6555 Fax: 305.395.0000
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LOT 57 NEWPORT

129 W NEWPORT CENTER DRIVE, DEERFIELD BEACH,
FLORIDA

REVISIONS	

Drawing Title

TRANSPARENCY
SURFACES
CALCULATION

Scale

Project No. 16095

Plot Date 10/5/2018

Principal: JC

Project Director:

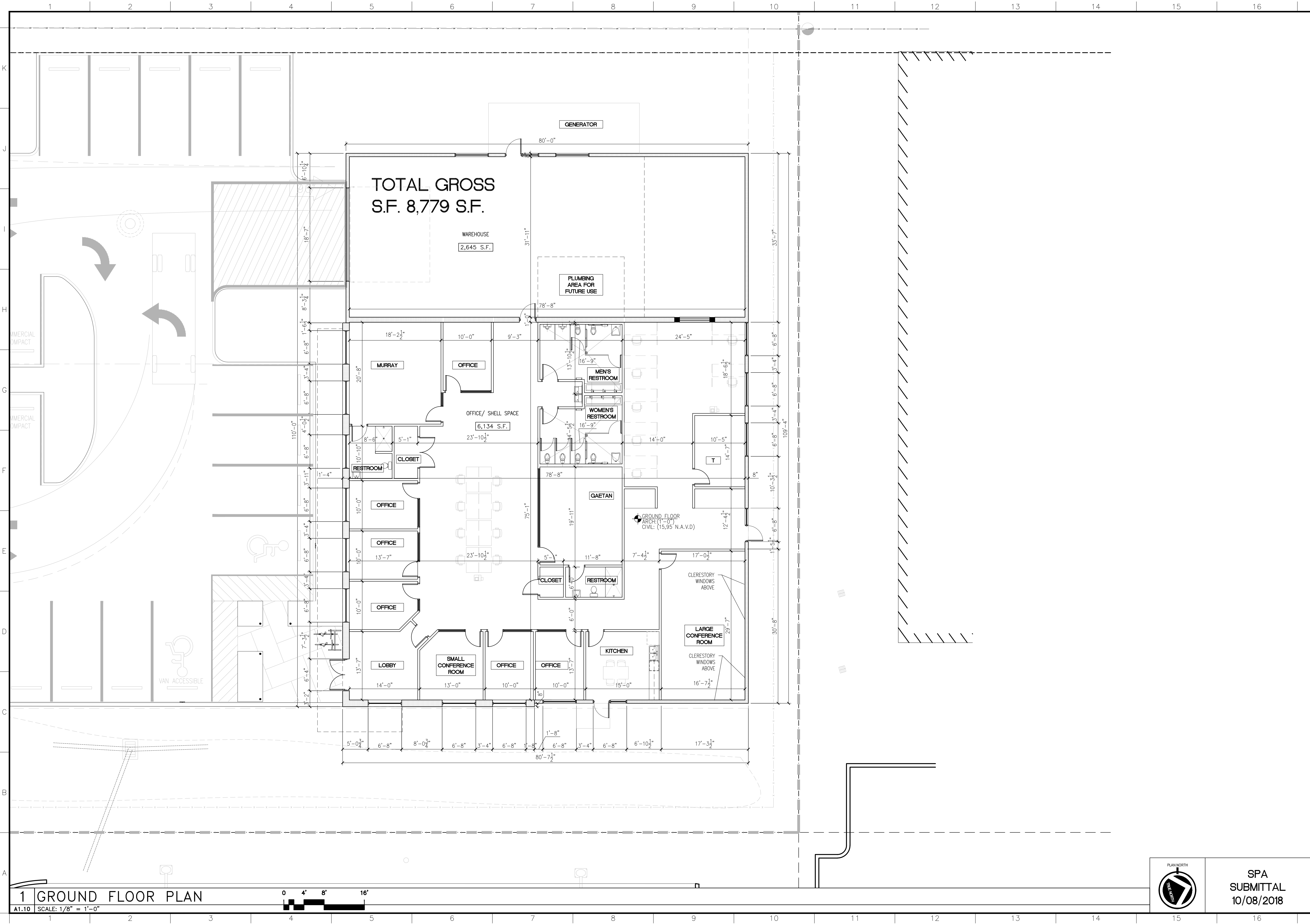
Project Manager:

Drafted by: TUNG CHUI

Checked by:

Sheet No.

AS1.30



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14 SE 14th Street, Suite 100, Ft. Lauderdale, FL 33302
TEL: 954.393.6555 FAX: 954.393.6556
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LOT 57 NEWPORT
129 W NEWPORT CENTER DRIVE, DEERFIELD BEACH,
FLORIDA

REVISIONS

Drawing Title
GROUND FLOOR
PLAN
Scale
Project No. 16095
Plot Date 10/5/2018

Principal: JC
Project Director:
Project Manager:
Drafted by: CHUI
Checked by:

Sheet No.
A1.10



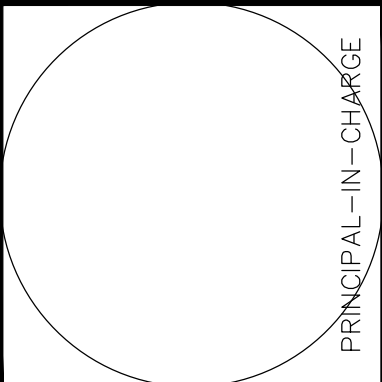
MATERIAL LEGEND

- 001 METAL OVERHANG
- 002 NOT IN USE
- 003 GLASS DOOR W/ OPTIONAL IMPACT RESISTANT GLASS IN ALUMINUM FRAME
- 004 GLASS WINDOW W/ OPTIONAL IMPACT RESISTANT GLASS IN ALUMINUM FRAME
- 005 STUCCO
- 006 STUCCO REVEAL
- 007 GLASS OVERHEAD GARAGE DOOR
- 008 KNOCK-OUT PANEL

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TAMPA, FL 33602
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INFO/LOGO

LOT 57 NEWPORT

1219 W NEWPORT CENTER DRIVE, DEERFIELD BEACH,
FLORIDA

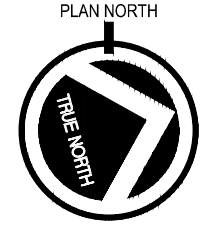
REVISIONS

Drawing Title
ELEVATIONS

Scale
Project No. 16095
Plot Date 10/5/2018

Principal: JC.
Project Director:
Project Manager:
Drafted by: TUNG CHUI
Checked by:

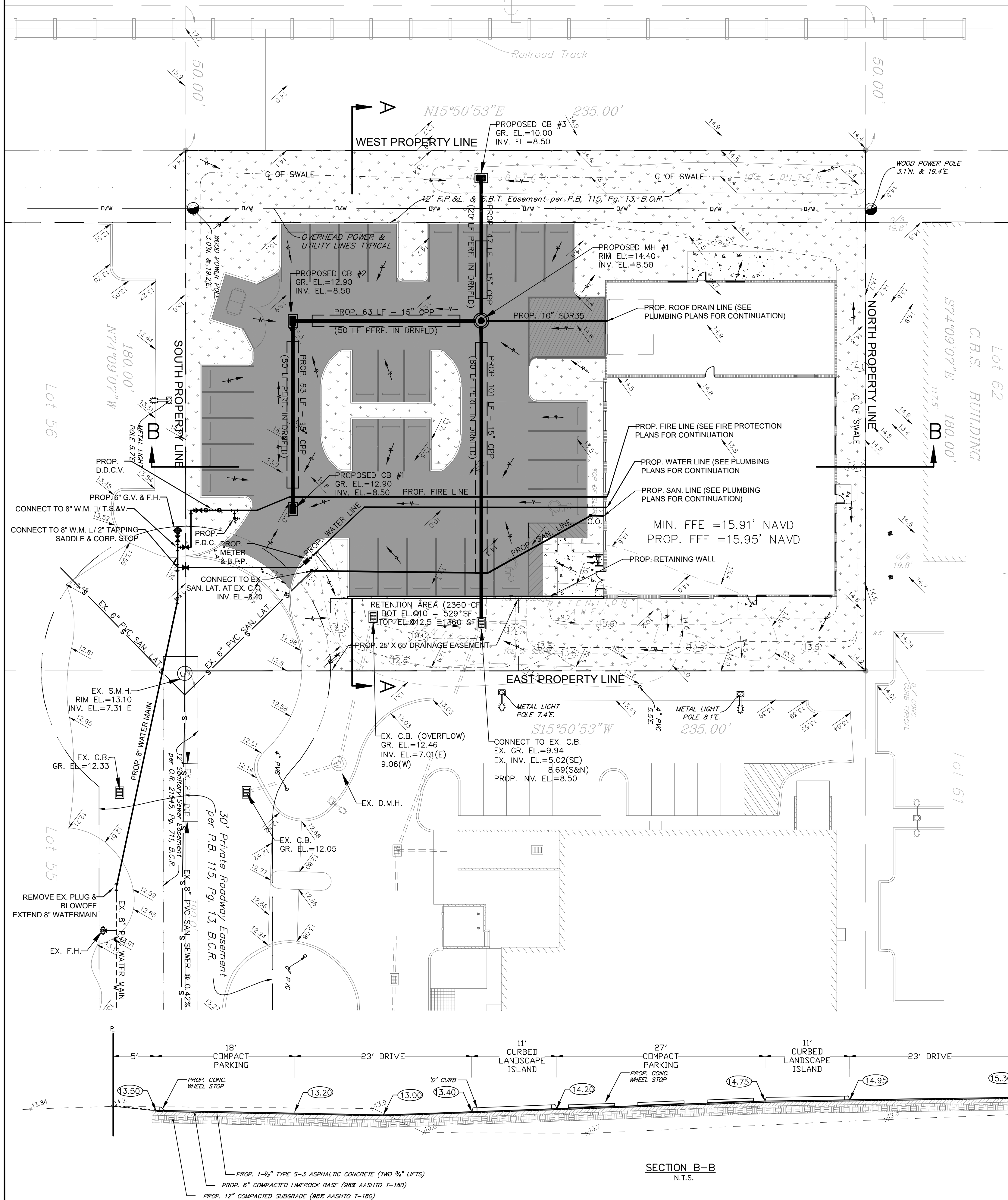
Sheet No.
A3.00



SPA
SUBMITTAL
10/08/2018

Seaboard System Railroad

(100' Right-of-way)



LEGEND

- EXISTING GRADE
- CALCULATED EXISTING GRADE
- PROPOSED GRADE
- PERVIOUS AREA
- PROPOSED PAVEMENT
- PROPOSED CONCRETE

LEGAL DESCRIPTION

LOT 57, NEWPORT CENTER, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 115, PAGE 13, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 42,300 SQUARE FEET OR 0.9711 ACRES, MORE OR LESS.

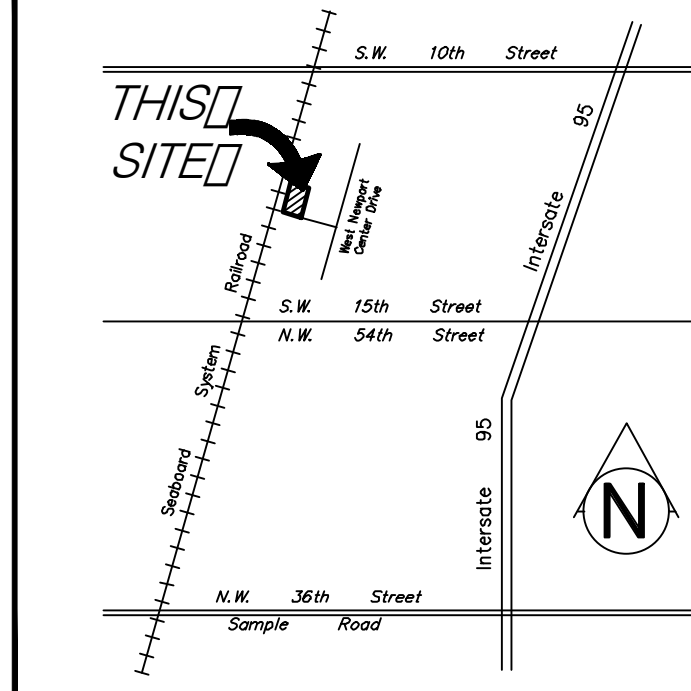
SURVEYOR NOTES:

- EXISTING CONDITIONS AND ELEVATIONS SHOWN HEREON WERE TAKEN FROM A BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED BY MCLAUGHLIN ENGINEERING COMPANY, JOB NO. U3110 ON JUNE 13, 2006; LAST UPDATED DECEMBER 20, 2017.
- ELEVATIONS SHOWN HEREON ARE IN FEET BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).
- REFERENCE BENCHMARK: P.K. NAIL AT NORTHWEST CORNER OF LOT 84, THIS PLAT (115/13 B.C.R.), ELEVATION = 13.02 (NGVD29) CONVERTED TO 11.43 (NAVD88).
- THIS PROPERTY LIES IN FLOOD ZONES "X", 0.2% ANNUAL CHANCE OF FLOOD HAZARD & "X", MINIMAL CHANCE OF FLOOD HAZARD PER FLOOD INSURANCE RATE MAP NO. 12011C0167 H, DATED: AUGUST 18, 2014. COMMUNITY PANEL NO. 125101.
- ELEVATIONS PER NORTH AMERICAN VERTICAL DATUM (1988) DERIVED FROM NATIONAL GEODETIC VERTICAL DATUM (1929) DATA AND CONVERTED USING U.S. ARMY CORPS OF ENGINEERS SOFTWARE (CORPSCON 6.0.1) OBTAINED FROM HTTP://WWW.TECH.ARMY.MIL/

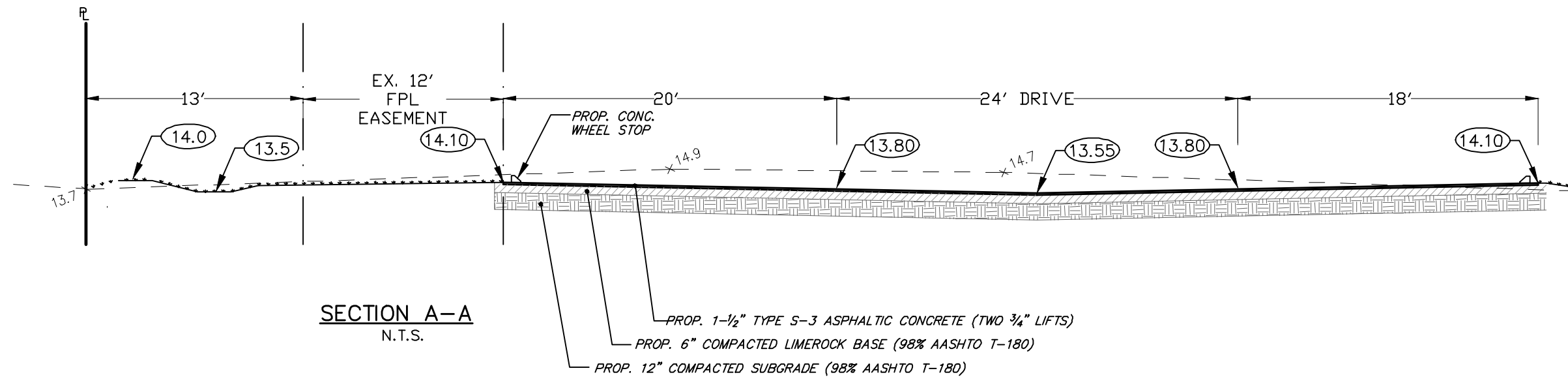
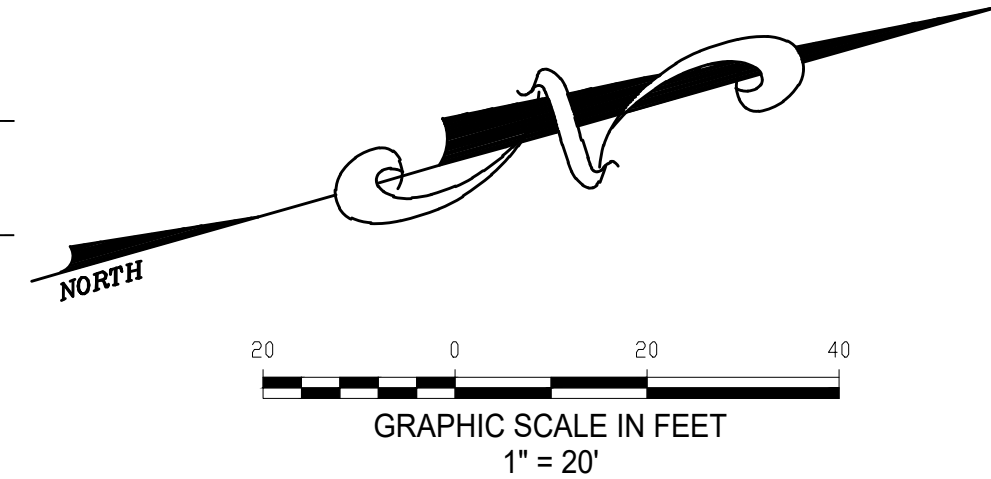
UTILITY NOTES:

- EXISTING UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FACILITIES SHOWN.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY LOCATION, DEPTH AND SIZE OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION. ALL INSTALLATIONS SHALL BE MADE IN SUCH A MANNER AS NOT TO INTERFERE WITH EXISTING OR NEW UTILITIES, DRAINAGE OR ROADWAY CONSTRUCTION. IF AN EXISTING FACILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD SO THAT APPROPRIATE MEASURES CAN BE TAKEN TO RESOLVE THE CONFLICT.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO SAFEGUARD ALL EXISTING STRUCTURES AND UTILITIES. ANY DAMAGE DONE TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO EXPENSE TO THE SUBJECT UTILITY. CALL "SUNSHINE" (1-800-432-4770) 48 HOURS BEFORE DIGGING.
- THE CONTRACTOR SHALL MAINTAIN AND ADJUST ALL EXISTING MANHOLE COVERS, HANDHOLE BOXES, METER BOXES AND VALVE BOXES TO FINISHED GRADE AS REQUIRED.

ESTIMATED WATER & SEWER DEMAND:
OFFICE: 0.20 GPD/SF X 6,134 SF = 1,227 GPD
WAREHOUSE: 0.10 GPD/SF X 2,645 SF = 265 GPD
1,492 GPD

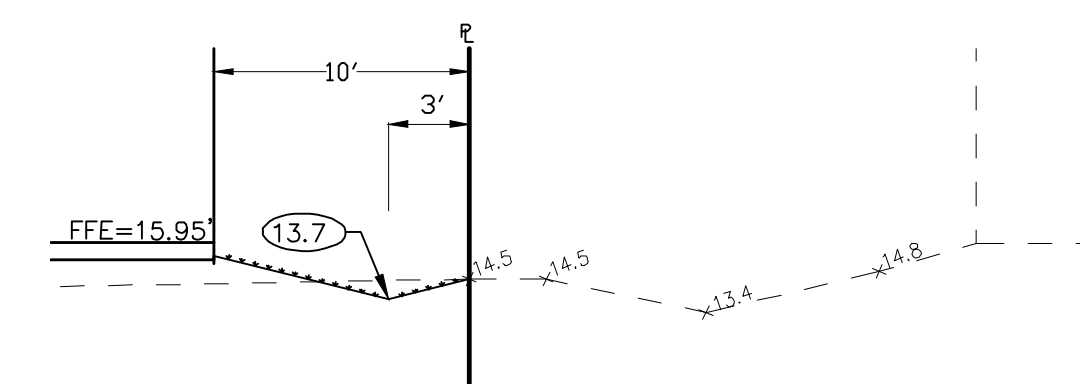


LOCATION SKETCH
N.T.S.



SECTION A-A (CONTINUED)
N.T.S.

PROP. 1-1/2" TYPE S-3 ASPHALTIC CONCRETE (TWO 3/4" LIFTS)
PROP. 6" COMPACTED LIMEROCK BASE (98% AASHTO T-180)
PROP. 12" COMPACTED SUBGRADE (98% AASHTO T-180)



SECTION B-B (CONTINUED)
N.T.S.

48 HOURS BEFORE DIGGING
BROWARD • PALM BEACH • INDIAN RIVER •
ST. LUCIE • MARTIN COUNTIES
CALL TOLL FREE
1-800-432-4770
FOR UNDERGROUND UTILITIES
NOTIFICATION AND LOCATION

DISCLAIMER:
INFORMATION SHOWN ON THIS PLAN
IS A GRAPHIC REPRESENTATION ONLY,
AND IS NOT TO BE USED IN LIEU OF
A HORIZONTAL CONTROL PLAN.

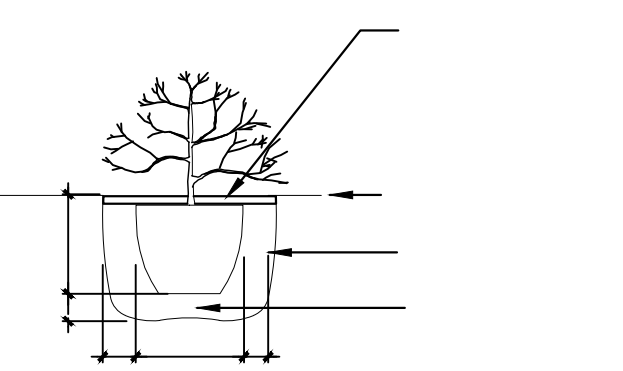
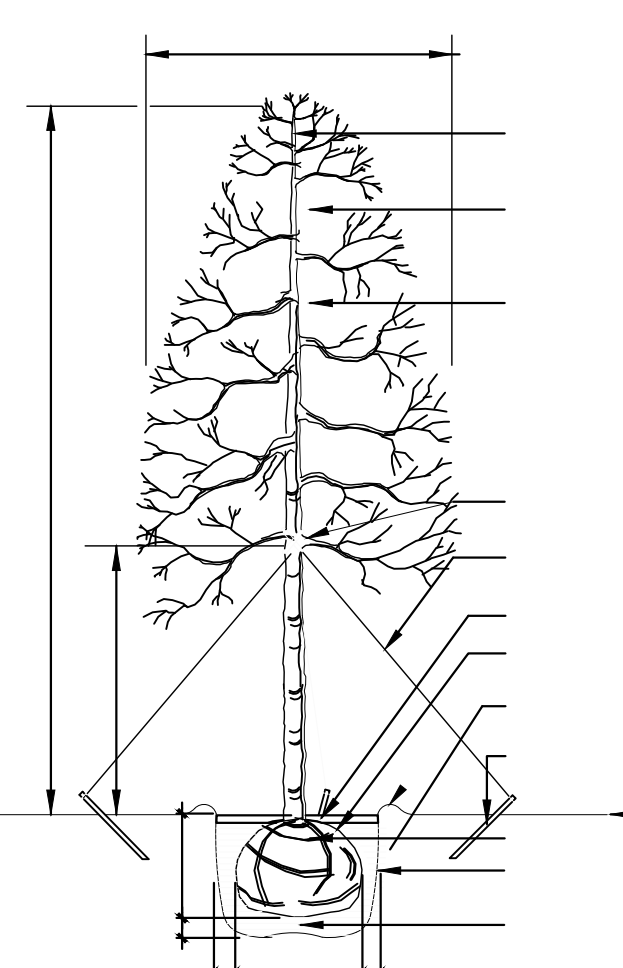
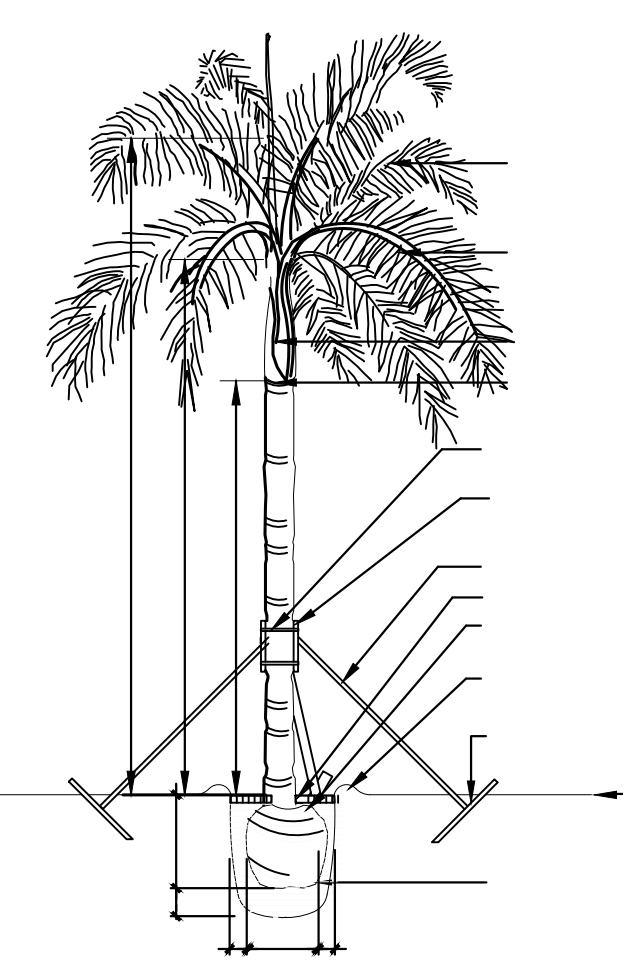
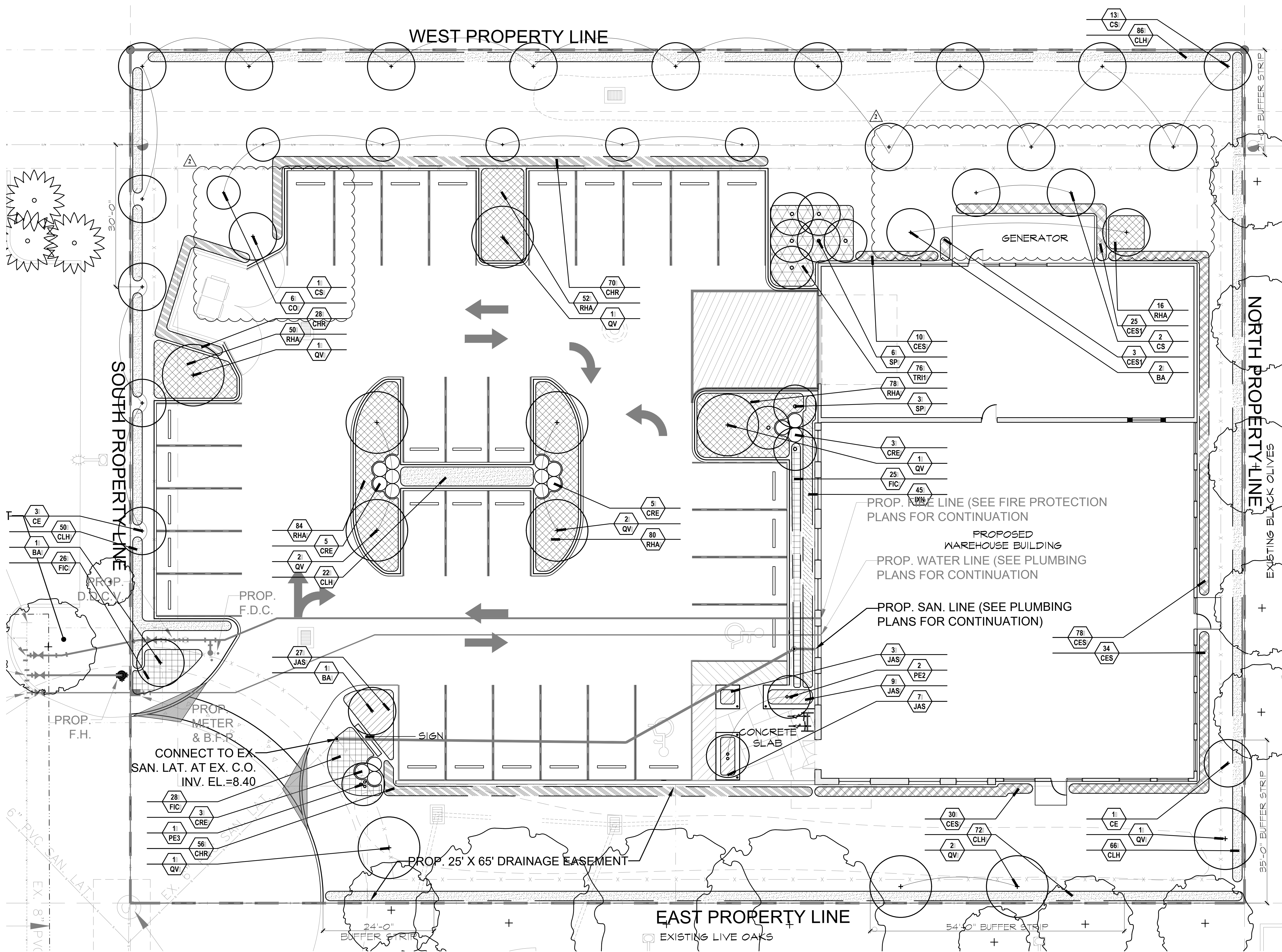
NEAL B. JANOV #21998

DIVERSIFIED CONSTRUCTION
DCES
& ENGINEERING SERVICES
2295 N.W. CORPORATE BLVD, #125, BOCA RATON, FL 33431
561-750-3717 FAX 561-750-3686
EB #6459

REVISIONS	DATE:	DWN.:	CHK.:
1. REV PER DRC COMMENTS	9-17-18	S.T.	
2.			
3.			
4.			
5.			
6.			
7.			
8.			

NEWPORT CENTER LOT 5
CITY OF DEERFIELD BEACH, FLORIDA
CONCEPTUAL ENGINEERING PLAN

DCES
SCALE: 1"=20'
DATE: 11-28-17
DWN. BY: S.T.
CHK. BY: N.B.J.
F.B. PG.
JOB NO.:
2219-16
SHEET: C-1 OF 1



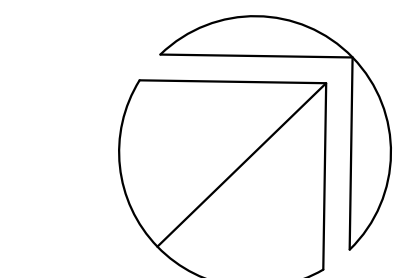
REVISIONS:

DATE _____

DRAWN BY: _____

APPROVED BY: _____

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SCALE: 1" = 10'-0"

GENERAL PLANTING SPECIFICATIONS:

1. Scope:

The work includes furnishing all plants, materials, equipment and labor necessary for planting of plant materials indicated on the drawings and in these specifications. A list of plants is attached to these specifications.

2. Plant Materials & Protection:

- A. All plant materials shall be nursery grown unless otherwise noted.
- **Spread (or Spr.):** Indicates average spread to midpoint of current season's growth.
 - **Height (or O.A.):** Indicates overall height from top of ball to midpoint of current season's growth.
 - **C.T.:** Indicates clear trunk measurement from top of ball to first branching (see tree & Palm Planting Diagrams)
 - **Meter of Wood (or Meter of Hard Grey Wood):** Indicates measurement of Palms from top of ball to top of solid trunk before start of frond stalks or green'boots'. (See Palm Planting Diagram)
- B. Quantities:
- All quantities indicated on the plant list are intended as a guide for the bidders and does not relieve the bidder of his responsibility to do a comprehensive plant take off. Should a discrepancy occur between the bidder's take off and the plant list quantity, the Architect/Landscape Architect is to be notified for clarification prior to the submission of bids.
- C. Quality and Sizes:
- Plants shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured with branches in normal position. Pruning (Section IV.J.) should not reduce acceptable size and shape of tree, and should be done after acceptance of Architect/Landscape Architect.
- Requirements for measurements, branching, grading, quality, balling and burlapping of plants in the plant list generally follow the code of standards currently recommended by the American Association of Nurserymen, Inc. in the American Standard for Nursery Stock. Plant materials shall be graded Fancy No.1 or better as outlined under U.E. Grades & Standards for nursery plants. Plants that meet the requirements specified, but do not have the normal balance of height and spread typical for the respective plant, shall not be accepted. All plant material to be healthy, pest and disease free.

- D. Substitution:
- Plant substitution requests by the Contractor will be considered by the Architect/Landscape Architect only upon submission of proof that any plant is not obtainable in the type or size specified. The Landscape Architect shall determine the nearest equivalent replacement in an obtainable size and variety. The unit price of the substitute item shall not exceed the bid item replaced, without approval of the Owner.

E. Protection of Plants:

1. Root Protection

A. Balled and Burlapped Plants (B & B) shall be dug with natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap or similar materials and bound with twine, cord, or wire mesh. All collected plants shall be balled and burlapped.

B. Container Grown Plants: Plants grown in containers will be accepted as B & B, providing that all other specified requirements are met. Container grown plants shall meet plant sizes as specified on the plant list and on the plans, and shall not be governed by container sizes. Minimum root balls or container grown material shall be no more than 25% less proportionately in size than that stated in "Grades & Standards" for nursery plants. These plants shall have been grown in the container for a maximum of two years prior to installation and shall exhibit a fully developed root system when removed from the container.

2. Protection During Transporting:

All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

3. Protection After Delivery:

Plants which cannot be planted immediately upon delivery to the site shall be covered with moist soil, mulch, or other protection from the drying of wind and sun. All plants shall be watered as necessary until accepted. Storage period shall not exceed seventy-two (72) hours.

4. Protection of Palms:

Only a minimum of fronds shall be removed from the crown of the palm trees to facilitate moving and handling. Clear trunk (C.T.) shall be as specified after the minimum of fronds have been removed. Coconut palms shall be "hard" trees grown in marl or sand. Cabbage palm buds shall be tied with a biodegradable cord to be left in place until the tree is well established in its new location. All palms shall be triple braced and staked with new, clean lumber at least 6" in length to resist tree displacement.

5. Protection During Planting:

Trees moved by winch or crane shall be thoroughly protected from chain marks, grinding or bark slippage by means of other approved methods.

3. Materials:

A. Commercial Fertilizer: Commercial fertilizer shall be organic fertilizer containing nitrogen, phosphoric acid and potash in equal percentages, 6-6-6 with micro nutrients.

Nitrogen shall be not less than 50 % from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall not be acceptable.

The following shall be sterilized, certified and free of seed:

- B. Peat: Peat shall be horticultural peat composed of not less than 60% decomposed organic matter by weight, on an oven dried basis. Peat shall be delivered to the site in a workable condition, free from lumps.
- C. Planting Soil: Planting soil for all plantings shall be sandy loam and shall contain a 25% minimum amount of decomposed organic matter. There must be a slight acid reaction to the soil with no excess of calcium carbonate. Planting soil shall be free from clay, stones, plants, roots, and other foreign materials which might be a hindrance to planting operations or be detrimental to good plant growth and shall be delivered in a loose friable condition and applied in accordance with the planting specifications and details.
- D. Mulch: Mulch material to be shredded mulch B grade or better, moistened at time of installation to prevent wind displacement. Alternate mulch material may be noted elsewhere in these drawings.
- E. Drainage Stone (when applicable): Drainage stone shall be gravel or crushed stone reasonably free of sharp edges - $\frac{3}{4}$ "-1 $\frac{1}{2}$ " in diameter - as required in the bottom of raised planters.
- F. Filter Fabric (when applicable): Filter fabric, as required between gravel and soil in planters to be Dewitt "Filter-fabric" (800)888-9664 or equal.

4. Planting Operations:

- A. Soil Preparation:
- All existing soil and new fill/biems shall be treated with an approved weed killer such as "Round Up" according to manufacturer's specifications.
- B. Layout:
- Location for plants and outlines of areas to be planted are indicated on the drawings. All plant locations shall be staked in the field by the Contractor, to the satisfaction of the Architect/Landscape Architect. Where construction or utilities below ground or overhead are encountered or where changes have been made in the construction, necessary adjustments will be approved by the Architect/ Landscape Architect.
- C. Excavation for Planting:
- Excavation of holes shall extend to the required sub-grades as specified hereunder. Plant pits shall be circular in outline and shall have a profile which conforms to the "Typical Tree & Palm Planting Details"(attached). The minimum depth of plant pits specified below shall be measured from the finishing grade. Shrub planting beds shall be "bed-prepared" and not "pit-prepared".
- D. Balled and Burlapped Plants:
- After final setting, loosen wrappings of balled and burlapped plants and roll wrappings back from top of ball, leaving ball unbroken. Cut off excessive amounts of burlap and remove in sufficient quantity to eliminate creation of voids upon decomposition.
- E. Container Grown Plants:
- Container grown plants shall, when delivered, have sufficient root growth to hold earth intact when removed from container. They shall not be root bound. Containers shall be removed to prevent damage to plant or root system according to diagrams (attached). Plant pits for container materials shall be formed flat on the bottom to avoid air pockets at the bottom of root balls.
- F. Pit Sizes:
- Minimum diameter (Width) and depth of planting pits for balled and burlapped, and container grown plants shall be as follows:
- Diameter-Trees: 18" greater than diameter of ball or spread of roots.
 - Diameter-Shrubs: 6" greater than diameter of ball or spread of roots.
 - Depth-Trees and Shrubs: 4" greater than depth of ball or roots to provide 4" of topsoil backfill under the root ball. (Large, heavy trees and shrubs shall sit directly on excavated pit bottom to prevent settlement)
 - Depth-Vines and Ground Covers: Pits shall be large enough for adequate planting.

G. Backfilling:

When pit has been excavated as specified in Paragraph IV-C, the pit shall be backfilled with material as specified in Paragraph III, A, B, C, D, and IV, B and shown in the Typical Tree and Shrub diagrams (attached).

H. Setting Trees and Shrubs:

Unless otherwise specified, all trees and shrubs shall be planted in pits, centered and set on four inches (4") of compacted topsoil to such depths that the finished grade level of the plant after settlement shall be the same as that at which the plant was grown. They shall be planted upright and faced to give the best appearance or relationship to adjacent structures. No burlap shall be pulled out from under the balls. Platforms, wire and surplus landing from top and sides of the balls shall be removed. All broken or frayed roots shall be cut off cleanly. Soil shall be placed and compacted thoroughly avoiding injury and shall be settled by watering. No filling around trunks will be permitted. After the ground settles, additional soil shall be filled in, to the level of the finished grade, allowing for two inches (2") of mulch. Form a shallow saucer around each plant by placing a ridge of soil along the edge of the plant pit.

- I. Setting Palms:
- All palms shall be planted in sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future waterings. Saucer areas shall be top-dressed two inches (2") deep with topsoil raked and left in a neat, clean manner.
- J. Pruning - New Plant Material:
- Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as is practicable. Make all cuts with sharp instrument flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs."Headback" cuts at right angles to line of growth will not be permitted. Trees shall not be poled or topped. Remove trimmings from site.
- K. Guying Trees:
- (See "Typical Tree Planting Diagram" included herein.) Guy all trees 1 1/2 inches in caliper and greater, in three directions with two strands of No. 12 galvanized wire attached to approved anchors driven below grade. When securing wires to trees, cover all wires which may come in contact with any part of tree with new rubber hose. Place guys not less than 1/3 of the height of tree above finished grade and above substantial limbs (one inch [1"] in diameter or more), if possible. All hoses shall be interlocked around tree trunk. Place anchors so that guys are equally spaced and at 45 degree angles to horizon. Keep guys tight until project completion.

L. Mulching:

All trees and shrub beds shall be mulched immediately after planting to a two inch (3") depth. Prevent wind displacement of mulch by thoroughly wetting down.

M. Excess Excavated Soil:

Excess excavated soil shall be disposed of by the Contractor at no additional expense to the Owner, at Owner's discretion.

N. Relocated Material (when applicable):

Existing material shown on the plan to be relocated shall be root-pruned as far ahead of time as necessary to move them safely, and shall be protected and treated as new material, as previously specified. Planting shall be in accord with these specifications.

O. Disposition of Existing Material:

All existing plant material not shown as remaining or relocated shall be removed from the site at no additional cost to the Owner, at Owner's discretion.

5. Sod

- A. Soil:
- The Landscape Contractor shall submit a unit price per cubic yard for the supply and distribution of planting soil as herein before specified, to be applied at a depth of one inch (1"), to all areas receiving sod. (The use of this one inch (1") of soil shall be at the discretion of the Architect/Landscape Architect after evaluation of the existing soil on the site.)
- B. Grades:
- It shall be the responsibility of the Landscape Contractor to finish (fine) grade all landscape areas, eliminating all bumps, depressions, sticks, stones and other debris to the satisfaction of the Architect/Landscape Architect.
- C. The sod shall be as called for on the landscape plans. Sod shall be of firm tough texture, having a compact growth of grass with good root development, and shall contain no weeds or any other objectionable vegetation. The soil embedded in the sod shall be good earth, free from stones and debris and all sod shall be free from fungus, vermin and other diseases.
- D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.
- E. Solid sod shall be laid with closely abutting joints with a tamped or rolled, even surface. It shall be the responsibility of the Contractor to bring the sod edge in a neat, clean manner to the edge of all paving and shrub areas. If, in the opinion of the Architect/Landscape Architect, top-dressing is necessary after rolling, clean sand will be evenly applied over the entire surface and thoroughly washed in.

6. Clean-up:

Any soil, peat or similar material which has been brought onto any paved areas shall be removed promptly, keeping these areas clean as the work progresses. Upon completion of the planting, all excess soil, stones and debris which has not been previously cleaned up shall be removed from the site or disposed of as directed by the Architect/Landscape Architect.

7. Maintenance:

A. Maintenance shall begin immediately after each plant is planted and shall continue until all planting has passed final inspection and acceptance by the Owner. Maintenance shall include watering, weeding, cultivating, removal of dead materials, resetting plants to proper grades or upright position and restoration of the planting saucer and any other necessary operations. Proper protection to lawn areas and existing plant materials shall be provided and any damage resulting from planting operations shall be repaired promptly.

B. The Contractor shall deep-water all trees and shrubs for a period of ninety (90) days after planting. In the event an irrigation system is operable, Contractor shall see that adequate water is supplied for that period.

8. Inspection and Acceptance:

A. Inspection:

Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the written request of the Contractor.

B. Acceptance:

After inspection, the Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

9. Guarantee and Replacement:

A. Guarantee:

The Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, for a period specified in the General Conditions of Project Specifications. All plant materials shall be alive and in satisfactory condition and growth for each of final inspection, prior to the end of guarantee period. Where vandalism is agreed by the Architect/Landscape Architect as the cause for replacement, the Contractor shall not be responsible for replacement during the guarantee after final acceptance. See General Conditions of Project Specifications for additional guarantee information.

B. Replacement:

During guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Architect/Landscape Architect, shall be replaced within two weeks of notification by the Architect/Landscape Architect. The Contractor shall be responsible for the full replacement cost of plant materials.

C. Material and Operations:

All replacements shall be plants of the same kind and size as specified in the plant list. They shall be furnished and planted as specified herein.

10. Care and Maintenance Schedule:

A. The Contractor shall furnish the Owner's Maintenance staff with a written and detailed description for the care and maintenance of all plant materials and irrigation systems at the time of final inspection. Contractor will also provide a one year Landscape Maintenance Contract to take affect after Substantial Completion of the project. It will be in the Owner's discretion to accept or reject this contract.

11. Permits and Regulations:

A. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of this work as drawn and specified.

12. Protection of Work and Property:

A. The Contractor shall continuously maintain adequate protection of all his work from damage and theft and shall protect the Owner's property from injury and loss arising in connection with this contract, making good any such loss or injury or damage except where caused by Owner or his agents. He shall adequately provide and maintain passageways, guard fences, lights and other protections required by public authority according to State, Federal and local ordinances.

B. The Contractor shall provide protection for existing trees and other plant material as designated by drawings, by Owner's representative or by local authorities. Such protection shall consist of fencing or such devices as will prevent harm to material from excavation, breakage, chemical or other types of damage.

C. A competent superintendent, foreman or workman capable of reading drawings and acting on behalf of the Contractor shall be kept on the work during its progress.

13. Changes in The Work:

A. The Contractor shall conduct a soil survey of the site to determine the need for any additives to overcome severe conditions not met by normal planting soil requirements. A report of any problems shall be submitted to the Owner and the Architect/Landscape Architect for approval prior to installation, along with a cost break-down of additional services needed.

B. The Contractor shall advise the Owner and Landscape Architect of any special site conditions (high water table, light or soil conditions, etc.) that might require change of plant material or adjustment to finish elevation shown. The Owner will approve any changes thus determined.

C. Any changes made to the approved landscape plans shall required written permission from the city

14. Landscape Architect:

A. The Landscape Architect is the author of the design and agents for its execution. His services are used by the Owner for supervision. He shall act impartially between the Owner and Contractor and shall have authority to reject all work and materials which do not conform to the contract. All decisions of the Landscape Architect shall be final.

The Contractor shall remove from the site all materials considered not up to specifications by the Landscape Architect and replace with suitable materials.

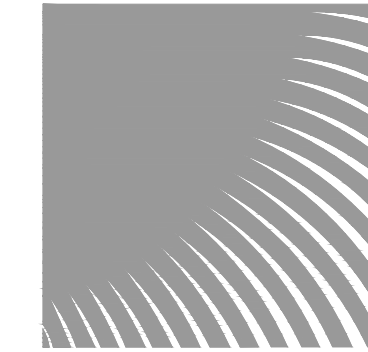
15. Obstructions:

A. The Contractor shall acquaint himself with the existence and location of all surface and subsurface structures, utilities and installations before commencing any work, and shall avoid any disturbance or damage to them throughout the course of the work. Repairs to any utilities, subsurface structures and installations and surface obstructions damaged by the Contractor shall be at the Contractor's own time and expense.

PLANT LIST						
TREES AND PALMS						
KEY	LP-1	BOTANICAL/COMMON NAME	HEIGHT	SPREAD	CLEAR TRK.	SPA. REMARKS
BA	11	Bulnesia arborea	16'	7-8'		Full canopy
		Verawood				
CS^	10	Conocarpus e. 'Sericeus'	12-14'	8-10'	5-6"	Full canopy
		Silver Buttonwood				
QV^	13	Quercus virginiana	16'	7-8'	5-6"	100 gallon
		Live Oak				
SHRUBS AND GROUNDCOVERS						
KEY	LP-1	BOTANICAL/COMMON NAME	HEIGHT	SPREAD	CLEAR TRK.	SPA. REMARKS
CES^	196	Conocarpus e. 'Sericeus'	24"	24"		2' o.c. Full cont.
		Silver Buttonwood				
CHR^	34	Chrysobalanus icaco 'Red Tip'	24"	24"		2' o.c. Full cont.
		Cocoplum				
CLH^	383	Clusia guttifera 'hedge'	4'	20-22"	full to base	2' o.c. Full Cont.
		Dwarf Pitch Apple Hedge				
JAS	84	Jasminum Volubile	18"	18"		2' o.c. Full Cont.
		Waxleaf Jasmine				
PLU	33	Plumbago a. 'Imperial Blue'	2'	20-22"		2' o.c. Full Cont.
		Plumbago				
RHA	81	Rhapiolepis indica	24"	24"		2' o.c. Full cont.
		Indian Hawthorn				
TRI^	92	Tripsacum dactyloides 'Dwarf'	24"	24"		2' o.c. Full clump
		Dwarf Fakahatchee Grass				

MISCELLANEOUS
Sod to be St. Augustine sod.
Planting soil -1/2 cu. yd. per tree and 4" depth at all hedges and mass planting beds.
Sand - Palms to be planted in clean sand; 1/2 cu. yd. per palm.
Mulch - 2" depth of 'Dark Brown' hybrid mulch at all hedges and mass planting beds.
GENERAL NOTES
- * Indicates plant material native to Florida
- All sod to be Stenotaphrum secundatum 'Flor-tam', St. Augustine solid sod.
- All plant materials shall conform to the standards for Florida No. 1 or better as given in 'Grades and Standards for Nursery Plants', 2nd Edition: February 1998, State of Florida Department of Agriculture, Tallahassee, or thereto.
- All trees shall be properly guyed and staked at the time of planting to ensure proper establishment.
- The planting soil for all planting areas shall be composed of a minimum of 30% muck or horticulturally acceptable organic material. The minimum soil depth shall be four inches in all hedges and mass planting beds and 1/2 cu. yd. per tree. Palms to be planted in clean sand.
- Root barriers to be installed when trees are planted within 10' of an impermeable surface, or if it is installed in a planter
- Two inches minimum of "Dark Brown" hybrid mulch shall be installed around each tree and palm and throughout mass planting beds.
- Irrigation system to provide 100% coverage to landscaped areas with 50% overlap. Irrigation to be an automatic system with a rain gauge/moisture sensor shut-off.
- In case of discrepancies, planting plan takes precedence over plant list.
- Landscape contractor is responsible for his own quantity take-offs.

LANDSCAPE REQUIREMENTS
TREES
1 Landscape Area: (1 Tree) for each 1500 S.F.
Required: 17,002 S.F. of Permeable Area / 1500 S.F. = 12 Trees
Provided: 17 Trees (9 Cabbage Palms, 3 Alexander Palms, 6 Orange Geigers, 5 Silver Buttonwood, 2 Verawood)
2 Perimeter: (1 Tree) for each 30 S.F.
- North - Required: 56 L.F. / 30 L.F. = 2 Trees (per coordination with City Landscape Architect)
Provided: 2 Trees (1 Green Buttonwood, 1 Live Oak)
- East - Required: 76 L.F. / 30 L.F. = 3 Trees
Provided: 3 Trees (3 Live Oak) (per coordination with City Landscape Architect)
- South - Required: 140 L.F. / 30 L.F. = 5 Trees
Provided: 5 Trees (3 Green Buttonwood, 2 Silver Buttonwood)
- West - Required: 235 L.F. / 30 L.F. = 8 Trees
Provided: 8 Trees (8 Silver Buttonwood)
3 Terminal Islands: (1 Tree) for each interior and terminal island
Required: 10 Trees
Provided: 10 Trees (7 Live Oak, 1 Silver Buttonwood, 2 Verawood)
Total Trees Required = 48
Total Trees Provided = 48
SHRUBS
1 20 Shrubs or Groundcover planting for each tree required
- 40 Trees Required x 20 = 800 Shrubs
Total Shrubs Required = 800
Total Shrubs Provided = 1258



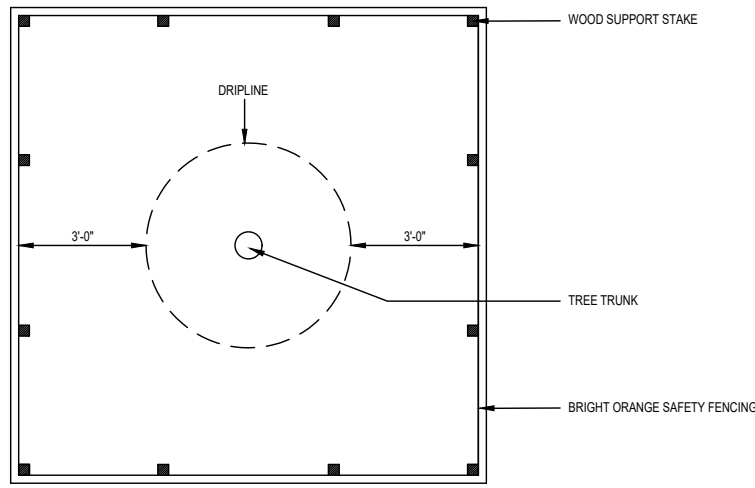
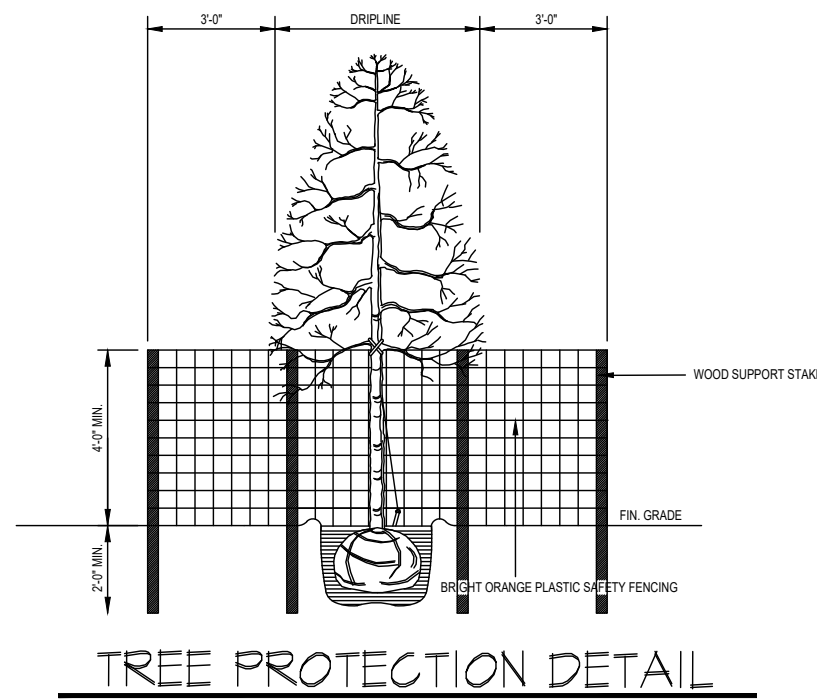
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DATE

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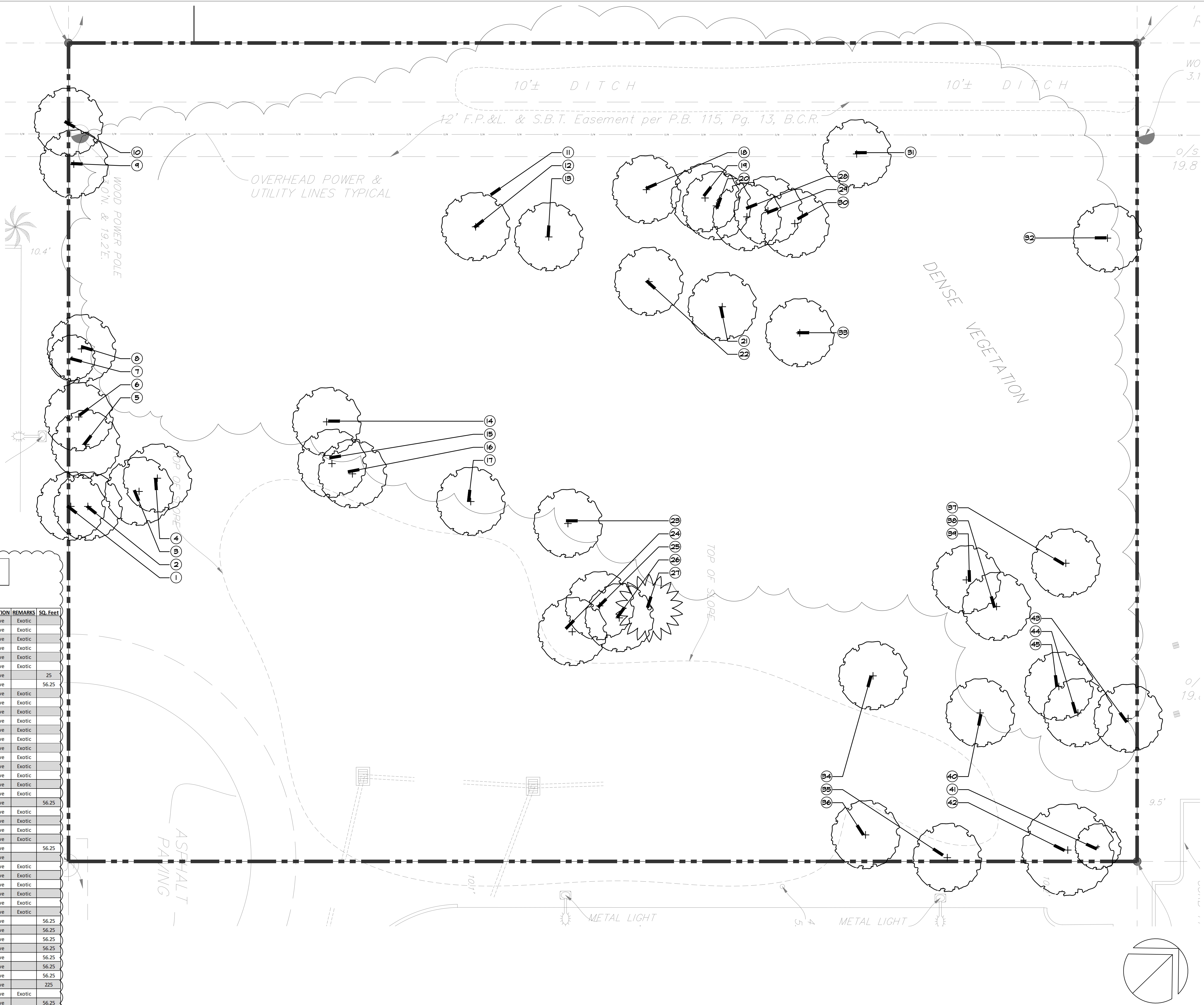
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Mitigation Calculations

1	981.25 / 300 sq. = 3.27 x 1.5 = 4.9 Trees = 5 Trees
2	We have (2) extra trees on LP-1. (3) Trees have been added to meet this requirement.

TREE DISPOSITION PLAN									
NUMBER	COMMON NAME	BOTANICAL NAME	DBH	HEIGHT	SPREAD	CONDITION	DISPOSITION	REMARKS	SQ. Feet
1	Earleaf Acacia	Acacia auriculiformis	6"			Poor	Remove	Exotic	
2	Earleaf Acacia	Acacia auriculiformis	14"			Poor	Remove	Exotic	
3	Earleaf Acacia	Acacia auriculiformis	8"			Poor	Remove	Exotic	
4	Earleaf Acacia	Acacia auriculiformis	4"			Poor	Remove	Exotic	
5	Earleaf Acacia	Acacia auriculiformis	4"			Poor	Remove	Exotic	
6	Earleaf Acacia	Acacia auriculiformis	4"			Poor	Remove	Exotic	
7	Live Oak	Quercus virginiana	6"	20'	10'	Poor	Remove		25
8	Live Oak	Quercus virginiana	12"	25'	15'	Poor	Remove		56.25
9	Earleaf Acacia	Acacia auriculiformis	4"			Poor	Remove	Exotic	
10	Earleaf Acacia	Acacia auriculiformis	8"			Poor	Remove	Exotic	
11	Earleaf Acacia	Acacia auriculiformis	12"			Poor	Remove	Exotic	
12	Earleaf Acacia	Acacia auriculiformis	12"			Poor	Remove	Exotic	
13	Earleaf Acacia	Acacia auriculiformis	8"			Poor	Remove	Exotic	
14	Earleaf Acacia	Acacia auriculiformis	8"			Poor	Remove	Exotic	
15	Earleaf Acacia	Acacia auriculiformis	4"			Poor	Remove	Exotic	
16	Earleaf Acacia	Acacia auriculiformis	6"			Poor	Remove	Exotic	
17	Earleaf Acacia	Acacia auriculiformis	12"			Poor	Remove	Exotic	
18	Earleaf Acacia	Acacia auriculiformis	8"			Poor	Remove	Exotic	
19	Earleaf Acacia	Acacia auriculiformis	4"			Poor	Remove	Exotic	
20	Earleaf Acacia	Acacia auriculiformis	6"			Poor	Remove	Exotic	
21	Slash Pine	Pinus elliotii	6"	30'	15'	Fair	Remove		56.25
22	Earleaf Acacia	Acacia auriculiformis	8"			Poor	Remove	Exotic	
23	Earleaf Acacia	Acacia auriculiformis	6"			Poor	Remove	Exotic	
24	Earleaf Acacia	Acacia auriculiformis	8"			Poor	Remove	Exotic	
25	Earleaf Acacia	Acacia auriculiformis	8"			Poor	Remove	Exotic	
26	Slash Pine	Pinus elliotii	12"	30'	15'	Fair	Remove		56.25
27	Sabal Palm	Sabal palmetto	10"	15' g.w.		Good	Remove		
28	Earleaf Acacia	Acacia auriculiformis	8"			Poor	Remove	Exotic	
29	Earleaf Acacia	Acacia auriculiformis	6"			Poor	Remove	Exotic	
30	Earleaf Acacia	Acacia auriculiformis	14"			Poor	Remove	Exotic	
31	Earleaf Acacia	Acacia auriculiformis	14"			Poor	Remove	Exotic	
32	Earleaf Acacia	Acacia auriculiformis	18"			Poor	Remove	Exotic	
33	Earleaf Acacia	Acacia auriculiformis	4"			Poor	Remove	Exotic	
34	Slash Pine	Pinus elliotii	12"	30'	15'	Fair	Remove		56.25
35	Slash Pine	Pinus elliotii	14"	30'	15'	Fair	Remove		56.25
36	Slash Pine	Pinus elliotii	22"	30'	15'	Fair	Remove		56.25
37	Slash Pine	Pinus elliotii	10"	30'	15'	Fair	Remove		56.25
38	Slash Pine	Pinus elliotii	10"	30'	15'	Fair	Remove		56.25
39	Slash Pine	Pinus elliotii	10"	30'	15'	Fair	Remove		56.25
40	Slash Pine	Pinus elliotii	12"	30'	15'	Fair	Remove		56.25
41	Bischofia	Bischofia javanica	8"	35'	30'	Fair	Remove		225
42	Earleaf Acacia	Acacia auriculiformis	8"			Poor	Remove	Exotic	
43	Slash Pine	Pinus elliotii	10"	30'	15'	Fair	Remove		56.25
44	Slash Pine	Pinus elliotii	6"	30'	15'	Fair	Remove		56.25
45	Slash Pine	Pinus elliotii	12"	30'	15'	Fair	Remove		56.25
Total Sq. Feet:									981.25



REVISIONS:

DATE _____

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Development Review Committee Summary Report Development Plan Application Review

General Information

Application No.	18-PID-2Z
Project Name:	Lot 57 Newport Center
Applicant:	Richard & Rice Construction Co., Inc.
Agent:	Matthew Scott/ Dunay, Miskel & Backman
Requested Action/Description:	Major site plan application to construct an 8,779 sq. ft. office/warehouse building.
Location:	1219 W Newport Center Dr.
Legal Description:	NEWPORT CENTER 115-13 B LOT 57, more particularly described in the file.
Size:	.9711 acres
Existing Zoning:	PID, Planned Industrial District
Existing Land Use:	Industrial
Future Land Use Plan Designation:	Industrial
Surrounding Land Use and Zoning:	

	<u>Existing Land Use</u>	<u>Zoning</u>
North:	Industrial	PID
East:	Industrial	PID
South:	Industrial	PID
West:	Rail Road Tracks	PID

Applicable Regulations:	City of Deerfield Beach Land Development Code
Plat Restrictions:	91,600 sq. ft. of hotel use and 1,134,483 sq. ft. of office/warehouse use.

Department Comments & Requirements

REQUEST: Major site plan application to construct an 8,779 square foot office/warehouse building.

BACKGROUND:

This application is for the last vacant lot in the Newport Center Planned Industrial District, on which the applicant is proposing to construct an 8,779 square foot office/warehouse building. The site is located approximately midway between SW 10 St. and NW 54 St., along the western border of the industrial park, at the end of a cul-de sac.

The site includes the storm water retention from the adjacent site at 1215 W Newport Center Dr. The Environmental Services department has determined that the appropriate engineering requirements to accommodate the storm water retention for both lots have been satisfied with the proposed development.

The Newport Center plat was originally restricted to the construction of 1,290,000 square feet of office/industrial use. The plat was amended in 1989 to allow for a hotel, not to exceed 91,600 square feet, and the allowable industrial/office space was reduced to 1,198,400 square feet. Based on City of Deerfield Beach and Broward County records, the Newport Center plat contains, 1,134,483 square feet of office/warehouse development and 91, 596 square feet of hotel development, thus leaving a remaining 63,917 square feet available for additional office/warehouse development. The 8,779 square foot building is within the allowable range.

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

COMMENTS:

Planning & Zoning

Application Documents

1. Provide disclosure affidavit for property owner.

Revised 11/1/18- Comment addressed. Disclosure affidavit provided.

Survey

2. Submit boundary survey that includes title commitments, all current within one year.

Revised 11/1/18- Comment addressed. Survey provided.

3. Survey shows that Lot 57 serves as retention area, with pipes connecting to adjacent lot. Address how the existing retention will be handled on the site.

Revised 11/1/18- Comment not addressed. Provide evidence that retention areas meet requirements of section 98-32 of the Land Development Code and that

surface water management is adequately addressed for adjacent property at 1215 W Newport Center Dr., as well as 1219 W Newport Center Dr.

Provide easement/agreement documentation with property owner of 1215 W. Newport Center Dr. that their retention area is provided on 1219 W. Newport Center Dr.

Revised 1/11/19- Comment pending. Comment pending approval from Engineering Division that retention area meets Section 98-32 of the Land Development Code for both 1215 and 1219 W Newport Center Dr. Easement with property owner of 1219 W Newport Center Dr. provided.

Revised 5/15/20- Comment addressed.

Lighting Plan

4. Provide specification sheet and photograph of light pole to be used. Proposed light fixture will require CAB review.

Revised 11/1/18- Comment addressed. Specification sheet provided.

5. Light pole locations appear to conflict with landscape plans. Adjust plans.

Revised 11/1/18- Comment addressed.

6. Illumination levels exceed requirements for parking lot lighting ins Section 98-88(j)(5) of the Land Development Code. Adjust accordingly.

Revised 11/1/18- Comment addressed. Illumination levels adjusted.

7. Lighting plan must be signed and sealed on a title block.

Revised 11/1/18- Comment addressed. Plan signed and sealed.

Sheet AS 1.00- Site Plan

8. Pursuant to section 78-7 Design Standards- provide clearly defined pedestrian access from parking lot.

Revised 11/1/18- Comment addressed. Pedestrian way defined.

9. Provide for bicycle facilities and access.

Revised 11/1/18- Comment addressed. Bike rack provided.

10. Provide more design features on site that will emphasize entrance to site and building and minimize impact of service area that is in front of building.

Revised 11/1/18- Comment addressed. Design features added.

Sheet AS 1.10- Site Data

11. Directions are inaccurate for setbacks.

Revised 11/1/18- Comment addressed.

Sheet A 3.00 - Elevations

12. Proposed elevations shall meet new CAB standards (Section 78-7). Proposed elevations require vertical wall articulation, at least two colors and materials, and 35% transparency. Transparency requirement is not met. Provide windows in lieu of recessed stucco.

Revised 11/1/18- Comment addressed.

Sheet LP-1- Landscape Plan

13. Pursuant to Section 98-71(f) Lot Regulations screening is required around generator.

Revised 11/1/18- Comment addressed. Screening provided.

14. Pursuant to Section 78-7 Design Standards, further define the street edge and entrance with landscape.

Revised 11/1/18- Comment addressed. Street edge defined.

Miscellaneous

15. Proposed application will require review by CAB.

Revised 11/15/18- Application was approved by CAB at the 11/14/18 CAB meeting.

16. Identify the location of any freestanding and building signs, if signage is proposed. All signage shall comply with Chapter 102 of the Deerfield Beach Land Development Code. and the design standards in Section 78-7 of the Community Appearance Board regulations.

Revised 11/1/18- Comment pending. Proposed sign is located over proposed sanitary sewer line. Relocate sign so as not to conflict with utilities.

Revised 1/11/19- Comment addressed.

17. Pursuant to Section 98-17.1 of the Land Development Code, impact fees for Public Safety will be required, upon application of building permit.

Revised 11/1/18- Comment acknowledged.

18. Prior to re-submittal, contact Bonnie Jacobson at 954-480-4208, or bjacobson@deerfield-beach.com to schedule a Development Review Committee meeting.

Revised 11/1/18- Comment addressed. DRC meeting was held on 9/13/18.

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan: Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation identifies the site as Industrial.

The proposed office/warehouse, to be used as a contractor's office, is an appropriate industrial use which is compliant with the FLU of the Comprehensive Plan.

2. Land Development Requirements: The property is zoned PID, Planned Industrial District. The proposed office/warehouse building to be used as a contractor's office, is a permitted use in the PID, Planned Industrial District.
3. Findings of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning: Per Section 98-17 (15), there must be a finding of compatibility as defined in the Land Development Regulations, between adjacent and neighboring uses (500 feet) and the proposed development. By definition, compatibility is to be measured based on the following compatibility characteristics of the proposed development in relationship to the immediate surrounding area:

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

The proposed office/warehouse building is to be used as a contractor's office. Construction/trade contractors are listed as a permitted principal use in Planned Industrial District zoning district.

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

The proposed office/warehouse building meets all required setbacks, height and floor area for the PID, Planned Industrial District.

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

Based on the review of the site plan, the parking, access drives and service areas are located per code requirements in the Land Development Code.

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

The proposed development is located within an existing industrial park. The proposed contractor's office will not negatively affect traffic, hours of operation, or noise levels. Per the trip analysis provided by KBP Consulting, Inc., the proposed development is anticipated to generate 100 daily trips, less than the required 500 trips, required for further analysis. Hours of operation and noise levels will not impact the surrounding area, due to the site's location which adjoins other industrial uses, and the railroad tracks. The proposed outdoor lighting meets the requirements of the Land Development Code and will not negatively affect neighboring properties.

(e) *Alteration of light and air;*

While the addition of the proposed office/warehouse building to the site will alter the amount of light and air, as the site is now vacant, the proposed development is within the allowable regulations for the site, per Code.

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

The setbacks meet the requirements of the Land Development Code with regards to setbacks, landscaping and lot coverage. The proposed design treatments are compatible with the surrounding development and land use and are consistent with the Community Appearance Board design standards in Section 78-7 of the Land Development Code. The proposed development received approval, as submitted, from the Community Appearance Board on November 14, 2018.

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

The site of the proposed development is surrounded by industrial uses and railroad tracks. Multi-family residences exist within 500 feet of the site, but they are located on the opposite side of the railroad tracks and are heavily buffered by landscaping, and a retention pond. Thus, the proposed development will not impose a risk to the peace and tranquility of residences or to facilities which cater to children under the age of eighteen.

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

There are no single-family residences within 500 feet of the site. The site is surrounded by industrial uses to the north, south and east, and railroad tracks to the west. Thus, the proposed development will not pose a risk to the safety or security of single-family residences.

SUMMARY:

Staff's review of application #18-PID-2Z has found that the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan, and the proposed use is permitted per the Land Development Code.

City Landscape Architect

1. Per Section 98-81(2)(b) mitigation, once determined, may be achieved in two ways; (1) the applicant may plant additional trees on the site to satisfy this requirement or (2) for trees which cannot be mitigated on site, the applicant will have to pay into the Beautification Trust Fund. Communicate on the planting plans which mitigation option is going to be utilized. Mitigation is to be 1.5 times canopy per section 98-81 2 (e); if size is a factor you may consider 98-80 (c). Note, existing and required trees do not count toward meeting mitigation requirement.

Revised 11/8/18- Comment addressed.

2. Per Section 98-80 (b), 90 trees are required in the property line buffers, 1 is provided which meets code. Add a total of 24 trees to the buffers to satisfy this code.

Revised 11/8/18- Comment addressed.

3. Section 98-80 (j) (5) outlines shrub size specifications. Revise plant list to ensure all plant material shown meets the code so that they may count toward the landscape requirements. spacing on shrub are to be equal to the spread; groundcover shall have 75% coverage, 100% in 3 months.

Revised 11/8/18- Comment addressed.

4. Per Section 98-13 (3) (a) landscape tree survey plan/ disposition plan is to identify species, quantity and sizes (height, spread and caliper) of existing trees, which has been provided. Trees/ palms which are in poor conditions are to be removed as they do not count toward any landscape requirements. Trees or palms in fair condition are recommended not to be relocated.

Revised 11/8/18- Comment addressed.

5. Per Section 98-80 (j) (4) 22 trees relative to the height of the building are required, 19 on the plan satisfy this code. Trees are to be a minimum of 16 feet tall and palms 18 feet of greywood. Revise the plan and plant list to showing that 22 trees meet this code requirement.

Revised 11/8/18- Comment addressed.

6. Per Section 98-80 (c), terminal and interior islands shall be 10 feet x 18 feet.

Revised 11/8/18- Comment addressed.

7. Show sight triangles on the plan per section 98-80 (d).

Revised 11/8/18- Comment addressed.

8. Label canopy of trees on adjacent properties as "Existing" and show their real spread, which may impact the site and may cause the proposed tree locations to be adjusted.

Revised 11/8/18- Comment addressed.

9. Indicate where root barrier is going to be located. Shade trees within 5 feet from walkway or roadway should have root barriers.

Revised 11/8/18- Comment addressed.

10. Move trees which conflict with utilities.

Revised 11/8/18- Comment addressed.

11. Move trees which conflict with light poles.

Revised 11/8/18- Comment addressed.

12. Screen generator or other outdoor equipment with hedges 3 feet tall on 2 sides.

Revised 11/8/18- Comment addressed.

13. Show planting details and tree protection details. Note, trees/ palms are to be planted so that 10% of root ball is above grade.

Revised 11/8/18- Comment addressed.

14. Create a sense of arrival with landscape at entrance to property and front door with change of color, material, texture and layering.

Revised 11/8/18- Comment addressed.

15. Specify soil mix for tree and palm planting.

Revised 11/8/18- Comment addressed.

Environmental Services

1. Provide proposed pavement grades on plan view. Grades provided are Section specific and are not sufficient for pavement grading evaluation.

Revised 11/5/18- Comment addressed. Detailed grading plan must be submitted at engineering permit application submittal.

2. Please, coordinate water and sewer improvements with Landscape plans to avoid conflicts.

Revised 11/5/18- Comment addressed.

3. Please, consider relocating proposed trees inside the existing 12' FPL and SBT easement.

Revised 11/5/18- Comment addressed. Please show proof of coordination and acceptance of landscape design scheme by FPL and SBT prior to engineering permit application submittal.

4. The proposed improvements will occur in a portion of the site designated as "Retention Area." Please, explain how this impact will be mitigated and provide the necessary drainage calculations.

Revised 11/5/18- Comment not addressed.

Revised 1/9/19- Comment not addressed. Please provide a copy of the previously permitted lots 58 and 59, agencies approved drainage calculations. Provide flood routing calculations for this modification incorporating lots 57, 58 and 59 demonstrating previously permitted maximum stages and discharge are not exceeded as a result of this development.

Provide a signed and sealed copy of the soils percolation report used for the exfiltration trench design.

Revised 5/14/20- Comment addressed.

5. Provide a Pollution and Erosion Control Plan in accordance with the City of Deerfield Beach and State latest standards and specifications.

Revised 11/5/18- Comment addressed. Detailed pollution and erosion control plan must be submitted at engineering permit application submittal.

6. Please, use City of Deerfield Beach Standard Details, as applicable for water, sanitary sewer and site.

Revised 11/5/18- Comment addressed.

7. Provide calculations for proposed water use to evaluate water and sewer availability.

Revised 11/5/18- Comment addressed.

8. A copy of all required County State and Federal agencies permits, as required for all on-site and off-site improvements will be required prior to applying for an engineering permit.

Revised 11/5/18- Comment noted by applicant.

9. Revised 11/5/18- New Comment. Show proof of easement for the existing 8" Water Main and proposed extension inside the Private Roadway Easement. If none exists, please, provide.

Revised 11/5/18- comment addressed.

10. Revised 11/5/18- New Comment. Relocate proposed domestic water meter to the proximity of the proposed Fire D.D.C.V. location. Draw up easements in accordance with the City of Deerfield Beach Standards.

Revised 1/9/19- Comment addressed. Easements Pending.

Revised 5/14/20- Comment addressed. Easement provided.

11. Revised 11/5/18- New Comment. The preliminary conceptual stormwater design should be sized in accordance with Section 98-32 of the City Code capturing the first ½ inch of runoff on-site with peak run off determined from the 3 day, 25-year design storm.

Revised 1/9/19- Comment not addressed. Please provide a copy of the 'previously approved master drainage permit' and related calculations. Including your complete permit modification drainage report as submitted to the agencies.

Revised 5/14/20- Comment addressed.

12. Revised 11/5/18- New Comment. Indicate agreement between responsible parties for the maintenance of the proposed surface water management system.

Revised 1/9/19- Comment addressed.

Please note that further reviews will be made and comments provided as required during the engineering permit process.

Recycling & Solid Waste

The above site plan application located at 1219 W Newport Center Dr., Deerfield Beach, FL 33442 has been reviewed by the Sustainable Management Dept. (Recycling and Solid Waste Management) and was found to be **acceptable** as it relates to collection services and location of Recycling/Solid Waste Receptacles.

Please see comments below:

1. In accordance with the Design and Construction Standards of Dumpsters Pads and Enclosures, the minimum interior dimensions of a Single Dumpster Enclosure Width are 16' and 135° Open Wide for enclosures doors. Proposed enclosure dimension is 14' width and 90° open wide doors.

Revised 11/1/18- Comment addressed.

Fire/Rescue

Site plan is **approved** as submitted.

1. Demonstrate turning radius of 38 ft. inside and 50 ft. outside with a clear sweep of 12 ft. of drive aisle.

Revised 10/ 24/18- Comment addressed.

2. Cul-de-sac turnarounds must be no less than 100 ft. in diameter.

Revised 10/ 24/18- Comment addressed.

3. Building accessibility from fire department access road shall not be more than 150 ft. for unsprinklered buildings.

4.

Revised 10/ 24/18- Comment addressed.

5. Show all locations for fire hydrants, fire department connection and fire backflow locations (plan sp-1 shows prop fire line).

Revised 10/ 24/18- Comment addressed.

A complete set of permitted plans must be submitted for review and approval prior to all construction.

All permitted plans must document on plans that a certificate of occupancy shall not be issued until the AHJ determines that the building is in compliance with section 118 (TWO WAY RADIO ENHANCEMENT SYSTEM) with Broward County Local Amendments to the Florida Fire Prevention Code 6TH Ed., NFPA 1-Fire Code, Florida Edition 2015, NFPA 101-Life Safety Code, Florida Edition 2015.

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



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-565

Agenda Date: 9/14/2020

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 CARES Act Contract #JCA20-06-2021 with the Areawide Council on Aging of Broward County, Inc. for Center for Active Aging Services in the amount of \$38,202.26; authorizing execution of the Agreement; providing an effective date. (Fiscal Impact: Increased funding)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Intergovernmental Revenue \$38,202.26

Account Name: Older Americans Act Title IIIB

Account Number: 101-33-331-6999

Secondary Account Name: Older Americans Act Title IIIE

Secondary Account Number: 101-33-331-6997

Background/History

The Areawide Council on Aging of Broward County (the Council") contracts with the City of Deerfield Beach to provide supportive services for the Center of Active Aging (the "Center"). The Center has been providing service delivery under the Federal Older Americans Act Title III B supportive services for seniors and Title III E caregiver services.

Current Activity

Due to COVID-19, the Center has provided supportive services for seniors, such as counseling, health support, and caregiver training and support services. In order to maintain connection and engagement of the seniors and caregivers remotely and to limit social isolation, loneliness, and depression, the Center has provided additional supportive services such as telephone reassurance and virtual and live recreation services and materials.

The Federal Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") Contract #JCA20-06-21 (the "CARES Act Contract") begins on April 1, 2020, or on the date on which the CARES Act Contract is fully executed, whichever is later, and ends on September 30, 2021. Through the Coronavirus Relief Funds, the CARES Act provides for retroactive payments that may

be used as reimbursement for goods and services provided on or after April 1, 2020. The CARES Act Contract will provide funding in the amount of \$38,202.26, subject to the availability of funds, of which \$23,272.10 are CARES Act Title III B Funds and \$14,930.16 are CARES Act Title III E Funds.

Recommendation

Approval of the CARES Act Contract with the Council in the amount of \$38,202.26.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE CARES ACT CONTRACT #JCA20-06-2021 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. FOR CENTER FOR ACTIVE AGING SERVICES IN THE AMOUNT OF \$38,202.26; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City wishes to contract with the Areawide Council on Aging of Broward County, Inc. (the “Council”) for Center for Active Aging Services pursuant to the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) Contract #JCA20-06-2021 (the “CARES Act Contract”); and

WHEREAS, the contract term for the CARES Act Contract with the Council will be from the date of execution through September 30, 2021; and

WHEREAS, through Coronavirus Relief Funds, the CARES Act provides for retroactive payments for reimbursement for goods and services provided on or after April 1, 2020; and

WHEREAS, the City Commission believes that it is in the best interest of the City to approve and authorize execution of the CARES Act Contract with the Council, attached as Exhibit “A,” for Center of Active Aging Services in the amount of \$38,202.26.

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 CARES Act Contract with the Council, attached as Exhibit “A,” for Center for Active Aging Services in the amount of \$38,202.26.

Section 3. The Mayor is hereby authorized to execute the CARES Act Contract with the Council, attached as Exhibit “A,” for Center of Active Aging Services, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The City Manager or designee is authorized to take all necessary steps to implement the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council,” and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging** hereinafter referred to as the “Contractor” who are collectively referred to as the “Parties.” This Contract is subject to all provisions contained in the Master Contract JM020-06-2022 executed between the Council and the Contractor, and its successor, incorporated herein by reference.

WITNESSETH THAT:

WHEREAS, the Council has determined that it is in need of certain services as described herein; and

WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an Independent Contractor for the Council.

NOW, THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract

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

2. Incorporation of Documents within the Contract

This Contract will incorporate attachments, proposal(s), service provider application(s), grant contracts, relevant State of Florida, Department of Elder Affairs’ handbooks, manuals or desk books and Master Contract JM020-06-2022, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Contract document and identified attachments.

3. Term of Contract

This Contract shall begin on April 1, 2020, or on the date on which this Contract has been signed by the last party required to sign it, whichever is later. It will end at midnight, Eastern Standard Time on September 30, 2021.

- 3.1** Through the Coronavirus Relief Fund, the CARES Act provides for retroactive payments to state, local, and tribal governments navigating the impact of the COVID-19 outbreak and, therefore, these funds may be used to reimburse the Contractor for any goods and services provided on or after April 1, 2020.

4. Contract Amount

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$38,202.26**, subject to the availability of funds. **\$23,272.10** represents Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act Title III B funds and **\$ 14,930.16** represents Federal CARES III Title E funds Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. Renewals

By mutual agreement of the Parties, in accordance with s. 287.058(1)(g), F.S., the Council may renew this Contract for a period not to exceed three years, or the term of the original Contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply to the Council’s request for Service Provider Application. No other costs for the renewal may

be charged. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by the Council and the availability of funds.

6. Background Screening

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

- 6.1** To demonstrate compliance with this provision, Contractor shall submit ATTACHMENT IX, Background Screening Affidavit of Compliance annually, by January 5th. Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>.

6.2 Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any Subcontractors and referred to a governmental or investigatory agency must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or Subcontractors, must be sent to the Council with a summary of the investigation and allegations.

7. Nondiscrimination-Civil Rights Compliance

- 7.1** The Contractor shall execute assurances as stated in the Assurances-Non-Construction Programs, ATTACHMENT III of the Master Contract, that it will not discriminate against any person in the provision of services or benefits under this Contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
- 7.2** During the term of this Contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, ATTACHMENT VIII.
- 7.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 7.4** If this Contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those

participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

8. Provision of Services:

The Contractor shall provide services in the manner described in ATTACHMENT I.

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

a.	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Donna DeFronzo, Director of Active Aging City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under this Contract is:	Donna DeFronzo, Director of Active Aging City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441 954-480-4449
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Council's Contract Manager for this Contract is:	Marie Laurent Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567

Upon change of representatives (names, address, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.

10. All Terms and Conditions Included:

This Contract and its Attachments, I - IX and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either written or verbal between the Parties. By signing this Contract, the Parties agree that they have read and agree to the entire Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the Parties hereto have caused this 35-page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

**City of Deerfield Beach, Florida /
Northeast Focal Point Senior Center dba
Department of Active Aging**

**Areawide Council on Aging of
Broward County, Inc.**

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

SIGNED BY

SIGNED BY

NAME

PAULINE GRANT
NAME

TITLE

PRESIDENT
TITLE

DATE

DATE

FEDERAL ID NUMBER: 59-6000305

FISCAL YEAR-END DATE: September 30

ATTACHMENT I

**CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT
STATEMENT OF WORK**

SECTION I: SERVICES TO BE PROVIDED

1.1 DEFINITIONS OF TERMS AND ACRONYMS

1.1.1 CONTRACT ACRONYMS

AAA – Area Agency on Aging
ACL – Administration on Community Living
ADL – Activities of Daily Living
AIRS – Alliance of Information & Referral Systems
AOA – Administration on Aging
APCL – Assessed Priority Consumer List
APS – Adult Protective Services
CARES – Coronavirus Aid, Relief, and Economics Security (CARES) Act
CIRTS – Client Information and Registration Tracking System
DBPR – Florida Department of Business and Professional Regulations
DOEA – State of Florida, Department of Elder Affairs
DOH – Department of Health
DRI – Dietary Reference Intake (DRI)
I&R – Information and Referral
IADL – Instrumental Activities of Daily Living
MDD – Major Disaster Declaration
NCOA – National Council on Aging
OAA – Older Americans Act
PSA – Planning and Service Area
SMMC LTC – Statewide Medicaid Managed Care Long-Term Care
SPA – Service Provider Application
USDA – United States Department of Agriculture
USDHHS – United States Department of Health and Human Services

1.1.2 PROGRAM SPECIFIC TERMS

Adult Child with a Disability: A child who is age 18 or older and is financially dependent on an older individual who is a parent of the child and has a disability.

Child: An individual who is not more than 18 years of age or an individual with a disability.

Disaster Relief Services: ACL considers disaster relief services for older individuals to be any allowable OAA services during the period covered by Florida’s MDD that are provided to eligible older individuals or family caregivers as defined under the OAA.

Family Caregiver: An adult family member, or another individual, who is an informal provider of in-home and community care to an older individual.

Frail: When an older individual is (1) determined to be unable to perform at least two activities of daily living (ADLs) without substantial human assistance, including verbal reminding, physical cueing or supervision; or (2) unable to perform at least three such activities without such assistance; or, (3) due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.

Grandparent: A grandparent or step-grandparent of a child, or a relative of a child by blood, marriage or adoption and who: (1) lives with the child, (2) is the primary caregiver of the child because the

biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child, and (3) has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally.

Major Disaster Declaration (MDD): States may request and receive an MDD by the President under the Stafford Act. Florida's request has been approved, which permits DOE A to use any portion of the funds made available under sections of OAA for disaster relief for older individuals. These flexibilities are only allowed during the period of the MDD. The Contractor will be notified via email once the MDD period has ended, at which time these flexibilities will be waived and the Contractor must provide services in compliance with OAA.

Service Provider Application: A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system, in the respective service area, in accordance with the Section 306 of the Older Americans Act (42 U.S.C. 3026), and the Council instructions.

1.2.1 General Statement

The primary purpose of the CARES Act Program is to prevent, prepare for, and respond to coronavirus; including supportive services, nutrition services, and support services for family caregivers.

1.2.2 Authority

All applicable federal laws, regulations, action transmittals, program instructions, review guides, and similar documentation related to the following:

- (1) Catalog of Federal Domestic Assistance No. 93.043, 93.044, 93.045, and 93.052;
- (2) Older Americans Act of 1965, as amended 2016;
- (3) CARES Act;
- (4) 42 U.S.C. § 303 and § 604;
- (5) Rule 58A-1, Florida Administrative Code;
- (6) Section 430.101, Florida Statutes; and
- (7) Current DOE A Programs and Services Handbook, which is hereby incorporated by reference, to include any subsequent revisions thereof.

1.2.3 Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of the CARES Act Program within its designated sector outlined in the OAA Contractor's Service Provider Application (SPA). The services shall be provided in a manner consistent with and described in both the current Contractor's SPA requested by the Council and the current DOE A Programs and Services Handbook.

1.2.4 Major Program Goals

The major goals of the CARES Act Program are to prevent, prepare for, and respond to coronavirus; including supportive services, nutrition services, and support services for family caregivers.

1.3 CLIENTS TO BE SERVED

1.3.1 General Statement

The CARES Act Program gives preference to older individuals with greatest economic need and older individuals with greatest social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas), and clients who are practicing social distancing due to the COVID-19 pandemic.

1.3.2 CARES Act Program

Consumers shall not be dually enrolled in an CARES Act Program and a Medicaid capitated Long-Term Care Program, except consumers in need of CARES Act Legal Assistance services.

1.3.3 CARES Act for Supportive Services under Title IIIB of the Older Americans Act

- (1) Individuals must be age 60 or older; and
- (2) Information and Referral/Assistance services are provided to individuals regardless of age.

1.3.4 CARES Act for Nutrition Services under Titles IIIC of the Older Americans Act

General factors that should be considered in establishing priority for Nutrition Services include those older persons who:

- (1) Cannot afford to eat adequately;
- (2) Lack the skills or knowledge to select and prepare nourishing and well-balanced meals;
- (3) Have limited mobility which may impair their capacity to shop and cook for themselves; or
- (4) Have a disabling illness or physical condition requiring nutritional support
- (5) Have been screened at a high nutritional risk; or
- (6) Is unable to obtain nutrition because the individual is practicing social distancing due to the emergency (only during the period of the COVID-19 public health emergency declared under section 319 of the Public Health Service Act [(42 U.S.C. 247d)]).

1.3.4.1 In addition to meeting the general nutrition services eligibility requirements listed in Section 1.3.4 above, individuals eligible to receive nutrition services include the following:

- a. Individuals age sixty (60) or older;
- b. Any spouse (regardless of age) who resides at home with or attends the dining center with his/her eligible spouse;
- c. Persons with a disability, regardless of age, who reside in a housing facility occupied primarily by older individuals where congregate nutrition services are provided, or home delivered meals are delivered;
- d. Disabled persons who reside at home with or accompany an eligible person to the dining center;
- e. Volunteers, regardless of age, who reside at home with or provide essential services on a regular basis during meal hours;
- f. Persons at nutritional risk who have physical, emotional, or behavioral conditions which would prevent them from obtaining nutrition; and
- g. Persons at nutritional risk who are socially or otherwise isolated and unable to obtain nutrition.

1.3.5 CARES Act for Family Caregiver Support Program under Title IIIE of the Older Americans Act

Eligible individuals include:

- (1) Family caregivers of individuals age 60 or older;
- (2) Grandparents (age 55 or older) or older individuals (age 55 or older) who are relative caregivers;
- (3) Priority will be given to family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction and for grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities; and
- (4) For respite and supplemental services, a family caregiver must be providing care for an older individual who meets the definition of the term "frail" in ATTACHMENT I, Paragraph 1.1.2.

SECTION II – MANNER OF SERVICE PROVISION

2.1 SERVICE TASKS

To achieve the goals of the CARES Act Program, the Contractor shall ensure the following tasks are performed.

2.1.1 Client Eligibility Determination

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client based on meeting the requirements described in this Contract.

2.1.2 Targeting and Screening of Service Delivery for New Clients

The Contractor shall develop and implement policies and procedures consistent with OAA targeting and screening criteria for new clients.

2.1.3 Delivery of Services to Eligible Clients

The Contractor shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. The Contractor shall ensure the performance and report performance of the services specified in ATTACHMENT V, Budget Summary, in accordance with the current DOEA Programs and Services Handbook.

Under the Stafford Act, and the State of Florida’s Major Disaster Declaration, the Council is permitted to use any portion of the funds in this contract to offer disaster relief services to eligible older individuals or family caregivers. The Contractor will be notified via email once the Major Disaster Declaration has ended, at which time these flexibilities will end and the Contractor must provide services in the respective programs as

2.1.4 CARES Act for Supportive Services under Title III-B Program of the Older Americans Act

Supportive services include a variety of community-based and home-delivered services that support the quality of life for older individuals by helping them remain independent and productive. Services include the following:

- | | |
|----------------------------------|--|
| (1) Adult Day Care; | (18) Interpreter/Translating; |
| (2) Adult Day Health Care; | (19) Legal Assistance; |
| (3) Caregiver Training/Support; | (20) Material Aid; |
| (4) Case Aide; | (21) Occupational Therapy; |
| (5) Case Management; | (22) Outreach; |
| (6) Chore Services; | (23) Personal Care; |
| (7) Companionship; | (24) Physical Therapy; |
| (8) Counseling (Gerontological); | (25) Recreation; |
| (9) Counseling (Mental Health); | (26) Respite Services; |
| (10) Education/Training; | (27) Screening/Assessment; |
| (11) Emergency Alert Response; | (28) Shopping Assistance; |
| (12) Escort; | (29) Skilled Nursing; |
| (13) Health Support; | (30) Specialized Medical Equipment, Services and Supplies; |
| (14) Home Health Aid; | (31) Speech Therapy; |
| (15) Homemaker; | (32) Telephone Reassurance; and |
| (16) Housing Improvement; | (33) Transportation. |
| (17) Intake; | |

2.1.5 CARES Act for Nutrition Services under Title III-C of the Older Americans Act

Nutrition services are designed to reduce hunger and food insecurity and to promote socialization and the health and well-being of older individuals through access to nutrition and other disease prevention and health promotion services. Services include the following:

- | | |
|-----------------------|---------------------------------|
| (1) Congregate meals; | (2) Congregate meals screening; |
|-----------------------|---------------------------------|

- (3) Home delivered meals;
- (4) Nutrition education and nutrition counseling;
- (5) Outreach;
- (6) Screening and Assessment;
- (7) Shopping Assistance; and
- (8) Telephone Reassurance

2.1.5.1 Nutrition Service Operations

The Contractor shall ensure the nutrition service operations meet the requirements of ATTACHMENT I, as well as any other applicable regulations and policies prescribed in the current DOE A Programs and Services Handbook, by the USDHHS, USDA, DOH and local health departments, DBPR, or any other agency designated to inspect meal quality for the State.

2.1.5.2 Prescribed Nutritional Requirements

The Contractor will ensure that each meal provided under this Contract must meet the following criteria:

- (1) Comply with the current Dietary Guidelines for Americans, published by the Secretaries of the DHHS and the USDA; and
- (2) Provide a minimum of 33 1/3 percent of the dietary reference intakes/adequate intakes for an age 70+ female as established by the Food and Nutrition Board of the National Academy of Sciences.

2.1.6 CARES Act for Family Caregiver Support Services under Title III-E of the Older Americans Act

The following services are intended to provide direct help to caregivers, assist in the areas of health, nutrition, and financial literacy and assist caregivers in making decisions and problem solving related to their caregiving roles and responsibilities:

- (1) Adult Day Care;
- (2) Adult Day Health Care;
- (3) Caregiver Training/Support;
- (4) Counseling (Gerontological);
- (5) Counseling (Mental Health);
- (6) Education/Training;
- (7) Financial Risk Reduction;
- (8) Outreach;
- (9) Powerful Tools for Caregivers;
- (10) Respite Services (In-Home and Facility Based);
- (11) Screening/Assessment;
- (12) Telephone Reassurance; and
- (13) Transportation.

2.1.7 Caregiver Support Supplemental Services (IIIES Program): The following services are provided to complement the care provided by caregivers.

- (1) Chore Services;
- (2) Housing Improvement;
- (3) Legal Assistance;
- (4) Material Aid; and
- (5) Specialized Medical Equipment, Services, and Supplies.

2.1.8 Caregiver Support Grandparent Services (IIIEG Program): Services for grandparents or older individuals who are relative caregivers designed to help meet their caregiving obligations include:

- (1) Caregiver Training/Support;
- (2) Child Day Care;
- (3) Counseling (Gerontological and Mental Health);
- (4) Education/Training;
- (5) Legal Assistance;
- (6) Outreach;
- (7) Screening/Assessment;
- (8) Shopping Assistance;
- (9) Sitter;
- (10) Telephone Reassurance; and
- (11) Transportation.

2.1.9 Use of Volunteers to Expand the Provision of Available Services

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings. The Contractor shall provide a quarterly report of volunteer activities and services in a format provided by the Council.

2.2 Staffing Requirements

2.2.1 Staffing Levels

The Contractor shall dedicate the staff necessary as required to meet the obligations of the contract.

2.2.2 Professional Qualifications

The Contractor shall ensure that the staff responsible for performing this Contract have the qualifications as specified in the DOEA Programs and Services Handbook.

2.2.3 Use of Subcontractors

If this Contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its agreement with the subcontractor. If any circumstances occur that may result in a delay for a period of 60 days or more of the initiation of the subcontract or in the performance of the subcontractor, the Contractor shall notify the Council's Contract Manager and the Council's Finance Director in writing of such delay.

The Contractor shall not permit a subcontractor to perform services related to this Contract without having a binding subcontractor agreement executed. In accordance with Section 23 of the Master Contract JM020-06-2022, the Council will not be responsible or liable for any obligations or claims resulting from such action.

The Contractor shall submit a copy of all subcontracts to the Council's Contract Manager within thirty (30) days of the subcontract being executed.

2.2.3.1 Monitoring Performance of Subcontractors

The Contractor shall monitor at least once per year each of its subcontractors paid from funds provided under this Contract. The Contractor shall perform fiscal, administrative, and programmatic monitoring of each subcontractor to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor to ensure that time schedules are met, the budget and scope of work are accomplished within the specified time periods and other performance goals stated in this Contract are achieved.

2.3 Contractor Outreach Reporting Requirements

The Contractor shall document its performance of outreach activities for the entire catchment area as specified in your Service Provider Application, by establishing a uniform reporting format that includes the following: number and type of provider events or activities; date and location; total number of participants at each event or activity; individual service needs identified; and referral sources or information provided. The Contractor shall provide a report on outreach activities quarterly. The report will be due by the 10th of the month following the end of the quarter.

2.4 Grievance and Complaint Procedures

2.4.1 Grievance Procedures

The Contractor shall comply with and ensure compliance with the Minimum Guidelines for Recipient Grievance Procedures, Appendix D, DOEA Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

2.4.2 Complaint Procedures

The Contractor shall develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, DOEA Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature, and the determination of each complaint.

2.4.3 Legal Provider Grievance Procedures

Legal Providers must have an internal grievance procedure that addresses both denials of service and complaints by clients about the manner or quality of legal assistance. Grievance policies that comport with requirements of the Legal Services Corporation as provided in 45 CFR Part 1621 are sufficient to meet this standard. At a minimum, the procedure must provide applicants with:

- (1) Adequate notice of the grievance procedures;
- (2) Information on how to file a grievance or complaint, and;
- (3) An opportunity for review of the complaint by the Legal Provider's Executive Director or the Executive Director's designee.

The Council may not serve in an appellate capacity or otherwise interfere in the grievance review process for legal providers. However, the Council may request that legal providers maintain a file of complaints and statements of disposition of complaints, with redacted client identifying information, for examination by the Council during monitoring.

2.5 SERVICE TIMES

The Contractor shall ensure the provision of the services listed in the contract during normal business hours unless other times are more appropriate to meet the performance requirements of the contract, and it shall monitor its subcontractors to ensure they are available to provide services during hours responsive to client needs and during those times which best meet the needs of the relevant service community. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm, except on holidays.

2.6 DELIVERABLES

2.6.1 Programmatic Operations and Administration

The Contractor shall ensure the provision of services outlined in this Contract in accordance with the DOEA Programs and Services Handbook through its review of reports outlined in ATTACHMENT I, Section 2.7 of this Contract at least as follows:

- (1) monthly review of surplus/deficit reports and CIRTS data accuracy reports; and
- (2) annual review of service cost report.

2.7 REPORTS

The Contractor shall respond to additional routine and/or special requests for information and reports required by the Council in a timely manner as determined by the Council's Contract Manager.

The Contractor must establish due dates for any subcontractors that permit the Contractor to meet the Council's reporting requirements.

2.7.1 Service Provider Application Update and All Revisions Thereto

The Contractor is required to submit a Service Provider Application update wherein the Council enters CARES specific data in CIRTS.

2.7.2 Client Information and Registration Tracking System (CIRTS) Reports

The Contractor shall input CARES specific data into CIRTS to ensure CIRTS data accuracy. The Contractor shall use CIRTS generated reports which include the following:

- | | |
|-------------------------|----------------------------------|
| (1) Client Reports; | (4) Miscellaneous Reports; |
| (2) Monitoring Reports; | (5) Fiscal Reports; and |
| (3) Services Reports; | (6) Outcome Measurement Reports. |

2.7.3 Service Costs Reports

The Contractor is required to submit annual service cost reports that reflect actual costs of providing each service by the program. This report provides information for planning and negotiating unit rates. This report is due 30 days after end of contract period.

2.7.4 Surplus/Deficit Report

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council's Contract Manager by the 5th business day of each month. This report is for all agreements and/or contracts between the Contractor and the Council. The report will include the following:

- (1) A list of all services and their current status regarding surplus or deficit;
- (2) The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;
- (3) Recommendations to transfer funds to resolve surplus/deficit spending;
- (4) Input from the Contractor's Board of Directors on the resolution of spending issues, if applicable; and
- (5) Number of clients currently on Assessed Priority Consumer List (APCL) that receive a priority ranking score of 4 or 5.

2.8 RECORDS AND DOCUMENTATION

The Contractor shall maintain all contract related records and documentation that shall be available to the Council or authorized individuals, such as, the DOEA and the Department of Finance Services, upon request. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any system designated by the DOEA and the Council.

Maintenance includes valid exports and backups of all data and systems according to the DOEA standards. Data must be usable and must be maintained in a format that is readable to the DOEA and the Council.

2.8.1 CIRTS Data and Maintenance

The Contractor will ensure the collection and maintenance of client and service information on a monthly basis from the CIRTS or any other system designated by the Council. Maintenance includes

ensuring that all data is accurate and current and performing valid exports and backups of all data and systems according to the DOE standards.

2.8.2 Each Contractor and subcontractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location.

2.8.3 The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with subcontractors. These policies and procedures shall be made available to the Council upon request.

2.8.4 CIRT Address Validation

The Contractor shall work with the Council to ensure that client addresses are correct in CIRT for disaster preparedness efforts. At least annually, and more frequently as needed, the Council will provide direction on how to validate CIRT addresses to ensure they can be mapped. The Contractor will receive a list of unmatched addresses that cannot be mapped, and the Contractor will be responsible for correcting the addresses and send a list to the Council with confirmed addresses. The Council will use this information to update maps, client rosters, and unmatched addresses and disseminate this information.

2.9 PERFORMANCE SPECIFICATIONS

2.9.1 Outcomes and Outputs (Performance Measures) – At a minimum, the Contractor must:

- (1) The Contractor shall ensure services provided under this Contract are in accordance with the current DOE Programs and Service Handbook, the Contractor's Service Provider Application and the Service Tasks described in ATTACHMENT I, Section 2.1.
- (2) The Contractor shall timely submit to the Council all reports described in ATTACHMENT I, Section 2.7 REPORTS.
- (3) The Contractor shall timely submit to the Council all information described in ATTACHMENT I, Section 2.7 RECORDS AND DOCUMENTATION.

2.9.2 The Contractor shall develop and document strategies in the Service Provider Application to support the Council's standard of performance achievement, including increases in the following:

- (1) Percentage of most frail elders who remain at home or in the community instead of going into a nursing home;
- (2) Percentage of Adult Protective Services (APS) referrals who are in need of immediate services to prevent further harm who are served within 72 hours;
- (3) Percentage of new service recipients whose ADL assessment score has been maintained or improved;
- (4) Percentage of new service recipients whose IADL assessment score has been maintained or improved;
- (5) Percentage of clients who are at imminent risk of nursing home placement who are served with community based services;
- (6) Percentage of active clients eating two or more meals per day; and
- (7) After service intervention, the percentage of caregivers who self-report being very confident about their ability to continue to provide care.

The Contractor's performance of these measures will be reviewed and documented in the Council's annual monitoring reports.

2.10 CONTRACTOR'S FINANCIAL OBLIGATIONS

2.10.1 Consumer Contributions

Consumer contributions are to be used under the following terms:

- (1) The Contractor assures compliance with Section 315 of the Older Americans Act as amended in 2006, in regard to consumer contributions;
- (2) Voluntary contributions are not to be used for cost sharing or matching;
- (3) Accumulated voluntary contributions are to be used prior to requesting federal reimbursement; and
- (4) Voluntary contributions are to be used only to expand services.

2.10.2 Use of Service Dollars and Management of the Assessed Priority Consumer List

The Contractor is expected to spend all federal, state, and other funds provided by the Council for the purpose specified in the contract. The Contractor must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period, for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to other Agencies during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

2.10.3 The Contractor agrees to distribute funds as detailed in the Service Provider Application and the Budget Summary, ATTACHMENT IV. The Contractor may request a budget revision by submitting a written request to the Council's Contract Manager. Upon approval, the Council's Finance Director will issue a budget revision letter. Any changes in the amount of federal or general revenue funds identified on the Budget Summary form require a contract amendment.

2.10.4 CARES Act Funds

The Contractor assures compliance with Section 306 of the Older Americans Act, as amended in 2006, that funds received under CARES will not be used to pay any part of a cost (including an administrative cost) incurred by the Contractor to maintain a contractual or commercial relationship that is not carried out to implement Title III.

2.11 CONTRACTOR'S RESPONSIBILITIES

2.11.1 Contractor Unique Activities

All service tasks and deliverables pursuant to this Contract are solely and exclusively the responsibility of the Contractor, and for which, by the execution of this Contract, the Contractor agrees to be held accountable.

2.11.2 Coordination with Other Providers and/or Entities

Notwithstanding that services for which the Contractor is held accountable involve coordinating with other entities in performing the requirements of the contract; the failure of other entities does not alleviate the Contractor from any accountability for tasks or services that the Contract is obligated to perform pursuant to this Contract.

2.12 COUNCIL'S RESPONSIBILITIES

2.12.1 Council's Obligations – The Council may provide technical support to assist the Contractor in meeting the requirements of this Contract.

2.12.2 Council's Determinations - The Council reserves the exclusive right to make certain determinations in the tasks and approaches. The absence of the Council setting forth a specific reservation of rights does not mean that all other areas of the contract are subject to mutual agreement.

2.12.3 Contract Monitoring and Evaluation Methodology

The Council will review and evaluate the performance of the Contractor under the terms of this Contract. Monitoring shall be conducted through direct contact with the Contractor through telephone, in writing, or an on-site visit. The Council's determination of acceptable performance will be conclusive. The Contractor agrees to cooperate with the Council in monitoring the progress of completion of the service tasks and deliverables.

The Council may use, but is not limited to, one or more of the following methods for monitoring:

- (1) Desk reviews and analytical reviews;
- (2) Scheduled, unscheduled and follow-up on-site visits;
- (3) Client visits;
- (4) Review of independent auditor's reports;
- (5) Review of third-party documents and/or evaluation;
- (6) Review of progress reports;
- (7) Review of client satisfaction surveys;
- (8) Agreed-upon procedures review by an external auditor or consultant;
- (9) Limited-scope reviews; and
- (10) Other procedures as deemed necessary.

The Council shall conduct at least one onsite technical assistance visit per year. During this technical assistance visit, the Contractor will arrange for observation of the delivery of service provided to seniors in the local community. The technical assistance visit will consist of training and open discussions necessary to assist with understanding and comply with the contract.

2.13 Program Highlights

The Contractor shall submit brief written narratives to the Council for publication in the Program Highlight sections of the DOE's Summary of Programs and Services, which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials, or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the narratives to identify the specific individuals or entities that performed the activities described in the narratives. The Contractor shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to the Council.

SECTION III: METHOD OF PAYMENT

3.1 General Statement of Method of Payment

The method of payment for this Contract includes a fixed rate for services. The Contractor shall ensure fixed rates for services include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an

independent audit is required. The Contractor shall consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment and shall submit to the Council on forms 106 and 105, ATTACHMENT V.

3.1.1 The Contractor agrees to distribute funds as detailed in ATTACHMENT IV, Budget Summary. The Contractor may request a budget revision by submitting a written request to the Council's Contract Manager. Upon approval, the Council's Finance Director will issue a budget revision letter. An amendment is required to change the total amount of the contract.

3.2 Invoice Submittal and Requests for Payment

All requests for payment and expenditure reports submitted to support requests for payment shall be on forms 105 and 106, ATTACHMENT V. The Contractor will consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment.

3.2.2 The Contractor shall include with its request for payment documentation of services provided, the units of services provided, and the rates for the services provided in conformance with the requirements as described in this ATTACHMENT I and ATTACHMENT IV, Budget Summary. Each deliverable must be received and accepted by the Council before payment is made.

3.2.3 The Contractor shall maintain documentation to support payment requests that shall be available to the Council or authorized individuals upon request. Such documentation shall be provided upon request to the Council or the DOE.

3.2.4 Any payment due by the Council under the terms of this contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 26 of the Master Contract.

3.3 Documentation for Payment

The Contractor shall maintain documentation to support payment requests that shall be available to the Council or authorized individuals.

3.3.1 The Contractor will enter all required data per the CIRTIS Policy Guidelines for clients and services in the CIRTIS database. The data must be entered into the CIRTIS before the Contractor can submit their request for payment and expenditure reports to the Council. The Contractor shall establish time frames to assure compliance with due dates for the requests for payment and expenditure reports to the Council.

3.3.2 The Contractor will run monthly CIRTIS reports and verify client and service data in the CIRTIS is accurate. This report must be submitted to the Council with the monthly request for payment and expenditure report and must be reviewed by the Council before the Contractor's request for payment and expenditure reports can be approved by the Council. All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the contract. The schedule for submission of advance requests (when available) and invoices is ATTACHMENT III, Invoice Report Schedule, to this Contract. Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in ATTACHMENT IV, Budget Summary.

3.3.3 Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Section 26 of the Master Contract.

3.3.4 Contractor shall ensure compliance with evidence-based programs. Should the Contractor not comply with the research design of the program, reimbursement for services will be at the sole discretion of the Council.

3.4 Date for Final Request for Budget Revisions

Final requests for budget revision or adjustments to contract funds based on expenditures for services provided through September 30, 2021, must be submitted to the Council's Contract Manager and Finance Director, no later than September 30, 2021.

3.4.1 Date for Final Request for Payment

The final request for payment will be due to the Council no later than October 20, 2021.

3.5. Incident Reporting

3.5.1 The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates Master Contract by reference. Such notice shall be made orally to the Council's Contract Manager (by telephone) with an email to immediately follow.

3.6. Enforcement

The Council may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor's designation as a Contractor, if the Council finds that:

- (1) An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating Master Contract by reference, or substantially and negatively affected the operation of services covered under any contract or agreement;
- (2) The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
- (3) The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;
- (4) The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
- (5) The Contractor has exceeded its authority or otherwise failed to adhere to the terms of Master Contract and any contract or agreement incorporating Master Contract by reference;
- (6) The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; and/or
- (7) The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.

3.6.1 In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating Master Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.

3.7 Remedies-Nonconforming Services

The Contractor shall ensure that all goods and/or services provided under this Contract are delivered timely, completely, and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.

If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this Contract. The Contractor's signature on the request for payment form certifies maintenance of supporting documentation and acknowledgment that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Council requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

3.8 Consequences for Noncompliance

Contractor shall ensure 100% of the deliverables identified in this Contract are performed pursuant to contract requirements.

3.8.1 Corrective Action Plan

If at any time the Contractor is notified by the Council's Contract Manager that it has failed to correctly, completely, adequately perform contract deliverables identified in this Contract, the Contractor will have ten (10) days to submit a CAP to the Council's Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's Contract Manager. The Council shall assess a financial consequence for noncompliance on the Contractor as referenced in ATTACHMENT I, Section 3.8.2 of this Contract for each deficiency identified in the CAP, which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.

If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct the percentage established in ATTACHMENT I, Section 3.8.2 of this Contract from the payment for the invoice of the following month.

If the Contractor fails to timely submit a CAP, the Council shall deduct the percentage established in ATTACHMENT I, Section 3.8.2 of this Contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

If, or to the extent, there is any conflict between ATTACHMENT I, Section 3.8, and Section 39. of the Master Contract, Section 3.8 shall have precedence.

3.8.2 Financial Consequences

The Council will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Council according to the requirements referenced in ATTACHMENT I, Section 2.1 of this Contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in ATTACHMENT I, Section 2.9 of this Contract.

Failure to comply with established assessment and prioritization criteria, as evidenced by the CIRT reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Council's notification to the Contractor that the identified

deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in ATTACHMENT I, Section 3.8.

Failure to perform management and oversight of Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in ATTACHMENT I, Section 3.8.

Failure to timely submit a CAP within 10 business days after notification of a deficiency by the Council Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in ATTACHMENT I, Section 3.8.

Failure to provide services in accordance with the current DOE A Programs and Services Handbook, the service tasks described in ATTACHMENT I, Section 2.1, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin on the 11th business day following the Council's notification that it has failed to correctly, completely, adequately perform contract deliverables identified in this Contract.

END OF ATTACHMENT I

ATTACHMENT II**FUNDING SUMMARY**

Note: Title 2 CFR & 2 CFR Part 200, as revised, and Section 215.971, F.S. requires that the information about Federal Programs and State Projects included in Attachment I of the Master Contract be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

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

Program Title	Year	Funding Source	CFDA#	Fund Amounts
CARES Act for Supportive Services under Title III-B	2020	U.S. Dept. of Health and Human Services	93.044	\$23,272.10
CARES Act for Supportive Services under Title III-E	2020	U.S. Dept. of Health and Human Services	93.052	\$14,930.16
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				\$38,202.26

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

FEDERAL FUNDS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133, As amended – Audits of States, Local Governments, and Non-Profit Organizations.

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

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

MATCHING RESOURCES FOR FEDERAL PROGRAMS

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			\$

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

STATE FINANCIAL ASSISTANCE

Section 215.97, F.S., Chapter 69I-5, FL Admin Code, Reference Guide for State Expenditures, Other fiscal requirements set forth in program laws, rules, and regulations.

ATTACHMENT III**OLDER AMERICANS ACT PROGRAM****INVOICE REPORT SCHEDULE**

Report #	Based On	Due Date
1	April 2020 Expenditure Report	May 8
2	May 2020 Expenditure Report	June 5
3	June 2020 Expenditure Report	July 8
4	July 2020 Expenditure Report	August 7
5	August 2020 Expenditure Report	September 7
6	September 2020 Expenditure Report	October 7
7	October 2020 Expenditure Report	November 6
8	November 2020 Expenditure Report	December 7
9	December 2020 Expenditure Report	January 8
10	January 2021 Expenditure Report	February 6
11	February 2021 Expenditure Report	March 7
12	March 2021 Expenditure Report	April 8
13	April 2021 Expenditure and Closeout Report	May 8
14	May 2021 Expenditure Report	June 5
15	June 2021 Expenditure Report	July 8
16	July 2021 Expenditure Report	August 7
17	August 2021 Expenditure Report	September 7
18	September 2021 Expenditure Report	October 7
19	Final Expenditure Report & Closeout	October 20

Legend: * Advance based on projected cash need.

Note # 1: Submission of expenditure reports may or may not generate a payment request. If the final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 2: Reports submitted after the 10th of the month will be processed the following month. This rule will be strictly enforced.

ATTACHMENT IV**CARES ACT****BUDGET SUMMARY – CARES TITLE III B**

FIXED SERVICES	Total Units	Unit Rate	Federal Funds	Council Match Funds	Total Reimbursement
Counseling - Gero - Grp	25	\$80.99	\$2,024.75	\$0.00	\$2,024.75
Counseling - Gero - Ind	25	\$17.15	\$428.75	\$0.00	\$428.75
Health Support - Grp	25	\$106.64	\$2,666.00	\$0.00	\$2,666.00
Health Support – Ind	25	\$43.54	\$1,088.50	\$0.00	\$1,088.50
Telephone Reassurance	1,700	\$9.45	\$16,065.00	\$0.00	\$16,065.00
Recreation Materials	Cost Reimbursment		\$999.10	\$0.00	\$999.10
TOTAL III B CONTRACT AMOUNT			\$23,272.10	\$0.00	\$23,272.10

BUDGET SUMMARY – CARES TITLE III E

FIXED SERVICES	Total Units	Unit Rate	Federal Funds	Council Match Funds	Total Reimbursement
Caregiver Training & Support - Grp	42	\$85.48	\$3,590.16	\$0.00	\$3,590.16
Telephone Reassurance	1,200	\$9.45	\$11,340.00	\$0.00	\$11,340.00
TOTAL III E CONTRACT AMOUNT			\$14,930.16	\$0.00	\$14,930.16
TOTAL CONTRACT AMOUNT			\$38,202.26	\$0.00	\$38,202.26

ATTACHMENT V

CONTRACT #:
PROV YYYY

RECEIPTS AND UNIT COST REPORT
Program

PROVIDER NAME, ADDRESS, PHONE # and FED# PROVIDER ADDRESS ADDRESS Tel: Fax: FEID #:		FUNDING SOURCE:		THIS REPORT PERIOD Period CONTRACT PERIOD: CONTRACT #: REPORT #1 PSA #: 10			
CERTIFICATION: I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in the contract. Further, I certify that the attached monthly and YTD service units /undup clients' report is correct.							
Prepared By: _____ Date: _____ Approved By: _____ Date: 20____							
PART a: INCOME / RECEIPTS 1. Federal Funds 2. State Funds 3. Program Income 4. Local Cash Match 5. SUBTOTAL: CASH RECEIPTS 6. Local In-Kind match 7. TOTAL RECEIPTS		A. Approved Budget \$0.00 \$0.00	B. Actual Receipts for third report \$0.00 \$0.00	C. Total Receipts Year to Date \$0.00 \$0.00	D. % of Approved Budget #DIV/0! #DIV/0!		
PART b: UNIT COST REPORT (A) SERVICE (B) CONTRACT AMOUNT (C) UNITS (D) UNIT RATE (E) AMOUNT EARNED THIS PERIOD (F) AMOUNT PREVIOUSLY EARNED (G) AMOUNT EARNED YTD							
<u>FIXED SERVICES</u>							
SERVICE	\$0.00	0.00	\$18.00	\$0.00		\$0.00	YTD Units 0.00
SERVICE	\$0.00	0.00	\$22.00	\$0.00		\$0.00	0.00
SERVICE	\$0.00	0.00	\$33.00	\$0.00		\$0.00	0.00
SERVICE	\$0.00	0.00	\$44.00	\$0.00		\$0.00	0.00
SERVICE	\$0.00	0.00	\$55.00	\$0.00		\$0.00	0.00
			\$0.00	\$0.00		\$0.00	
			\$0.00	\$0.00		\$0.00	
			\$0.00	\$0.00		\$0.00	
			\$0.00	\$0.00		\$0.00	
	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
PART c: OTHER REVENUE / PROGRAM INCOME 1.CONTRIBUTIONS: (EXCLUDES CLIENT CO-PAY COLLECTIONS) 2.CLIENT CO-PAY ASSESSED 3.CLIENT CO-PAY COLLECTIONS 4.INTEREST (NET AMOUNT NOT RETURNED) 5.MATCH VALUATION (INCLUDES CASH & IN-KIND)		A. Total - Current Month \$0.00 \$0.00 \$0.00 \$0.00 \$0.00		B. Total - Year To Date \$0.00 \$0.00 \$0.00 \$0.00			

PROV YYYY

CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
PROGRAM

FUNDING SOURCE

PROVIDER NAME, ADDRESS, PHONE & FEID # PROV ADDRESS ADDRESS Tel: Fax: FEID #:	TYPE OF REPORT: A. PAYMENT REQUEST: Regular ☒ Supplemental B. METHOD OF PAYMENT: Advance Reimbursement ☒		THIS REQUEST PERIOD: Period CONTRACT PERIOD: CONTRACT #: REPORT #1 PSA # 10		
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.					
Prepared By: _____ Date: _____ Approved By: _____ Date: 20					
PART A: CONTRACT FUNDS SUMMARY	SERVICE	SERVICE	SERVICE	SERVICE	TOTAL
1. Approved Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Previous Funds Requested for Contract Period	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3 Contract Funds Available	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PART B: CONTRACT FUNDS REQUESTED:					
1. Cash Advances (1st-2nd Months)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period (= to PSA #10 Form 105Z Part B, Column E)	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	\$0.00
3. Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SVC CODE	SVC CODE	SVC CODE	SVC CODE	
PART C: NET FUNDS REQUESTED:					
1. Less Overadvance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Contract Funds Are Hereby Requested (Part B Line 3 minus Part C line 1) Not to exceed Part A Line 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCE EARNED Advance Remaining					

PSA #10 FORM 106C, Dated July 97

BATCH #: _____

DESC: PROV PROG MM/YYYY

VENDOR ID: P-PROV

ACCOUNT #: 20.20.10.JXXXXX00.XXXX.XXX

CHECK # _____ CHECK DATE: _____

INPUT: _____ APPROVAL: _____

ATTACHMENT VI**CERTIFICATIONS AND ASSURANCES**

DOEA will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans and Cooperative Agreements**
- H. Verification of Employment Status Certification**
- I. Records and Documentation**
- J. Certification Regarding Inspection of Public Records**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative.

agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOE and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that is not engaged in a boycott of Israel.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Contract and the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs, including any costs for investigation that led to the finding of false certification.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACT, AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Contractor and any Subcontractors of services under this Contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the

- comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
 3. If this Contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
 4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
 5. The Contractor and any Subcontractors of services under this Contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Contract and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire Contract term.

The Contractor shall require that the language of this certification be included in all subcontract, subgrants, and other agreements and that all subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by OMB Circulars A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation of any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 10.1 of the Master Contract, and 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council, and any attorneys' fees assessed or awarded against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Contract or services performed thereunder.
 - a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.

2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does_____ does not _____ provide for institutional memberships.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available of inspection if applicable, as stated above.

By execution of this Contract, Contractor must include these provisions (A-I) in all related subcontract agreements (if applicable).

By signing below, Contractor certifies the representations outlined in parts A through I above, are true and correct.

Signature and Title of Authorized Representative

Date

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center
dba Department of Active Aging

Contractor

227 NW 2nd Street
Deerfield Beach, FL 33441

ATTACHMENT VII

[Enter agency Logos]
[Enter Name of Organization]
Health & Wellness Program (OA3D)
[Enter PSA Number]
Sign-in-Sheet

Date: _____ **Start Time:** _____ **End Time:** _____

Location Name (ie. Senior Center): _____

Address (include City, State, Zip Code): _____

Phone #: _____ **Funded by:** _____

Topic: _____ **# of Seniors:** _____

Name & Title of Presenter: _____

#	Printed Name	Signature
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

[Name of organization]

[Enter address]

[enter city, state, zip code]

[enter phone number and fax number]

[enter web address]

ATTACHMENT VIII**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST**

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	County Broward	AAA/Contractor
227 NW 2nd Street	Completed By	
Deerfield Beach, FL 33441	Date	Phone 954-480-4449

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
---------	---------	---------	------------	---------	----------	--	--

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
---------	---------	---------	------------	---------	----------	------------	--

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with the Council? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

7. Compare the staff composition to the population. Is the staff representative of the population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the

Population? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

10. Are all benefits, services, and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

11. For in-patient services, are room assignments made without regard to race, color, national origin, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA YES NO
☐ ☐ ☐

13. Are employees, applicants, and participants informed of their protection against discrimination?
 If yes, how? ☐ Verbal ☐ Written ☐ Poster If NA or NO, explain. NA YES NO
☐ ☐ ☐

14. Give the number and current status of any discrimination complaints regarding services or
 employment filed against the program/facility. NA NUMBER
☐ _____

15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?
 If NA or NO, explain. NA YES NO
☐ ☐ ☐

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to
 make any necessary modifications? If NO, explain. YES NO
☐ ☐

17. Is there an established grievance procedure that incorporates due process in the resolution
 of complaints? If NO, explain. YES NO
☐ ☐

18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO
☐ ☐

19. Do recruitment and notification materials advise applicants, employees, and participants of
 nondiscrimination on the basis of disability? If NO, explain. YES NO
☐ ☐

20. Are auxiliary aids available to assure the accessibility of services to hearing and sight
 impaired individuals? If NO, explain. YES NO
☐ ☐

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

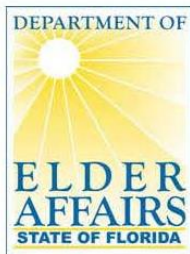
21. Do you have a written affirmative action plan? If NO, explain. YES NO
☐ ☐

DOEA USE		
Reviewed By		In Compliance: YES NO*
Program Office		*Notice of Corrective Action Sent ____/____/____
Date	Telephone	Response Due ____/____/____
On-Site	Desk Review	Response Received ____/____/____

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex, and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered, or currently served by the program or facility, and list their percent by race, sex, and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOE A recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the State of Florida, Department of Elder Affairs, or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information, and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.



BACKGROUND SCREENING

Affidavit of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term “employer” means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Serving Health Insurance Needs of Elders Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is “a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client’s living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers.” § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____
Street Address *City* *State* *ZIP code*

I, _____ do hereby affirm under penalty of perjury
Name of Representative

that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

 Signature of Representative

 Date

STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____
 _____ (Name of Representative) who is personally known
 to me or produced _____ as proof of identification.

 Print, Type, or Stamp Commissioned Name of Notary Public

 Notary Public

MASTER CONTRACT

THIS MASTER CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council,” and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging** hereinafter referred to as the “Contractor”, who are collectively referred to as the “Parties.” The term Contractor for this purpose may designate a vendor, subgrantee or subrecipient, the status to be further identified in ATTACHMENT I, Exhibit-1 as necessary.

1. Purpose of Contract

The purpose of this Master Contract is to set the general terms and conditions applicable to the contracts or agreements between the Contractor and the Council for the provision of the services specified in each one of those contracts or agreements incorporating this Master Contract by reference with all its attachments and exhibits, which shall constitute in each case the entire contract document.

1.1 State of Florida, Department of Elder Affairs’ Mission Statement

To foster an environment that promotes well-being for Florida’s elders and enables them to remain in their homes and communities. The State of Florida, Department of Elder Affairs’ vision is of all Floridians aging with dignity, purpose, and independence. Area agencies, lead agencies and local service providers, as partners and stakeholders in Florida’s aging services network, are expected to support the State of Florida, Department of Elder Affairs’ mission, vision, and program priorities.

1.2 Areawide Council on Aging of Broward County, Inc.’s Mission Statement

To plan, coordinate, monitor, evaluate and fund various groups, agencies, organizations and projects relating to the elderly in Broward County, Florida; to plan, plan for, promote, provide for and provide services and activities for elderly people in Broward County, Florida; to encourage participation and involvement of volunteers, professionals, and all other persons interested in the welfare and well-being of the elderly in Broward County, Florida.

2. Incorporation of Documents within the Contract

All contracts or agreements including attachments, proposal(s), solicitation(s), service provider application(s), grant agreements, relevant to the State of Florida, Department of Elder Affairs’ handbooks, manuals or desk books executed between the Contractor and the Council shall incorporate this Master Contract by reference and be subject to the conditions set forth in this Master Contract for the duration of the contract period(s). Any and all contracts or agreements executed between the Contractor and the Council during the effective period of this Master Contract will incorporate this Master Contract by reference and shall be governed in accordance with the applicable laws, statutes, and other conditions set forth in this Master Contract.

3. Term of Contract

This Master Contract shall begin on January 1, 2020, or on the date on which the Contract has been signed by the last party required to sign it, whichever is later. It will end at midnight, Eastern Standard Time on December 31, 2022.

4. Compliance with Federal Law

4.1 If any contract or agreement incorporating this Master Contract by reference contains federal funds this section shall apply:

4.1.1 The Contractor shall comply with the provisions of 45 Code of Federal Regulations (CFR) Part 75 and/or 45 CFR Part 92, 2 CFR Part 200 and other applicable regulations.

4.1.2 If the contract or agreement incorporating this Master Contract by reference contains federal funds and is over \$100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code U.S.C. 7401 et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to the Council.

4.1.3 The Contractor, or agent acting for the Contractor, may not use any federal funds received in connection with any contract or agreement incorporating this Master Contract by reference to influence legislation or appropriations pending before the Congress or any State Legislature. The Contractor must, prior to contract execution, complete the Certification Regarding Lobbying included in ATTACHMENT II, Certifications and Assurances.

4.1.4 In accordance with Appendix II to 2 CFR Part 200, the Contractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR Part 60 and 45 CFR Part 92, if applicable.

4.1.5 A contract or agreement award with an amount expected to equal or exceed \$25,000.00 and certain other contract or agreement awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to any contract or agreement incorporating this Master Contract by reference. The Contractor shall complete and sign the Debarment and Suspension Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

4.2 The Contractor shall not employ an unauthorized alien. The Council will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation will be cause for unilateral cancellation of this Master Contract and any contract or agreement incorporating this Master Contract by reference by the Council.

4.3 If the Contractor is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the Pension Protection Act of 2006 or for any other reason, the Contractor must notify the Council in writing within thirty (30) days of receiving the IRS notice of revocation.

- 4.4 The Contractor shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.
- 4.5 Unless exempt under 2 CFR Part 170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.
- 4.6 To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, Contractor agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract or agreement term. The Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment eligibility of all new employees hired by the subcontractor during any contract or agreement term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. The Contractor shall complete and sign the Verification of Employment Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

5. Compliance with State Law

- 5.1 This Master Contract and any contract or agreement incorporating this Master Contract by reference is executed and entered into with the Council, with the pass through funding from the State of Florida, Department of Elder Affairs, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.
- 5.2 The Contractor shall comply with requirements of Section 287.058, F.S. as amended.
 - 5.2.1 The Contractor shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this Master Contract and any contract or agreement incorporating this Master Contract by reference, which the Council's Contract Manager must receive and accept in writing prior to payment. Expenditures pursuant to any contract or agreement incorporating this Master Contract by reference, must be in compliance with Section 215.97, F.S. and Section 215.971, F.S. and laws, rules, and regulations, including, but not limited to, the Reference Guide for State Expenditures.
 - 5.2.2 The Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
 - 5.2.3 If itemized payment for travel expenses is permitted in any contract or agreement incorporating this Master Contract by reference, the Contractor shall submit bills for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this Master Contract and any contract or agreement incorporating this Master Contract by reference. The current state rate for reimbursement of travel in a privately owned vehicle is \$0.445 per mile.
 - 5.2.4 The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in Subsection 119.011(12), F.S., made or received by the Contractor in conjunction with any contract or agreement incorporating this Master Contract by reference, except for those records which are made confidential or exempt by law. The Contractor's refusal to comply with this provision will constitute an immediate breach of contract or agreement for which the Council may unilaterally terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference.

- 5.3 If clients are to be transported under any contract or agreement incorporating this Master Contract by reference, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, F. A. C.
- 5.4 Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.
- 5.5 The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.
- 5.6 The Council may, at its option, terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference, if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List, or if the Contractor has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel. The Contractor shall complete and sign the Scrutinized Companies Lists Certification, included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.
6. **Cooperation with the Inspector General**
Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S. The Contractor further agrees that it shall include, in related subcontracts, a requirement that subcontractors performing work or providing services pursuant to any contract or agreement that incorporates this Master Contract by reference, agree to cooperate with the Inspector general in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S.
7. **Background Screening**
The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.
- 7.1 To demonstrate compliance with this provision, Contractor shall submit annually, no later than January 5th, the completed ATTACHMENT VII, Background Screening Affidavit of Compliance.
- 7.2 Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doca/backgroundscreening.php>.

Any report that implies criminal intent on the part of the Contractor or any subcontractors and referred to a governmental or investigatory agency, must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material

concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

8. Grievance and Complaint Procedures

8.1 Grievance Procedures

The Contractor shall comply with and ensure compliance with the Minimum Guideline for Recipient Grievance Procedures, Appendix D, Department of Elder Affairs Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

8.2 Complaint Procedures

The Contractor shall develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and the determination of the complaint.

9. Public Records and Retention

By execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference, Contractor agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

- 9.1** Keep and maintain public records required by the Council to perform the contracted services.
- 9.2** Upon request from the Council's custodian of public records, provide the Council a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- 9.3** Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Council.
- 9.4** Upon completion of the contract or agreement incorporating this Master Contract by reference, the Contractor will either transfer, at no cost to the Council, all public records in possession of the Contractor, or will keep and maintain public records required by the Council. If the Contractor transfers all public records to the Council upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Council in a format that is compatible with the information technology systems of the Council.
- 9.5** The Council may unilaterally cancel any contract or agreement incorporating this Master Contract by reference, notwithstanding any other provisions of this Master Contract, for refusal by the Contractor to comply with Section 8 of this Master Contract by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction

with this Master Contract or any contract or agreement incorporating this Master Contract by reference, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MASTER CONTRACT OR ANY CONTRACT THAT INCORPORATES THIS MASTER CONTRACT BY REFERENCE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351**

(954) 745-9567

10. Audits, Inspections, Investigations

- 10.1** The Contractor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Council under this Master Contract and any contract or agreement incorporating this Master Contract by reference. Contractor shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under any contract or agreement which incorporates this Master Contract by reference. Whenever appropriate, financial information should be related to performance and unit cost data.
- 10.2** The Contractor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to any contract or agreement which incorporates this Master Contract by reference for a period of six (6) years after completion of the contract or agreement incorporating this Master Contract by reference or longer when required by law. In the event an audit is required for any contract or agreement incorporating this Master Contract by reference, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any contract or agreement incorporating this Master Contract by reference, at no additional cost to the Council.
- 10.3** Upon demand, at no additional cost to the Council, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.
- 10.4** The Contractor shall assure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Council.
- 10.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Council and federal auditors, pursuant to 45 CFR Part 75, will be allowed full access to and the right to examine any of the Contractor's contracts or agreements, related records and documents pertinent to any contract or agreement, regardless of the form in which it is kept.
- 10.6** The Contractor shall provide a financial and compliance audit to the Council as specified in ATTACHMENT I of this Master Contract and ensure that all related third-party transactions are disclosed to the auditor.

11. Nondiscrimination-Civil Rights Compliance

- 11.1** The Contractor shall execute assurances in ATTACHMENT III, Assurances-Non-Construction Programs, that it will not discriminate against any person in the provision of services or benefits under any contract or agreement incorporating this Master Contract by reference or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, sub grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex. The Contractor shall complete and sign ATTACHMENT III, Assurances-Non-Construction Programs, prior to the execution of this Master Contract.
- 11.2** During the term of this Master Contract and any contract or agreement incorporating this Master Contract by reference, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, ATTACHMENT IV.
- 11.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through any contract or agreement incorporating this Master Contract by reference. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 11.4** If any contract or agreement incorporating this Master Contract by reference, contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.
- 12. Monitoring by the Council**
The Contractor shall allow persons duly authorized by the Council to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor which are relevant to this Master Contract and any contract or agreement which incorporates this Master Contract by reference, and to interview any clients, employees and subcontractor employees of the Contractor to assure the Council of the satisfactory performance of the terms and conditions of any contract or agreement which incorporates this Master Contract by reference. Following such review, the Council will provide a written report of its findings to the Contractor, and where appropriate, the Contractor shall develop a corrective action plan. The Contractor hereby agrees to correct all deficiencies identified in the corrective action plan in a timely manner as determined by the Council.
- 13. Provision of Services**
The Contractor shall provide services in the manner to be described in subsequent contracts or agreements incorporating this Master Contract by reference.

14. Coordinated Monitoring with Other Agencies

If the Contractor receives funding from one or more State of Florida's human service agencies, in addition to the State of Florida, Department of Elder Affairs through the Council, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of any contract or agreement incorporating this Master Contract by reference, and pursuant to Section 287.0575, F.S. as amended, State of Florida's human service agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, the Department of Veterans Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Contractor will comply and cooperate with all monitors, inspectors, or investigators.

15. New Contract(s) Reporting

The Contractor shall notify the Council within ten (10) days of entering into a new contract or agreement with any of the five (5) state human service agencies. The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) contract or agreement start and end dates; (4) contract or agreement amount; (5) contract or agreement description and commodity or service; and (6) Contract Manager name and number. In complying with this provision, and pursuant to Section 287.0575, F.S. as amended, the Contractor shall complete and provide the information in ATTACHMENT VI, Provider's State Contracts List.

16. Indemnification

The Contractor shall indemnify, save, defend, and hold harmless the Council and its agents and employees and the State of Florida and its agents and employees and the State of Florida, Department of Elder Affairs and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference or performance of the services provided for herein. It is understood and agreed that the Contractor is not required to indemnify the Council for claims, demands, actions or causes of action arising solely out of the Council's negligence. Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 14 is not applicable to contracts or agreements executed between the Contractor, the Council and state agencies or subdivisions defined in Section 768.28(2), F.S.

17. Insurance and Bonding

- 17.1** The Contractor shall provide continuous adequate liability insurance coverage during the existence of any contract or agreement incorporating this Master Contract by reference and any renewal(s) and extension(s) of it. By execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference, unless it is a state agency or subdivision as defined by Subsection 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under any contract or agreement incorporating this Master Contract by reference. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under any contract or agreement incorporating this Master Contract by reference. The Contractor shall ensure that the Council has the most current written verification of insurance coverage throughout the term of any contract or agreement incorporating this Master Contract by reference. Such coverage may be provided by a self-insurance program established and operating under the laws of the State

of Florida. The Council reserves the right to require additional insurance as specified in any contract or agreement incorporating this Master Contract by reference.

- 17.2** Throughout the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Contractor authorized to handle funds received or disbursed under all contracts or agreements incorporating this Master Contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

18. Health Insurance Portability and Accountability Act

The Contractor shall not use or disclose any information concerning a recipient of services under any contract or agreement incorporating this Master Contract by reference, for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law. Where applicable, the Contractor shall comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.), as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

The Council, as a covered entity, and the Contractor, as a business associate, shall comply with the provisions of 45 CFR Part 164 by entering into a Business Associate Agreement, ATTACHMENT IX, to ensure that the business associate will appropriately safeguard Protected Health Information (PHI).

19. Incident Reporting

- 19.1** The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates this Master Contract by reference. Such notice shall be made orally to the Council's Contract Manager (by telephone) with an email to immediately follow.
- 19.2** The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Contractor and its employees.

20. Bankruptcy Notification

During the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall immediately notify the Council if the Contractor, its assignees, Subcontractors or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to the Council: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and, (4) the name address, and telephone number of the bankruptcy attorney.

21. Sponsorship and Publicity

- 21.1** As required by Section 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through

any contract or agreement incorporating this Master Contract by reference, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name), Areawide Council on Aging of Broward County, Inc., and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Areawide Council on Aging of Broward County, Inc. and State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization.

- 21.2** The Contractor shall not use the words "Areawide Council on Aging of Broward County, Inc. and the State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Council prior to use.

22. Assignments

- 22.1** The Contractor shall not assign the rights and responsibilities under any contract or agreement incorporating this Master Contract by reference without the prior written approval of the Council, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Council will constitute a material breach of the contract or agreement.
- 22.2** The Council is at all times entitled to assign or transfer, in whole or part, its rights, duties, or obligations under any contract or agreement to another contractor in Broward County, upon giving prior written notice to the Contractor. In the event the Council approves transfer of the Council's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the contract or agreement. Notwithstanding the foregoing, should the Council assign the duties, rights, or obligations hereunder to a provider, individual, or entity who has been excluded, debarred, suspended, or otherwise deemed ineligible to participate in a Federal Health Care Program, including but not limited to Medicare or Medicaid, Contractor shall be entitled to immediately terminate this Agreement with no further obligations and with no liability, cost, penalty, or imposition of any damages.
- 22.3** This Master Contract and any contract or agreement incorporating this Master Contract by reference shall remain binding upon the successors in interest of either the Contractor or the Council.

23. Subcontracts

The Contractor is responsible for all work performed and for all commodities produced pursuant to any contract or agreement incorporating this Master Contract by reference, whether actually furnished by the Contractor or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Council deems necessary. The Contractor further agrees that the Council will not be liable to the subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Council against any such claims as permitted by law.

- 23.1** The Contractor shall promptly pay any subcontractor upon receipt of payment from the Council. Failure to make payments to any subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in any contract or agreement incorporating this Master Contract by reference between the Contractor and subcontractor, will result in a penalty as provided by statute.

24. Funding Obligations

- 24.1** The Council acknowledges its obligation to pay the Contractor for the performance of the Contractor's duties and responsibilities set forth in any contract or agreement incorporating this Master Contract by reference.
- 24.2** The Council shall not be liable to the Contractor for costs incurred or performance rendered unless such costs and performances are in accordance with the terms and conditions of any contract or agreement executed between the Parties, which incorporates this Master Contract by reference, including but not limited to terms, governing the Contractor's promised performance and unit rates and/or reimbursement capitations specified.
- 24.3** The Council shall not be liable to the Contractor for any expenditures which are not allowable costs as defined in 45 CFR, Parts 74 and 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules.
- 24.4** The Council shall not be liable to the Contractor for expenditures made in violation of regulations promulgated under the Older Americans Act, as amended, or in violation of applicable state and federal laws, rules, or provisions of any contract or agreement incorporating this Master Contract by reference.

25. Independent Capacity of Contractor

It is the intent and understanding of the Parties that the Contractor, or any of its subcontractors, are independent contractors and are not employees of the Council or the State of Florida, Department of Elder Affairs and shall not hold themselves out as employees or agents of the Council or the State of Florida, Department of Elder Affairs without specific authorization from the Council. It is the further intent and understanding of the Parties that the Council does not control the employment practices of the Contractor and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Contractor. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Contractor will be the sole responsibility of the Contractor.

26. Payment

- 26.1** Payments shall be made to the Contractor pursuant to Section 215.422, F.S., as services are rendered and invoiced by the Contractor. The Council's Finance Director will have final approval of the invoice for payment, and will approve the invoice for payment only if the Contractor has met all terms and conditions of any contract or agreement incorporating this Master Contract by reference, unless the bid specifications, purchase order, or the contract or agreement specify otherwise. The approved invoice will be submitted to the Council's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of Section 215.422, F.S.
- 26.2** The Contractor agrees to submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre audit and post audit thereof. The Contractor shall comply with the particular requirements under the following laws and guidelines that are applicable to the contracts or agreements incorporating this Master Contract by reference: (a) paragraph (16) (b) of Section 216.181, F.S., regarding advances; (b) paragraph 69I-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and, (c) the Invoice Requirements of the Reference Guide for State

Expenditures from the Department of Financial Services at: (https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf). The Contractor certifies that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables contracts or agreements incorporating this Master Contract by reference, including paid subcontractor invoices, and will be produced upon request by the Council. The Contractor further certifies that reimbursement requested is only for allowable expenses as defined in the laws and guiding circulars cited in Sections four (4) and five (5) of this Master Contract, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the Contractor's approved service provider application as developed in accordance with and pursuant to Section 306(a) of the Older Americans Act of 1965, as amended.

- 26.3** The Contractor shall provide units of deliverables, including reports, findings, and drafts as specified in the contracts or agreements and attachments which incorporate this Master Contract by reference, and the service provider application developed by the Contractor (pursuant to Section 306(a) of the Older Americans Act), to be received and accepted by the Contract Manager prior to payment.

27. Return of Funds

The Contractor shall return to the Council any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of any contract or agreement incorporating this Master Contract by reference that were disbursed to the Contractor by the Council. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the Council. In the event that the Council first discovers an overpayment has been made, the Finance Director, on behalf of the Council, will notify the Contractor in writing of such findings. Should repayment not be made forthwith, the Contractor shall be charged at the lawful rate of interest on the outstanding balance pursuant to Section 55.03, F.S., after Council notification or Contractor discovery.

28. Data Integrity and Safeguarding Information

The Contractor shall insure an appropriate level of data security for the information the Contractor is collecting or using in the performance of any contract or agreement incorporating this Master Contract by reference. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software must be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Contractor shall maintain written procedures for computer system backup and recovery. The Contractor shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

29. Computer Use and Social Media Policy

The State of Florida, Department of Elder Affairs has implemented a Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, other-personal-services and volunteers, including all personnel affiliated with third

parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the State of Florida, Department of Elder Affairs' computer resource systems must comply with the State of Florida, Department of Elder Affairs' Social Media Policy, ATTACHMENT V, regarding social media. Social Media includes, but is not limited to blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube.

30. Conflict of Interest

The Contractor shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Contractor or subcontractor shall participate in selection, or in the award of a contract or agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Contractor's Board of Directors and management must disclose to the Council any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of any contract or agreement incorporating this Master Contract by reference. The Contractor's employees must make the same disclosures described above to the Contractor's Board of Directors. Compliance with this provision will be monitored.

31. Public Entity Crime

Pursuant to Section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract or agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

32. Purchasing

- 32.1** The Contractor may purchase articles which are the subject of or are required to carry out any contract or agreement from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in Subsections 946.515(2) and (4), F.S. For purposes of this Master Contract, the Contractor will be deemed to be substituted for the Council insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

32.2 The Contractor may procure any recycled products or materials, which are the subject of or are required to carry any contract or agreement incorporating this Master Contract by reference, in accordance with the provisions of Section 403.7065, F.S.

32.3 The Contractor may purchase articles that are the subject of, or required to carry out, any contract or agreement from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S. For purposes of any contract or agreement incorporating this Master Contract by reference, the Contractor shall be deemed to be substituted for the Council insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>. This clause is not applicable to subcontractors unless otherwise required by law.

33. Patents, Copyrights, Royalties

If any contract or agreement incorporating this Master Contract by reference is awarded state funding and if any discovery, invention or copyrightable material is developed, produced or for which ownership was purchased in the course of or as a result of work or services performed under any contract or agreement incorporating this Master Contract by reference, the Contractor shall refer the discovery, invention or material to the Council to be referred to the State of Florida, Department of Elder Affairs and/or the Department of State. Any and all patent rights or copyrights accruing under any contract or agreement incorporating this Master Contract by reference are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to Section 287.0571 (5) (k), the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in any contract or agreement incorporating this Master Contract by reference.

33.1 If the primary purpose of any contract or agreement incorporating this Master Contract by reference is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to Paragraph 33.

33.2 If any contract or agreement incorporating this Master Contract by reference is awarded solely federal funding, the terms and conditions are governed by 2 CFR §200.315 or 45 CFR §75.322, as applicable.

33.3 Notwithstanding the foregoing provisions, if the Contractor or one of its subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but the State of Florida, Department of Elder Affairs shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Contractors, subcontractors or assignees of any resulting patented, copyrighted or trademarked work products.

34. Emergency Preparedness and Continuity of Operations

34.1 If the tasks to be performed pursuant to any contract or agreement incorporating this Master Contract by reference include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Contractor shall, within thirty (30) calendar days of the execution of any contract or agreement, submit to the Council verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Council of emergency provisions.

- 34.2** In the event a situation results in a cession of services by a subcontractor, the Contractor shall retain responsibility for performance under any contract or agreement incorporating this Master Contract by reference and must follow procedures to ensure continuity of operations without interruption.

35. Equipment

- 35.1** Equipment means: (a) an article of nonexpendable, tangible personal property, including information technology systems, having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$5,000.00 [for federal funds - 2 CFR §200.33 and 45 CFR §75.2, as applicable], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of \$1,000.00 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].
- 35.2** Contractors and subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of equipment, any loss damage, or theft must be investigated [45 CFR §75.320(d)(3)]; (d) maintenance procedures to keep the equipment in good condition; and (e) if the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return. The property records must be maintained on file and shall be provided to the Council upon request. The Contractor shall promptly investigate, fully document and fully document and notify the Council's Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the Council's Contract Manager.
- 35.3** The Contractor's property management standards for equipment (including replacement equipment), whether acquired in whole or in part with federal funds and federally-owned equipment shall, as a minimum, meet the following requirements and to include accurately maintained equipment records with the following information:
- (1) Property records must be maintained that include a description of the equipment;
 - (2) Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
 - (3) Source of funding for the equipment, including the federal award identification number;
 - (4) Whether title vests in the Contractor or the federal government;
 - (5) Acquisition date (or date received, if the equipment was furnished by the federal government) and cost;
 - (6) Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
 - (7) Location, use and condition of the equipment and the date the information was reported;
 - (8) Unit acquisition cost; and
 - (9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.

- 35.4** Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$1,000.00 is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Contractor [for federal funds see 2 CFR §200.313(a) and 45 CFR §75.320(a), as applicable], subject to the conditions of 2 CFR Part 200 and/or 45 CFR Part 75. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this Master Contract or any contract or agreement incorporating this Master Contract by reference, or identified in the sub agreements with subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F. S. and 60A-1.017, F. A. C. and 2 CFR Part 200 and/or 45 CFR Part 75.
- 35.5** The Contractor shall not dispose of any equipment or materials provided by the Council or the State of Florida, Department of Elder Affairs, or purchased with funds provided through any contract or agreement incorporating this Master Contract by reference without first obtaining the approval of the Council. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the Council. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).
- 35.6** The Council will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR §200.313 or 45 CFR §75.320, as applicable.
- 35.7** Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through contracts or agreements covered under any contract or agreement incorporating this Master Contract by reference without the prior approval of the Council. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b United States Code. Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of Section 216.348, F. S.
- 35.8** Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 35.9** Contractor must adhere to the State of Florida, Department of Elder Affairs' procedures and standards when purchasing Information Technology Resources (ITR) as part of any contract or agreement incorporating this Master Contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. Contractor shall secure written approval through the Council's Contract Manager prior to the purchase of any ITR. Contractor shall not be reimbursed for any purchase made prior to the written approval. The completed ITR worksheet shall be maintained in the Contractor's LAN administrator's file and must be provided to the Council upon request. The Contractor has the responsibility to require any subcontractors to comply with the State of Florida, Department of Elder Affairs' ITR procedures.

36. PUR 1000 Form

The PUR 1000 Form is hereby incorporated by reference and available at: http://www.myflorida.com/apps/vbs/adoc/F7740_PUR1000.pdf.

In the event of any conflict between the PUR 1000 Form and any terms or conditions of any contract or agreement the terms or conditions of any contract or agreement shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

37. Use of State Funds to Purchase or Improve Real Property

Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

38. Dispute Resolution

Any dispute concerning performance of any contract or agreement incorporating this Master Contract by reference that cannot be resolved by agreement of both Parties shall be decided by the Council's Executive Director, who shall reduce the decision to writing and serve a copy on the Contractor, provided, however, that a party is not precluded from filing any action in a state court of competent jurisdiction if the decision of the Council's Executive Director is unsatisfactory to such party.

39. Financial Consequences of Non-Performance

If the Contractor fails to meet the minimum level of service or performance identified in any contract or agreement incorporating this Master Contract by reference, or that is customary for the industry, then the Council must apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to contract or agreement suspension, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, and/or cancellation of any contract or agreement and reacquiring services from an alternate source.

- 39.1** The Contractor will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the Council and/or the State of Florida, Department of Elder Affairs.

40. No Waiver of Sovereign Immunity

Nothing contained in any contract or agreement incorporating this Master Contract by reference is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

41. Venue

If any dispute arises out of any contract or agreement incorporating this Master Contract by reference, the venue of such legal recourse will be Broward County, Florida.

42. Entire Contract

This Master Contract and any contract or agreement incorporating this Master Contract by reference, contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon the Council or the Contractor unless expressly

contained herein or by a written subsequent contract, agreement and/or amendment to this Master Contract signed by both Parties.

43. Force Majeure

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

44. Severability Clause

The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable the other provisions are severable to that void provision and shall remain in full force and effect.

45. Condition Precedent to Contract Appropriations

The Parties agree that the Council's performance and obligation to pay under any contract or agreement incorporating this Master Contract by reference is contingent upon an annual appropriation by the State Legislature. In the event such an appropriation is not made, the Contractor will not be entitled to file a claims bill.

46. Addition/Deletion

The Parties agree that the Council reserves the right to add or to delete any of the services required under any contract or agreement incorporating this Master Contract by reference when deemed to be in Broward County's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

47. Waiver

The delay or failure by the Council to exercise or enforce any of its rights under any contract or agreement incorporating this Master Contract by reference will not constitute or be deemed a waiver of the Council's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

48. Compliance

The Contractor shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current State statutes, laws, rules and regulations. The Parties agree that failure of the Contractor to abide by these laws shall be deemed an event of default of the Contractor, and subject any contract or agreement incorporating this Master Contract by reference, to immediate, unilateral cancellation of the contract or agreement at the discretion of the Council.

49. Final Invoice

The Contractor shall submit the final invoice for payment to the Council as specified in any contract or agreement incorporating this Master Contract by reference. If the Contractor fails to submit final request for payment as specified in any contract or agreement, then all rights to payment may be forfeited and the Council may not honor any requests submitted. Any payment due under the terms of any contract or agreement incorporating this Master Contract by reference may be withheld until all required documentation and reports due from the Contractor and necessary adjustments thereto have been approved by the Council.

50. Renegotiations or Modifications

Modifications of the provisions of any contract, agreement, and this Master Contract shall be valid only when they have been reduced to writing and duly signed by both Parties. The rate of payment and the total dollar amount may be adjusted retroactively for any contract or agreement incorporating this Master Contract by reference to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Council's operating budget.

51. Suspension of Work

The Council may in its sole discretion suspend any or all activities under this Master Contract and any contract or agreement incorporating this Master Contract by reference, at any time, when in the best interests of the Council to do so. The Council shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the Council shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

52. Termination**52.1 Termination for Convenience**

Either party, by written notice to the other party, may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference in whole or in part when the party determines in its sole discretion that it is in the party's interest to do so and reasonable notice, no less than thirty (30) calendar days is provided, unless a sooner time is mutually agreed upon in writing. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. Neither party shall be entitled to recover any cancellation charges or lost profits.

52.2 Termination for Cause

The Council may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference if the Contractor fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of this Master Contract and any contract or agreement incorporating this Master Contract by reference, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated.

Further, this Agreement may be terminated by Contractor for cause. For purposes of this Agreement, "cause" shall mean any material breach of this Master Contract, and failure to cure such breach within thirty (30) days following written notice of such breach.

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform any contract or agreement incorporating this Master Contract by reference arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the

subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtained from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Council. The rights and remedies of the Parties in this clause are in addition to any other rights and remedies provided by law or under this Master Contract.

- 52.3** All electronically stored records shall be provided to the Council in a format that is compatible with the Council's and the State of Florida, Department of Elder Affairs' information technology systems.

53. Electronic Records and Signature

The Council authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Master Contract and any contract or agreement which incorporates this Master Contract by reference. A Contractor that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the *Uniform Electronic Transaction Act*, Section 668.50, F.S. All electronic records must be fully auditable; are subject to *Florida's Public Records Law*, chapter. 119, F.S.; must comply with Section 28, *Data Integrity and Safeguarding Information*; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by any contract or agreement incorporating this Master Contract by reference.

- 53.1** The Council's authorization pursuant to this section does not authorize electronic transactions between the Contractor and the Council. The Contractor is authorized to conduct electronic transactions with the Council only upon further written consent by the Council.

- 53.2** Upon request by the Council, the Contractor shall provide the Council with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Council of any document that was originally in electronic form with an electronic signature must indicate the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

54. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

55. Enforcement

The Council may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor's designation as a Contractor, if the Council finds that:

- (1) An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating this Master

Contract by reference, or substantially and negatively affected the operation of services covered under any contract or agreement;

- (2) The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
- (3) The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;
- (4) The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
- (5) The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this Master Contract and any contract or agreement incorporating this Master Contract by reference;
- (6) The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; and/or
- (7) The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.

55.1 In the alternative, the Council may, at its sole discretion, take immediate measures against the Contractor, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Contractor on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S.

55.2 In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating this Master Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.

55.3 Use of Service Dollars/Wait List Management

The Contractor is expected to spend all federal, state, and other funds provided by the Council, for the purpose specified in each contract or agreement incorporating this Master Contract by reference. The Contractor must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period, for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to another Contractor during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

55.4 The Contractor agrees to distribute funds as detailed in the service provider application and the Budget Summary, included in each contract or agreement incorporating this Master Contract by reference. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require a contract amendment.

55.5 Surplus/Deficit Report

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council's Contract Manager by the 5th of each month. This report is for all contracts or agreements incorporating this Master Contract by reference between the Contractor and the Council. The report will include the following:

- (1) A list of all services and their current status regarding surplus or deficit;

- (2) The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;
- (3) Recommendations to transfer funds to resolve surplus/deficit spending;
- (4) Input from the Contractor's Board of Directors on resolution of spending issues, if applicable;
- (5) Number of clients currently on Assessed Prioritized Consumer List (APCL), that receive a priority ranking score of 4 or 5; and
- (6) Number of clients currently on the APCL designated as Imminent Risk.

56. Official Payee and Representatives (Names, Address, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Master Contract, and mailing address of the official payee to whom the payment will be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under Master Contract is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Contract Manager for the Council for this Master Contract is:	Marie Laurent Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice will be provided in writing to the other party and the notification attached to the originals of this Master Contract.		

57. Selection of A Project Director

- 57.1** In the event the representative of the Contractor, responsible for administration of the Program (Project Director), resigns, is terminated, or for other reasons, no longer is responsible for the Contract, the Contractor will submit, at a minimum, the names and credentials of three finalists being considered for the Project Director's vacancy. The Council will review and either approve or disapprove the candidates' credentials within ten (10) working days of such notification. Final

selection of the Project Director will be made by the administering agency of the Contractor from the approved listing.

57.2 The qualifications of the person, selected to be a new Project Director, must receive approval by the Council prior to appointment. The following steps constitute the required process:

- (1) The Contractor will notify the Council of its recruitment methods. This notification must permit reasonable opportunity for the Council to comment and offer technical assistance on the recruitment plan. The plan must contain:
 - a. appropriate and reasonable effort to recruit applicants on a non-discriminatory basis.
 - b. information on where, when, how, and how long the vacancy will be advertised.
 - c. the methodology for accepting applications.
 - d. the methodology for screening applications/applicants.
 - e. the criteria which will be applied to determine three-to-five persons qualified for the position.
 - f. the education, training, and or experience deemed essential for the position as determined by the Contractor.
- (2) The Contractor will provide the Council with the application or resume' of persons deemed best qualified.
- (3) Council will, within ten (10) working days, review the application/resume of the candidates and offer comments on their qualifications.
- (4) After review and comment by Council, the Contractor is authorized to hire any of the individuals which have been deemed by the Council to meet the qualifications for the Project Director's position.

57.3 If Council determines that none of the proposed candidates meet the qualifications for Project Director, the Contractor must repeat the recruitment cycle.

57.4 The Contractor will repeat the recruitment cycle if the qualifications are judged by the Council to be insufficient.

57.5 At any time there is a vacancy for a Project Director, the Contractor must immediately appoint an "Acting" Project Director, and notify the Council upon appointment. No person may serve as an "Acting" Director for more than 120 calendar days without prior written approval of the Council.

58. All Terms and Conditions Included

This Master Contract and its attachments, I - VIII and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Master Contract will supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Master Contract, the Parties agree that they have read and agreed to the entire contract.

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IN WITNESS THEREOF, the Parties hereto have caused this 54- page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

City of Deerfield Beach, Florida /
Northeast Focal Point Senior Center dba
Department of Active Aging

Areawide Council on Aging of
Broward County, Inc.

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE



SIGNED BY



SIGNED BY

BILL GANZ

NAME

PAULINE GRANT

NAME

MAYOR

TITLE

PRESIDENT

TITLE

12/3/19

DATE

12/18/19

DATE

FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30

ATTACHMENT I**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council and the State of Florida, Department of Elder Affairs, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Council and/or the State of Florida, Department of Elder Affairs staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Master Contract, and any contract or agreement incorporating this Master Contract by reference, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Council to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council, the State of Florida Chief Financial Officer (CFO) or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Funding Summary indicates federal resources awarded through the Council. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Contractor expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of thirty (30) days after receipt of the audit report or nine (9) months after the end of the Contractor's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Funding Summary indicates state financial assistance awarded through the Council. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I- 5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than nine (9) months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of any contract incorporating this Master Contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR §200.512

by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Additionally, copies of financial reporting packages required by this Master Contract's Financial Compliance Audit Attachment, Part II shall be submitted by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351

The Auditor General's Office at the following address:

State of Florida Auditor General Claude Pepper Building, Room 574
111 West Madison Street, Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this Master Contract and any contract incorporating this Master Contract by reference shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Master Contract and any contract incorporating this Master Contract by reference for a period of six (6) years from the date the audit report is issued, and shall allow the Council and/or the State of Florida, Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO) or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Council and/or the State of Florida, Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO), or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

END OF ATTACHMENT

ATTACHMENT I EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Contractor has been determined to be:

☐ Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.

☒ Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.

☐ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub- recipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes* 2 CFR §200.201 – Administrative Requirements**

2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

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

Sections 215.97 & 215.971, F.S.

Chapter 69I-5, F.A.C.

State Projects Compliance Supplement Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

END OF EXHIBIT

ATTACHMENT II**CERTIFICATIONS AND ASSURANCES**

Council will not award this Master Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of any contract or agreement incorporating this Master Contract by reference, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. Certification Regarding Public Entity Crimes, Section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements**
- H. Verification of Employment Status Certification**
- I. Records and Documentation**
- J. Certification Regarding Inspection of Public Records**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Master Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Master Contract and any contract incorporating this Master Contract by reference was made or entered into. Submission of this certification is a prerequisite for making or entering into this Master Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially

assisted program or activity. Contractor understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in Section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not participating in a boycott of Israel.

If any contract or agreement incorporating this Master Contract by reference is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Master Contract and any contract or agreement incorporating this Master Contract by reference and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify any of the statements in this certification, Contractor shall attach an explanation to this Master Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR GREETMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Contractor and any subcontractors of services under this Master Contract or any contracts or agreements incorporating this Master Contract by reference have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of

outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

2. Management Information Systems used by the Contractor, subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.

3. If any contract or agreement incorporating this Master Contract by reference includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

5. The Contractor and any subcontractors of services under any contract or agreement incorporating this Master Contract by reference warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Master Contract or any contract or agreement incorporating this Master Contract by reference, and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to any contract or agreement incorporating this Master Contract by reference utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire contract term. The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract and any contract or agreement incorporating this Master Contract by reference imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or any party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 8.1 and 8.2 of this Master Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council and any attorneys' fees assessed or awarded

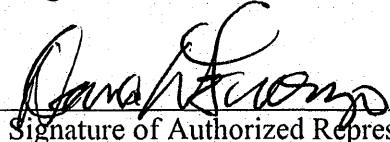
against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Master Contract or any contract or agreement incorporating this Master Contract by reference, or services performed thereunder. a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.

2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (State of Florida, Department of Elder Affairs) are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization **does** **does not** X provide for institutional memberships, as referenced in Section J.2. of this Attachment.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available for inspection as stated above.

By execution of this agreement, Contractor must include these provisions (A-J) by reference in all related subcontract agreements (if applicable) and Contractor certifies the representations outlined in parts A through J above, are true and correct.


Signature of Authorized Representative

12/3/19
Date

Director of Active Aging
Title

City of Deerfield Beach, Florida /
Northeast Focal Point Senior Center dba Department of Active Aging
Contractor

227 NW 2nd Street, Deerfield Beach, FL 33441
Address

ATTACHMENT III**ASSURANCES—NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), regarding labor standards for federally assisted construction sub agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

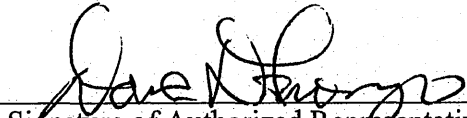
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

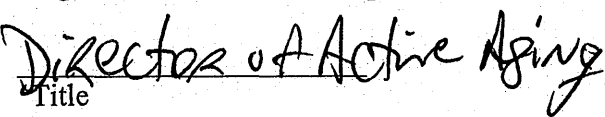
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.


Signature of Authorized Representative

12/3/19
Date


Title

City of Deerfield Beach, Florida /

Northeast Focal Point Senior Center dba Department of Active Aging

Contractor

227 NW 2nd Street, Deerfield Beach, FL 33441

Address

ATTACHMENT IV

**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST**

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	County: Broward	PSA10
227 NW 2nd Street	Completed By:	
Deerfield Beach, FL 33441	Date	Phone: 954-480-4449

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
---------	---------	---------	------------	---------	----------	--	--

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
---------	---------	---------	------------	---------	----------	------------	--

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
---------	---------	---------	------------	---------	----------	------------	-----------

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
---------	---------	---------	------------	---------	----------	------------	--

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with Council? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

7. Compare the staff composition to the population. Is staff representative of the population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain.

NA YES NO

☐ ☐ ☐

13. Are employees, applicants and participants informed of their protection against discrimination?

NA YES NO

☐ ☐ ☐If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain.

14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility.

NA NUMBER

☐ _____15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?
If NA or NO, explain.

NA YES NO

☐ ☐ ☐**PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES**

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain.

YES NO

☐ ☐

17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain.

YES NO

☐ ☐

18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain.

YES NO

☐ ☐

19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain.

YES NO

☐ ☐

20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain.

YES NO

☐ ☐**PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.**

21. Do you have a written affirmative action plan? If NO, explain.

YES NO

☐ ☐**DOEA USE ONLY**

Reviewed By		In Compliance: YES NO*
Program Office		*Notice of Corrective Action Sent ____/____/____
Date	Telephone	Response Due ____/____/____
On-Site	Desk Review	Response Received ____/____/____

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOE A recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the Florida State of Florida, Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504. 45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504. 45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

Social Media Policy

1.0 Purpose

The purpose of this policy is to establish guidelines for the use of social media. This policy must be followed in conjunction with the Department's Computer Use Policy #420.10, Chapter 60L-36, Conduct of Employees, Florida Administrative Code, and any other personnel policies regarding employee conduct.

2.0 Scope

This policy applies to employees, contracted employees, consultants, OPS, and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the Department's computer resource systems must comply with this policy. This policy applies to use of personal social media accounts accessed from both personal and DOEA owned or leased computers and other wireless communication devices such as cell phones and personal digital assistants.

3.0 Policy

Social media is a term commonly used to describe websites and online tools which allow users to interact with each other by sharing information, opinions, knowledge and interests. Social media includes, but are not limited to, blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, SMS (texting), social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube.

The Department recognizes that social media are powerful communications tools that can be used to enhance services, promote collaboration, provide information and for personal enrichment. The Department respects the rights of employees to use these tools as a medium of self-expression. The Department also recognizes that permitting the use of such tools is not without risk, and has developed the following guidelines that employees must observe when using social media.

Please be aware that the Department's official electronic business is primarily conducted via the Department's email system therefore; if employees, contracted employees, consultants, OPS, and volunteers use social media to conduct official Department business then they must provide notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's or entity's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

4.0 Guidelines for Employees

4.1 Respect Department time and property: Use of Department computers and other wireless communication devices are designed and intended to assist the employee in the accomplishment of the employee's job assignments. Social networking must not interfere with the employee's timely performance of work obligations. Reasonable use of social media for personal use is permitted during breaks and lunch. Excessive use of social media during work hours is prohibited and may be grounds for disciplinary action as provided in Chapter 60L-36, Florida Administrative Code.

4.2 Confidential Information: Employees are prohibited from posting any confidential, proprietary, copyrighted, protected health information (PHI) or otherwise legally protected information or materials on their social networking accounts.

4.3 Respectful Communications: State Employees must remember to conduct themselves, on and off the job, in a manner that will not bring discredit or embarrassment to the state, its employees or agents. This includes online activity. See Rule 60L-36.005, Florida Administrative Code. Be respectful when using social media especially in communications and blogs related to or referencing the Department, an affiliate, or partner. Information exchanged on social networking sites can be accessed by vendors, suppliers, and business partners and can be kept on-line, in theory, forever.

- a. Employees are prohibited from using social networking accounts to harass, bully, threaten, libel, malign, defame, disparage, or discriminate against co-workers, managers, vendors, or anyone else. Behaviors that constitute harassment and bullying include, but are not limited to, comments that are derogatory with respect to race, religion, gender, sexual orientation, color, age, or disability; sexually explicit or suggestive, humiliating, or demeaning comments; threats to stalk, haze, or physically injure another employee.
- b. Supervisors, managers and administrators are cautioned to remember that if they “friend” subordinates, or subordinates of other supervisors, managers, and administrators they need to maintain the same appropriate professional relationship online as in the office.
- c. Employees are prohibited from writing about, posting pictures of, or otherwise referring to any other employees without their permission.
- d. Employees should refrain from using profane and vulgar language and avoid discussions of conduct that is prohibited by Department policies, such as alcohol or drug use on state property or during work hours.

4.4 Use Personal Email Addresses Only On Social Networking Sites: Department email addresses should be used only for work-related communications. The “elderaffairs.org” address attached to your name implies that you are acting on the Department’s behalf and all actions are public and subject to public records laws.

4.5 Remember You Are Responsible For What You Post: You are responsible for any of your online activity conducted either on your own computer or with a Department email address, and/or which can be traced back to the Department’s domain, and/or which uses Department assets, networks, and resources.

4.6 Disclaimers on Personal Sites: If you identify yourself as an employee of the Department, please remember to identify your views and opinions as your own. You must note that the views expressed are your own and do not necessarily reflect the views of the Department.

4.7 Monitoring: In conjunction with the Department’s Computer Use Policy, the Department reserves the right, at its discretion, to review any employee’s electronic files and messages and usage to the extent necessary to ensure that electronic media and services are being used in compliance with the law and with this and other Department policies.

- a. Employees must understand that anything they post online from any computer is public and employees should not assume that they have a right to privacy with regards to

electronic communications that are sent, received, created, accessed, obtained, viewed, or stored on the Department's systems.

- b. As a matter of policy, however, the Department will not systematically monitor an employee's use of social media unless it is necessary for non-investigatory, work-related purposes, or for investigations of allegations of work-related misconduct.

5.0 Modifications: The Department reserves the right to modify, discontinue or replace the policy or any terms of the policy. The Department will endeavor to give notice of all changes to its Social Media Policy.

6.0 Enforcement: Any employee found to have violated this policy may be subject to disciplinary action, up to and including dismissal, as provided by Rule 60L-36.005, Florida Administrative Code.

7.0 Guidelines for Affiliates Hosting Social Network Sites: This policy applies to any organization or entity affiliated with the Department of Elder Affairs that chooses to maintain a social networking service using the Department's computer resource systems. Please remember that the Department's official electronic business is primarily conducted via the Department's email system and not through social media.

7.1 Development and Maintenance: Organizations or entities affiliated with the Department must use good judgment and professionalism when creating and maintaining a social networking page. Be cognizant that what is posted by the organization reflects on the Department.

7.2 Post Accurate Information: The organization or entity must post accurate information and promptly correct any misinformation posted.

7.3 Removal of Inappropriate Content: The organization must be responsible for screening and removing content that is offensive, rude, discriminatory, vulgar, libelous, or in any other respect violates this Department policy or its contracts.

7.4 Public Records: All content on the organization's or entity's page, including information about the organization's friends list, is subject to disclosure under Florida's Public Record Act. Therefore, the organization or entity must post a notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

7.5 Retention of Records: The organization or entity is required to have the capacity to electronically archive or store all communications sent or received on social networking sites that involve Department business. Entities must follow the public records retention schedule as set forth in the State of Florida General Records Schedule for State and Local Government Agencies. The Department's Information Technology department is available to assist if needed.

7.6 Communications: Any communications on any social networking site regarding Department business is subject to Florida's Government in the Sunshine Law. For example, members of a council, board or commission may not engage on any social networking site in a discussion of matters that foreseeably will come before the council, board or committee for official action.

January 1, 2020 – December 31, 2022

Contract JM020-06-2022

ATTACHMENT VI

Provider's State Contracts List

REPORT PERIOD: From _____
To _____

PROVIDER INFORMATION:

Name: _____
Address: _____
FEID: _____

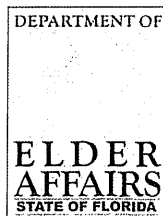
Phone #: _____
Email: _____
Contact: _____

	Contract #	Contract/Program Name	State Agency/Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
16									\$ -
17									\$ -
18									\$ -
19									\$ -
20									\$ -
Total									

SIGNATURE: _____
TITLE: _____

DATE: _____

ATTACHMENT VII



BACKGROUND SCREENING

Affidavit of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Serving Health Insurance Needs of Elders Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____
Street Address *City* *State* *ZIP code*

I, _____ do hereby affirm under penalty of perjury
Name of Representative

that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

 Signature of Representative

 Date

STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
 _____ (Name of Representative) who is personally known
 to me or produced _____ as proof of identification.

 Print, Type, or Stamp Commissioned Name of Notary Public

 Notary Public

ATTACHMENT VIII**CONTRACTOR INFORMATION**

CONTRACT # _____ **CONTRACT PERIOD:** _____

I. PLANNING & SERVICE AREA: **10**

II. COUNTIES TO BE SERVED: **BROWARD**

III. GENERAL ADMINISTRATIVE INFORMATION

- a. Contractor:** _____
Contractor Address: _____
Telephone: _____
Fax: _____
Website: _____
- b. Executive Director or Chief Administrator:** _____
Telephone: _____
Email Address: _____
- c. President or Head of Governing Body:** _____
Address: _____
Telephone: _____
Fax: _____
Email Address: _____
- d. Program Contacts:**
- Name:** _____
Title: _____
Telephone: _____
Email Address: _____
- Name:** _____
Title: _____
Telephone: _____
Email Address: _____
- e. Fiscal Contacts:**
- Name:** _____
Title: _____
Telephone: _____
Email Address: _____
- Name:** _____
Title: _____
Telephone: _____
Email Address: _____
- f. Person(s) authorized to sign reports and/or contracts:**

- g. Agency's FEID Number:** _____ **Agency's DUNS #** _____
- h. AUDIT DUE DATE:** Audit(s) are due by the end of the Ninth month following the end of the agency's fiscal Contractor Fiscal Year: _____ thru _____

ATTACHMENT VIII

Business Associate Agreement

This Agreement, made as by and between **Areawide Council on Aging of Broward County** (“Covered Entity”), a Florida corporation, and City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging (“Business Associate”).

WHEREAS, the Areawide Council on Aging of Broward County is a Covered Entity as defined in the Privacy Rule adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy Rules).

WHEREAS, the Business Associate has been retained by the Covered Entity to perform a function, activity, or service on behalf of Covered Entity that requires the Business Associate have access to Protected Health Information (PHI).

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the Privacy Rule, the Security Rule Health Information Technology for Economic and Clinical Health Act (HITECH), the Final Rules and any rules or guidance issued by the Secretary from time to time with respect to such security, privacy, use and disclosure requirements.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

Section 1. Definitions.

- (a) Breach shall mean the acquisition, access, use or disclosure of protected health information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the protected health information. For purposes of this definition, “compromises the security or privacy of the protected health information” means poses a significant risk of financial, reputational, or other harm to the individual.
- (a) HITECH shall mean Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), called the Health Information Technology for Economic and Clinical Health (HITECH) Act, codifies and expands on many of the requirements promulgated by the Department of Health & Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to protect the privacy and security of protected health information (PHI).
- (b) Individual means the person who is the subject of protected health information 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (c) Privacy Officer shall mean Ramona Woods, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10213; email: woods@adrcbroward.org.

- (d) Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (e) Protected Health Information or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) Required by Law shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- (g) Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.
- (h) Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI relating to the Covered Entity.
- (i) Security Officer shall mean Chris Delez, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10214; email: delezc@adrcbroward.org.
- (j) Security Rule shall mean the Health Insurance Reform: Security Standards at 45 CFR Parts 160, 162 and 164.
- (k) Underlying Agreement shall mean the services agreement executed by the Covered Entity and Business Associate, if any.
- (l) Unsecured PHI means PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under Section 13402 of Public Law 111-5 on the HHS website (45 CFR 164.402).

Section 2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (a) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than provided for by this Agreement.
- (b) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this Agreement.
- (c) Business Associate agrees to comply with the Security Rules, as required by HITECH, in a manner consistent with the Rule and regulations that may be adopted by relevant federal agencies, to keep all electronic PHI in a secure manner, as required under federal law.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any Security Incident of which it becomes aware. See “Reporting” contained in this Agreement.

- (e) Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- (f) Business Associate agrees to make available, in the time and manner designated by Covered Entity, PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, as necessary to satisfy Covered Entity's requirements under 45 CFR 164.524.
- (g) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. 164.522, except where such use, disclosure or request is required or permitted under applicable law.
- (h) Business Associate agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. 502(b)(1) that such request, use or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. 164.514(e)(2) to accomplish the intended purpose of such request, use or disclosure as interpreted under related guidance issued by the Secretary from time to time.
- (i) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity or take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.
- (j) Business Associate agrees to make internal practices, books, and records including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- (k) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (l) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (m) Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that it is required to comply with the confidentiality, disclosure, breach notification, compliance, and re-disclosure requirements of HITECH, Privacy Rule and the Security Rule to the extent such requirements may be applicable.
- (n) Business Associate acknowledges that if it becomes aware of a "pattern of activity or practice" by Covered Entity, or any other Business Associate, that breaches a Business Associate Agreement, but fails to cure that breach, Business Associate shall immediately terminate the relevant agreement, or report the non-compliance to the United States Department of Health and Human Services' Office of Civil Rights.

- (o) Business Associate acknowledges that it is subject to compliance audits by the United States Department of Health and Human Services' Office of Civil Rights.
- (p) Business Associate shall comply with any and all regulatory requirements which may arise in the future to comply fully with the Privacy Rules, the Security Rule, ARRA, and HITECH, including, but not limited to, restrictions on disclosures to health plans, clarified minimum necessary standards, expanded accounting requirements applicable to electronic health records, revised prohibitions on sales of PHI, and updated marketing and fundraising restrictions. Business Associate shall require that any agent, including a subcontractor, shall also comply with the requirements set forth herein.
- (q) Business Associate acknowledges that, pursuant to HITECH, Business Associate, its employees and contractors, and any third party (and their employees, contractors, and further third parties) who may have access to or possession of the Covered Entity's PHI, are subject to regulatory oversight of the various federal and/or state agencies as a Business Associate, and may be subject to both civil and criminal penalties which may arise from violations of this Agreement, the Privacy Rules, the Security Rule, HITECH, and any rules or guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.
- (r) Business Associate agrees to provide the Covered Entity with notice of a Breach of Unsecured PHI pursuant to the requirements of 45 CFR 164.402. See "Reporting" contained in this Agreement.
- (s) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 154, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- (t) Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

Section 3. Permitted Uses and Disclosures by Business Associate

- (a) Except as otherwise limited in this Agreement, Business Associate may use and/or disclose PHI only in a manner that is necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- (b) Business Associate may use or disclose PHI as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (e) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by

law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose(s) for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Section 4. Reporting

As described below, Business Associate shall report to the Covered Entity in writing (a) any use or disclosure of PHI not permitted under 45 CFR section 164, Subpart E, this Agreement, or by law, (b) any Security Incident of which it becomes aware and (c) any Breach of Unsecured PHI in accordance with HITECH, including 42 U.S.C.A. section 17932.

- (a) Reporting Security Incidents or Improper Uses or Disclosures. Business Associate shall make the report to the Covered Entity's Privacy Officer (or to the Security Officer in the event of a Security Incident) within 3 business days after Business Associate learns of such unauthorized use or disclosure or Security Incident. Business Associate's report shall: (1) identify the nature of the unauthorized use or disclosure or Security Incident including the date of the Security Incident or unauthorized use or disclosure and date of discovery; (2) identify the PHI affected; (3) identify who made or caused the unauthorized use and/or received the unauthorized disclosure and/or participated in the Security Incident, if known; (4) identify what Business Associate has done or shall do to mitigate any deleterious effect of the Breach, unauthorized use or disclosure or Security Incident; (5) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure or Security Incident; and (6) provide such other information, including a written report, as reasonably requested by the Privacy Officer or Security Officer. Any Security incident or unauthorized use or disclosure of PHI that is a Breach of Unsecured PHI shall be reported as required under subsection (b) below.
- (a) Notification of a Breach. Pursuant to HITECH, including 42 U.S.C.A. section 17932, and regulations under 45 CFR Parts 160 and 164, as amended, Business Associate shall provide written notice to the Covered Entity's Privacy Officer of any Breach of Unsecured PHI within 3 business days after Business Associate discovers the Breach. Business Associate shall conduct the risk assessment to determine whether a Breach occurred. Business Associate's report to the Covered Entity shall identify or describe: (1) the affected Individual(s) whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed; (2) the incident, including the date of the Breach and the date of the discovery of the Breach, if known; (3) who made or caused the Breach/unauthorized use and/or received the unauthorized disclosure; (4) the types of Unsecured PHI involved in the Breach; (5) any specific steps the Individual(s) should take to protect him or herself from potential harm related to the Breach; (6) what the Business Associate is doing to investigate the Breach, to mitigate losses and to protect against further Breaches; (7) contact procedures for how the Individual(s) can obtain further information from Business Associate; and (8) such other information, including the risk assessment analysis prepared by Business Associate, as reasonably requested by the Covered Entity's Privacy Officer.

Section 5. Obligations of Covered Entity

- (a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

- (a) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures under this Agreement.
- (b) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this Agreement.
- (c) With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been accessed, acquired, used or disclosed as a result of such breach, except when law enforcement requires a delay pursuant to 45 CFR 164.412:
 - 1. Without unreasonable delay and in no case later than 60 days after discovery of a breach.
 - 1. By notice in plain language including and to the extent possible: a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; a description of the types of Unsecured PHI that were involved in the breach; any steps Individual(s) should take to protect themselves from potential harm resulting from the breach; a brief description of what the Covered Entity involved is doing to investigate the Breach, mitigate the harm to Individual(s), and to protect against any further Breaches; and, contact procedures for Individual(s) to ask questions or learn additional information which shall include a toll-free telephone number, an e-mail address, web site or postal address.
 - 2. Use a method of notification that meets the requirements of 45 CFR 164.404(d).
 - 3. Provide notice to the media when required under 45 CFR 164.405 and to the Secretary pursuant to 45 CFR 164.408.

Section 6. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy & Security Rule if done by Covered Entity.

Section 7. Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of the date the Covered Entity signs this Agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either (1) provide an opportunity for Business Associate to cure the breach and then terminate the Underlying Agreement if Business Associate does not cure the breach within time period specified by the Covered Entity or (2) terminate the Underlying Agreement immediately. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (c) Effect of Termination. (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement or the Underlying Agreement for any reason, Business Associate shall return or destroy all

PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate and subcontractors shall retain no copies of the PHI. (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties, that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Section 8. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy & Security Rule means the section as is currently effect or as may be amended from time to time, and for which compliance is required.
- (a) Indemnification. Business Associate shall release, defend, indemnify and hold Covered Entity harmless from and against any claims, fees, losses, and costs, including, without limitation, reasonable attorneys' fees and costs, that Covered Entity may sustain as a result of, or arising out of (i) a breach of this Agreement by Business Associate or its agents or Subcontractors, including, but not limited to, any unauthorized use, disclosure or breach of PHI, (b) Business Associate or its subcontractor's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitation, failure to perform Business Associate's obligations under this Agreement, the Privacy Rule or the Security Rule or any other applicable law or rule.
- (b) Remedies. The parties acknowledge that breach of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if Covered Entity has actual notice of an intended breach, Covered Entity shall be entitled to a remedy of specific performance and/or injunction refraining Business Associate from violating or further violating this Agreement. The parties agree the election of the Covered Entity to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right the Covered Entity may have to recover damages.
- (c) Amendment. The parties agree to take such action as is necessary to amend this Agreement and the Underlying Agreement if necessary from time to time as is necessary to comply with the requirements of the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, ARRA the HITECH Act, the HIPAA rules and any other applicable laws. Regardless of written amendment to this Agreement or the Underlying Agreement, the parties agree to comply with all applicable laws
- (d) Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement and/or Underlying Agreements, as shall the rights of access and inspection of Business Associate by Covered Entity.
- (e) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules, HIPAA, ARRA, the HITECH Act, the HIPAA Rules and any other applicable law.
- (f) Governing Law; Conflict. This agreement shall be enforced and construed in accordance with the laws of the State of Florida. Jurisdiction of any litigation with respect to this Agreement shall be in Florida, with venue in a court of competent jurisdiction located in Pinellas County. In the event of a conflict between the terms of this Agreement and the terms of any of the Underlying Agreements, the terms of this Agreement shall control.

- (g) Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.
- (h) Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
- (i) Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.

Areawide Council on Aging of Broward County (Covered Entity):

Pauline Grant 12/31/19
Signature of Authorized Representative Date

PAULINE GRANT
Printed Name

PRESIDENT
Title

Contractor (Business Associate):

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba
Department of Active Aging

227 NW 2nd Street, Deerfield Beach, FL 33441 954-480-4449
Address Phone

Donna DeFranzo 12/3/19
Signature of Authorized Representative Date

Donna DeFranzo
Printed Name

Director of Active Aging
Title



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-578

Agenda Date: 9/14/2020

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 agreement with Deerfield Beach Family Empowerment, Inc. for administration of Community Development Programs; providing for execution; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach is an entitlement recipient of Federal and State funds from the U.S. Department of Housing and Urban Development ("HUD") and Florida Housing Finance Corporation ("FHFC") under the Community Development Block Grant ("CDBG") Program, State Housing Initiative Program ("SHIP"), Home Investment Partnership ("HOME") Program through Broward County HOME Consortium, Community Development Block Grant Coronavirus ("CDBG-CV") and State of Florida Coronavirus Relief Funds ("CRF"). The City is also a grant recipient of the State of Florida Division of Emergency Management Hurricane Loss Mitigation Program ("HLMP").

Deerfield Beach Family Empowerment, Inc. ("DBFE"), a nonprofit organization of the Deerfield Beach Housing Authority, provides grant administration services for the City's Homeowner Rehabilitation, Purchase Assistance, Rental and Mortgage Assistance, Utility Assistance and Micro-Enterprise Assistance programs for CDBG, SHIP, HOME, HLMP, CDBG-CV and CRF (collectively referred to as the "Community Development Programs").

Current Activity

DBFE Scope of Services shall include but not be limited to the following:

1. Implement the duties of the City's Homeowner Rehabilitation, Purchase Assistance, Rental, Mortgage and Utilities Assistance Programs and Micro-Enterprise Program and Hurricane Loss Mitigation Programs as outlined in the Annual Action Plan, Local Housing Assistance Plan, Broward County's Annual Action Plan as well as the programs policies and procedures.
2. Comply with all federal and state rules and regulations as it relates to the Programs and funding sources.
3. Coordinate Client Intake.
4. Complete all qualification and eligibility requirements for applicants (collect applicants, review

- documents, determine income eligibility, conflict of interest waivers, etc.).
5. Coordinate all aspects of the rehabilitation of units (after rehabilitation appraisals, inspections, construction, etc.).
 6. Oversee the housing inspectors and the contractors completing the Homeowner Rehabilitation Projects.
 7. Coordinate Purchase Assistance activities.
 8. Coordinate Mortgage, Rental and Utilities Assistance activities.
 9. Coordinate Micro-Enterprise activities.
 10. Complete Environmental reviews.
 11. Prepare approval letters for payment to contractors, inspectors and title companies.
 12. Provide monthly detailed progress reports indicating the status of projects, required quarterly reports, and weekly updates throughout the project.
 13. Conduct weekly meetings/conference calls with the City.
 14. Prepare reports to HUD, FHFC, Florida Division of Emergency Management, Broward County, and other program funders.
 15. Answer program questions from the public.
 16. Attend public meetings as needed.
 17. Provide additional services as needed.

The City of Deerfield Beach Homeowner Rehabilitation Program provides assistance to low to moderate-income households, adjusted for household size, for owner-occupied residents in the City. Homeowner Rehabilitation assistance may be used to eliminate building code violations, abate any health and safety issues in the home and/or repair, upgrade, or replace major building systems as necessary. This program provides non-luxury general property improvements that improve conditions, structure of the home, and address energy efficiency.

The City of Deerfield Beach Purchase Assistance Program offers financial assistance to very low, low and moderate-income homebuyers to provide down payment, principal buy down, and closing cost assistance. The goal of this program is to expand home ownership opportunities for income eligible households and to increase home ownership within the City of Deerfield Beach.

The City of Deerfield Beach HLMP provide assistance to homeowners by facilitating the rehabilitation of properties with retrofits needed for wind mitigation.

The Rental Assistance Program provides emergency financial assistance to low to moderate- income households impacted by COVID-19. Assistance will be provided for up to 3 months for costs incurred April 1, 2020 and onward. Applicants are eligible to receive up to \$5,000.

The Mortgage Assistance Program provides up to \$5,000 of emergency financial assistance for low to moderate- income households impacted by COVID-19. Assistance will be provided for up to 3 months for costs incurred April 1, 2020 and onward.

The Utilities Services Assistance Program provide up to \$1,000 of emergency financial assistance to families impacted by COVID-19. Assistance will be provided for up to 3 months for costs incurred from April 1, 2020 and onward. Funds will be awarded as a grant.

Recommendation

Staff is requesting the City Commission to approve agreement between the City of Deerfield Beach and DBFE. The term of the agreement is for one (1) year with an option to renew for up to two (2) additional one (1) year terms upon mutual agreement of the parties hereto.

RESOLUTION NO. 2020/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH
DEERFIELD BEACH FAMILY EMPOWERMENT, INC. FOR
ADMINISTRATION OF COMMUNITY DEVELOPMENT PROGRAMS;
PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, the City is an entitlement recipient of Federal and State funds from the U.S. Department of Housing and Urban Development and Florida Housing Finance Corporation under the Community Development Block Grant (“CDBG”), State Housing Initiative Partnership (“SHIP”), Home Investment Partnership (“HOME”), Hurricane Loss Mitigation Program (“HLMP”), Community Development Block Grant Coronavirus (“CDBG-CV”), and State of Florida Coronavirus Relief Funds (“CRF”); and

WHEREAS, the City desires to enter into an agreement with Deerfield Beach Family Empowerment, Inc. (“DBFE”) for DBFE to provide grant administration services (the “Services”) for the City’s Homeowner Rehabilitation, Purchase Assistance, Rental and Mortgage Assistance, Utility Assistance and Micro-Enterprise Assistance programs for CDBG, SHIP, HOME, HLMP, CDBG-CV and CRF (collectively, the “Community Development Programs”); and

WHEREAS, DBFE is a non-profit entity created by the Deerfield Beach Housing Authority (“DBHA”), which is a governmental entity; and

WHEREAS, Section 38-133 of the City’s Procurement Code provides for the City to contract with other government entities or agencies for services or commodities; and

WHEREAS, the City and DBFE desire to enter into an agreement, attached as Exhibit “A,” for the Services for a one-year term with two, one year renewal options (the “Agreement”); and

WHEREAS, the compensation to be provided to DBFE for the Services is based on a percentage of the grant funds allocated for the Community Development Programs; and

WHEREAS, City staff recommends that the City Commission approve and authorize execution of the Agreement with DBFE, 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 approves the Agreement with DBFE, attached as Exhibit “A,” for the Services.

Section 3. The City Manager is authorized to execute the Agreement with DBFE, attached as Exhibit “A,” for the Services, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

EXHIBIT A

General Scope of Services

Grant administration services for Homeowner Rehabilitation, Purchase Assistance Micro Enterprise, Rental Assistance, Mortgage Assistance and Utilities Assistance for Community Development Block Grant (CDBG), State Housing Initiative Partnership (SHIP), Home Investment Partnership (HOME), Hurricane Loss Mitigation Program (HLMP), Community Development Block Grant Coronavirus (CDBG-CV) and State of Florida Coronavirus Relief Funds (CRF) collectively referred to as Community Development Programs.

Program Summary

Homeowner Rehabilitation Assistance

The City of Deerfield Beach Homeowner Rehabilitation provides assistance to low- and moderate-income households, adjusted for household size, for owner-occupied residents in the City.

Homeowner Rehabilitation assistance may be used to eliminate building code violations, abate any health and safety issues in the home and/or repair, upgrade, or replace major building systems as necessary. The program provides non-luxury general property improvements that improve conditions, structure of the home and address energy efficiency. The program will benefit approximately eleven (11) households within the City of Deerfield Beach.

Purchase Assistance

The City of Deerfield Beach purchase assistance program offers financial assistance to very low, low and moderate-income homebuyers to provide down payment, principal buy down and closing cost assistance. The goal of the program is to expand homeownership opportunities for income eligible households and to increase homeownership within the City of Deerfield Beach. The program will benefit approximately seven (7) households to purchase in the City of Deerfield Beach.

The Scope of Services shall include but not be limited to the following:

1. Implement the duties of the City's Homeowner Rehabilitation, Purchase Assistance and Hurricane Loss Mitigation Programs as outlined in the Annual Action Plan, Local Housing Assistance Plan, Broward County's Annual Action Plan as well as the programs policies and procedures.
2. Comply with all federal and state rules and regulations as it relates to the Programs and funding sources.
3. Coordinate Client Intake
4. Complete all qualification and eligibility requirements for applicants (collect applicants, review documents, determine income eligibility, conflict of interest waivers, etc.).
 - a. Pay Stubs
 - b. Bank Statements

- c. General Application Forms
 - d. W-2 Documents
 - e. Tax Returns
 - f. Statement of Household Size
 - g. Property Insurance Documents
 - h. Notice of Ad Valorem taxes
 - i. Warranty Deed
 - j. Divorce, Alimony, Child Support Documents
 - k. Citizenship or Legal Alien Documents
 - l. HUD 8 Hour Class Certificate for Purchas Assistance
 - m. Send Approval or Disapproval Notice to Applicant. (Documents are listed on current program applications)
5. Coordinate all aspects of the rehabilitation of units (after rehabilitation appraisals, inspections, construction, etc.).
 - a. Coordinate and review work specifications and cost estimates for each rehabilitation activity.
 - b. Obtain job estimates from approved inspectors for rehabilitation activities.
 - c. Approve or disapprove estimates pursuant to specifications
 - d. Review and tabulate home repair bids and award contracts.
 - e. Provide Notice of Proceed to encumber costs for the projects.
 - f. Prioritize repairs relative to health, safety, and welfare.
 - g. Ensure that contractor(s) have applied and/or received the proper permits
 - h. Monitor work performance of the contractor(s).
 - i. Review and approve release of funds to contractors, upon satisfactory completion of work.
 6. Oversee the housing inspectors and the contractors completing the Homeowner Rehabilitation Projects.
 7. Coordinate Purchase Assistance activities
 - a. Coordinate lender and title company activities
 - b. Prepare program documents for purchase assistance closing
 - c. Review HUD-1 for program compliance
 8. Complete Environmental reviews.
 9. Prepare approval letters for payment to contractors, inspectors and title companies.
 10. Provide monthly detailed progress reports indicating the status of projects, required quarterly reports and weekly updates throughout the project.
 11. Conduct weekly meetings/conference calls with the City.
 12. Prepare reports to Housing and Urban Development (HUD), Florida Housing Finance Corporation (FHFC), Broward County and other program funders.
 13. Answer program questions from the public.
 14. Attend public meetings as needed.
 15. Provide additional duties as needed.

Microenterprise Business Assistance

The Micro-enterprise program provides up to \$5,000 in financial assistance to eligible small business (5 or fewer employees) located within city limits to sustain during the COVID-19 pandemic. The funds are to help small business meet basic obligations such as: business lease or mortgage payments, utilities payments, monthly debt payments, business payroll and business inventory expenses to remain viable or to encourage businesses to maintain their labor force. Funds will be awarded as a grant.

Rental Assistance

The Rental Assistance program provides emergency financial assistance to low to moderate- income families impacted by COVID-19. Assistance will be provided for up to 3 months from April 1, 2020. Applicants are eligible to receive up to \$5,000.

Mortgage Assistance

The Mortgage assistance program provides up to \$5,000 emergency financial assistance to low to moderate- income families impacted by COVID-19. Assistance will be provided for up to 3 months from April 1, 2020.

Utility Assistance

The Utilities services assistance program provide up to \$1,000 emergency financial assistance to families impacted by COVID-19. Assistance will be provided for up to 3 months from April 1, 2020 and onward. Funds will be awarded as a grant.

The Scope of Services shall include but not be limited to the following:

1. Implement the duties of the City's Rental Assistance, Mortgage Assistance, Utilities Service Assistance and Micro Enterprise Programs as outlined in the Annual Action Plan, Local Housing Assistance Plan, Broward County's Annual Action Plan as well as the programs policies and procedures.
2. Comply with all federal and state rules and regulations as it relates to the Programs and funding sources.
3. Coordinate Client Intake
4. Complete all qualification and eligibility requirements for applicants (collect applicants, review documents, determine income eligibility, conflict of interest waivers, etc.).
 - a. Pay Stubs
 - b. Bank Statements
 - c. Florida Identification
 - d. General Application Forms
 - e. W-2 Documents
 - f. W-9 Documents
 - g. Tax Returns
 - h. Statement of Household Size
 - i. Hardship Letters
 - j. Proof of Loss Income
 - k. Property Insurance Documents
 - l. Lease Agreements/Mortgage Statement
 - m. Utilities Statements
 - n. Notice of Ad Valorem taxes

- o. Warranty Deed
 - p. Divorce, Alimony, Child Support Documents
 - q. Citizenship or Legal Alien Documents
- 5. Prepare approval and denial letters for applicants.
- 6. Submit processed applications to city for payments.
- 7. Provide weekly detailed progress reports indicating the status of applications.
- 8. Conduct weekly meetings/conference calls with the City.
- 9. Answer program questions from the public.
- 10. Attend public meetings as needed.
- 11. Provide additional duties as needed.

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between the CITY OF DEERFIELD BEACH ("CITY"), a Florida municipal corporation, and DEERFIELD BEACH FAMILY EMPOWERMENT, INC. ("DBFE"), a Florida not-for-profit corporation.

WITNESSETH:

WHEREAS, CITY is desirous of retaining the services of DBFE to provide grant administration services for Homeowner Rehabilitation, Purchase Assistance programs, Rental and Mortgage Assistance, and Utility Assistance for Community Development Block Grant (CDBG), State Housing Initiative Partnership (SHIP), Home Investment Partnership (HOME) and Hurricane Loss Mitigation Program (HLMP), Community Development Block Grant Coronavirus (CDBG-CV), State of Florida Coronavirus Relief Funds (CRF) (collectively referred to as the "Community Development Programs"); and

WHEREAS, DBFE desires to provide such grant administration services pursuant to the terms and conditions in this Agreement; and

WHEREAS, the City Commission and the DBFE Board find that this Agreement serves both a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the citizens and residents of the City of Deerfield Beach.

NOW THEREFORE, be it agreed by and between the parties as follows

ARTICLE I

INTRODUCTION AND SCOPE OF SERVICES

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

1.2 This is an Agreement for the performance of grant administration services by the DBFE in connection with the Community Development Programs operated by the CITY. The grant administration services to be performed are set forth in the attached Exhibit "A," which is hereby incorporated into this Agreement by this reference (the "Services"). The DBFE shall be responsible for the means and methods of performing the Services. The CITY shall have the sole decision making DBFE over matters of policy. In the performance of the Services, the DBFE shall adhere to all federal, state and local laws, rules, and regulations governing the implementation of community development programs and activities.

ARTICLE II

TERM AND TIME OF PERFORMANCE

2.1 The initial term of this Agreement shall commence upon the date last executed by the parties hereto ("Effective Date") and shall expire one (1) year from the Effective Date. This

Agreement may be renewed for up to two (2) additional one (1) year terms upon mutual agreement of the parties hereto.

2.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

ARTICLE III

COMPENSATION

3.1 CITY agrees to pay DBFE during the initial one (1) year term of this Agreement the amounts listed below by funding source, which amounts shall be accepted by DBFE as full compensation for all such work. It is acknowledged and agreed by DBFE that these amounts are the maximum payable and constitutes a limitation upon CITY's obligation to compensate DBFE for the Services. The amounts, however, do not constitute a limitation, of any sort, upon DBFE's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services, attached as Exhibit "A". No amount shall be paid to DBFE to reimburse DBFE for its expenses. The CITY may request additional or subsequent work to be performed regarding other federal or state funded program(s) not listed in Exhibit "A". Such work will be subject to additional negotiated fees and be evidenced by an amendment to this Agreement executed by the parties.

CDBG FY 2020/2021- \$55,530

CDBG-CV- \$60,900

CRF - \$30,750 or 10% of program funds expended

HOME 2020/2021- \$14,978.00*

HOME PA 2020/2021 - \$5,000*

HOME 2019/2020- \$11,570.00*

HOME 2018/2019- \$3,324.00*

HMLP 2020/2021- \$15,000

**estimate- cost is 15% of the total allocation*

3.2 DBFE shall submit invoices for compensation on a monthly basis after the services for which the invoices are submitted have been completed. The final invoice must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the expenses incurred, and any other information required by law.

3.3 CITY shall pay DBFE in accordance with the requirements of Florida's Prompt Payment Act after receipt of DBFE proper invoice. To be deemed proper, all invoices must comply with the

requirements set forth in this Agreement. Payment may be withheld for failure of DBFE to comply with a term, condition, or requirement of this Agreement. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Agreement Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

ARTICLE IV

INDEMNIFICATION

4.1 The CITY and the DBFE shall be individually and separately liable and responsible for the actions of its officers, agents and employees in the performance of their respective obligations under this Agreement.

4.2 The CITY and the DBFE shall individually defend any action or proceeding brought against their respective agency pursuant to this Agreement, and shall be individually responsible for all of their respective costs, attorney fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof, including appellate proceedings.

4.3 The CITY and the DBFE agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages and causes of action which may be brought against either party pursuant to this Agreement.

4.4 The parties shall each individually maintain throughout the term of this Agreement any and all applicable insurance coverage required by Florida law for governmental entities. Within five (5) days of the Effective Date, DBFE shall provide the CITY with certificates of insurance evidencing the required insurance. In the event DBFE is self-insured, DBFE shall provide CITY with such documentation evidencing such self-insurance as may be reasonably required by CITY.

4.5 Notwithstanding the provisions contained herein, nothing herein shall be construed as a waiver of either party's rights to sovereign immunity or any aspect thereof, including any rights and privileges as provided in Section 768.28, Florida Statutes.

ARTICLE V

TERMINATION

5.1 In the event DBFE defaults in any of the terms, obligations, restrictions or conditions in this Agreement, including, but not limited to, repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement, the CITY shall give DBFE written notice of the default and that such default shall be corrected within three (3) business days thereof, or actions taken to correct such default shall be commenced within three (3) business days of written notice if corrective action is not reasonably capable of completion within three (3) business days, and DBFE

shall diligently and promptly prosecute such corrective measures to completion. In the event DBFE has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to, termination of the Agreement upon thirty (30) days written notice of termination to DBFE, in which case DBFE shall be liable for any and all damages permitted by law arising from the default and breach of the Agreement.

DBFE may terminate this Agreement for convenience by providing sixty (60) days written notice to the CITY whenever DBFE determines that such termination is in the best interest of the DBFE. Where the Agreement is terminated for the convenience of the DBFE the notice of termination to CITY must state that the Agreement is being terminated for the convenience of the DBFE under this termination clause and the extent of termination. In the event this Agreement is terminated for convenience, DBFE shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CITY acknowledges and agrees that it has received good, valuable and sufficient consideration from DBFE, the receipt and adequacy of which are, hereby acknowledged by CITY, for DBFE's right to terminate this Agreement for convenience. In addition, the DBFE may terminate this Agreement by thirty (30) days written notice to the CITY if the CITY breaches or is in default of any material obligation under this Agreement, and has not cured such default or breach within thirty (30) days after receipt of notice of a default or breach specifying the nature of such default or breach in reasonable detail.

5.2 Upon sixty (60) calendar days written notice to DBFE, the CITY may without cause and without prejudice to any other right or remedy, terminate this Agreement for the CITY's convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to DBFE must state that the Agreement is being terminated for the convenience of the CITY under this termination clause and the extent of termination. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective sixty (60) days after such notice of termination for cause is provided. DBFE shall discontinue all work on the appointed last day of service. In the event this Contract is terminated for convenience, DBFE shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. DBFE acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by DBFE, for CITY's right to terminate this Agreement for convenience.

5.3 Intentionally Deleted

5.4 In the event this Agreement is terminated for any reason, any amounts due DBFE shall be withheld by CITY until all documents are provided to CITY pursuant to Section 7.1 of Article 7.

5.5 Should at any time during the term of this Agreement, including any option terms, the DBFE is in violation of any of the terms and conditions of this Agreement, the City shall have the right to suspend the DBFE until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

ARTICLE VI

EEO AND ADA COMPLIANCE

6.1 DBFE shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement. DBFE shall include the foregoing or similar language in its Agreements with any subcontractors retained by the DBFE, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as CITY deems appropriate.

6.2 DBFE shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. DBFE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, DBFE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE VII

MISCELLANEOUS

7.1 **RIGHTS IN DOCUMENTS AND WORK.** Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, DBFE grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by DBFE, whether finished or unfinished, shall become the property of CITY and shall be delivered by DBFE to the Agreement Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to DBFE shall be withheld until all documents are received as provided herein.

7.2 **AUDIT RIGHT AND RETENTION OF RECORDS.** CITY shall have the right to audit the books, records, and accounts of DBFE and its subcontractors that are related to this Project. DBFE and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of DBFE and its subcontractors shall be kept in written form in both electronic and paper formats,

or in a form capable of conversion into written form in electronic and paper formats and within a reasonable time, and upon request to do so, DBFE or its subcontractors, as applicable, shall make same available at no cost to CITY in written form in electronic and paper formats. DBFE and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of seven (7) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or seven (7) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to DBFE's and its subcontractors' records, DBFE and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by DBFE or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

7.3 PUBLIC RECORDS. DBFE and its subcontractors shall comply with all requirements of the Florida Public Records Act; specifically to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the DBFE upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- e. If DBFE does not comply with this section, the CITY shall enforce the contract provisions in accordance with this Agreement and may unilaterally cancel this Agreement in accordance with state law.

Section 119.0701(2)(a), Florida Statutes

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

Custodian of Public Records: SAMANTHA GILLYARD, CITY CLERK

Mailing address: 150 N.E. 2ND AVE.,
DEERFIELD BEACH, FL 33441

Telephone number: 954-480-4213

Email: WEB.CLERK@DEERFIELD-
BEACH.COM

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by DBFE or its subcontractors.

DBFE shall, by written Agreement, require its subcontractors to agree to the requirements and obligations of this Section 7.2.

7.4 BACKGROUND CHECKS: In accordance with Section 38-117 of the City of Deerfield Beach Code of Ordinances, prior to beginning any services under this Agreement, the DBFE shall provide the CITY with a list of all employees who will have access to CITY property, project properties and grant recipient properties. The CITY shall obtain a background check through the National Crime Information Center (NCIC) at the DBFE's expense for each of the DBFE's employees who has access to such properties and who is doing the work required pursuant to this Agreement. The DBFE must ensure a similar check has been done of its subcontractor's employees who will have access to the CITY's property, project properties, or grant recipient properties.

7.4.1 If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the ~~DBFE~~ shall not assign the individual to any CITY property, project property or grant recipient property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the CITY's express written authorization. In the event that the DBFE intends to hire new personnel to perform

the required services, the background checks should be initiated at the time of the hire.

7.4.2 The DBFE shall certify compliance with the requirements of this Article by submitting a completed affidavit in the form attached hereto and made a part hereof as Exhibit “B” to the City within fourteen (14) days prior to the commencement of services under this Agreement. The CITY reserves the right to approve or disapprove whether DBFE employees may perform the services for the CITY. Disapproval would apply solely to this Agreement and shall have no bearing on the DBFE's employment of an individual outside of this Agreement.

7.5 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the DBFE or disputes between CITY staff and the DBFE are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the DBFE and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the DBFE to follow any such determination could be considered a material breach and subject the DBFE to termination for cause. The DBFE agrees that any complaints received by the CITY concerning misconduct on the part of the DBFE, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The DBFE agrees to make any complaints concerning the CITY available to the Office of the City Manager for action as required.

7.6 INDEPENDENT CONTRACTOR. DBFE is an independent contractor under this Agreement. Services provided by DBFE pursuant to this Agreement shall be subject to the supervision of DBFE. In providing such Services, neither DBFE nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to DBFE or DBFE's agents any authority of any kind to bind CITY in any respect whatsoever.

7.7 THIRD PARTY BENEFICIARIES. Neither DBFE nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

7.8 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 of Deerfield Beach
150 N.E. 2nd Avenue

Deerfield Beach, FL 33441

With copy to:

Anthony Soroka, City Attorney
1200 N Federal Highway, Suite 312
Boca Raton, Florida 33432

FOR DBFE:

Nadine M. Jarmon, Executive Director
Deerfield Beach Housing DBFE
533 S. Dixie Highway
Deerfield Beach, FL 33441

7.9 ASSIGNMENT AND PERFORMANCE. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by DBFE of this Agreement or any right or interest herein without CITY's written consent. DBFE represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services. DBFE shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of DBFE's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

7.10 CONFLICTS. Prior to performing any Services, all employees of the DBFE or DBFE contractor or consultant shall be provided a copy the CITY's Conflict of Interest policy and each such employee shall acknowledge in writing their receipt of same. Neither DBFE nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with DBFE's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. DBFE further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or DBFE is not a party, unless compelled by court process. Further, DBFE agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude DBFE or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event DBFE is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, DBFE agrees to require such subcontractors, by written Agreement, to comply with the provisions of this section to the same extent as DBFE. In addition to the foregoing and at all times during the term hereof, the DBFE and its officials,

officers, agents, consultants and employees shall be subject to and comply with CFR Section 511.12 governing Conflicts of Interest, which is expressly incorporated herein.

7.11 MATERIALITY AND WAIVER OF BREACH. CITY and DBFE agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.12 COMPLIANCE WITH LAWS. DBFE shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

7.13 SEVERANCE. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or DBFE elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.14 JOINT PREPARATION. Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for **or** against any party.

7.15 JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, DBFE AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

7.16 AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and DBFE or others delegated DBFE to or otherwise authorized to execute same on their behalf,

7.17 PRIOR AGREEMENTS. This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations,

Agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Agreement, whether oral or written.

7.18 INCORPORATION BY REFERENCE. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.

7.19 REPRESENTATION OF DBFE. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal DBFE.

7.20 MULTIPLE ORIGINALS. Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)

IN WITNESS WHEREOF the parties have caused these presents to be executed.

**DEERFIELD BEACH FAMILY
EMPOWERMENT, INC., a Florida not-
for-profit corporation**

By: _____
Annette Woods Mitchell, President

ATTEST

Date: _____

Dr. Nadine M. Jarmon, Asst. Secretary

**CITY OF DEERFIELD BEACH, a
Florida municipal corporation**

ATTEST:

By: _____
DAVID SANTUCCI, City Manager

SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

ANTHONY C. SOROKA, CITY ATTORNEY



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-564

Agenda Date: 9/14/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the filing of the Local Government Funding Request for Fiscal Year 2021/2022 with the Florida Department of Environmental Protection for projects to mitigate beach erosion in Deerfield Beach; supporting projects for which funding is requested; confirming the City's ability to serve as a local sponsor; confirming the City's ability to fund the appropriate local share of projects; identifying City's funding source; 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 of Deerfield Beach manages several coastal projects along their shoreline, which require planning and budgeting for existing and future projects. In order to qualify and obtain State cost sharing and reimbursement funds, the City must demonstrate eligibility and financial need, which is done through application and/or documentation. Specifically, the Local Government Funding Request (the "LGFR") is required of all Florida coastal protection projects on an annual basis to determine project ranking for funding allocation.

City staff was notified that the Feasibility Study from the Comprehensive Beach Management Plan has been funded through this program in the amount of \$100,000. The State is preparing an agreement for execution.

Recommendation

City Staff recommends the execution of this Resolution with the understanding that most, if not all projects, will require upfront costs with the anticipation of receiving some reimbursement from this State Program.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE FILING OF THE LOCAL GOVERNMENT FUNDING REQUEST FOR FISCAL YEAR 2021/2022 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR PROJECTS TO MITIGATE BEACH EROSION IN DEERFIELD BEACH; SUPPORTING PROJECTS FOR WHICH FUNDING IS REQUESTED; CONFIRMING THE CITY’S ABILITY TO SERVE AS A LOCAL SPONSOR; CONFIRMING THE CITY’S ABILITY TO FUND THE APPROPRIATE LOCAL SHARE OF PROJECTS; IDENTIFYING CITY’S FUNDING SOURCE; PROVIDING AN EFFECTIVE DATE

WHEREAS, on April 18, 2018, the City Commission approved a Beach Management Plan Feasibility Study (the “Plan”) during the Coastal Workshop; and

WHEREAS, staff worked with the City’s consultant to identify potential projects that would be included in the Plan; and

WHEREAS, staff has also looked for various sources of funding in order to implement the Plan; and

WHEREAS, the Florida Department of Environmental Protection (“FDEP”) will reimburse up to 50% of the funds for beach management projects that serve areas of critical concern through the Beach Management Funding Assistant Program (the “Program”), which would include the Southern Deerfield Beach Shoreline Management Projects; and

WHEREAS, in order to be eligible to apply for the Program, the City must meet certain requirements, including confirmation that it is a sponsor of the identified projects, that it can fund the local share of the projects, and that there is a funding source for the projects; and

WHEREAS, staff has budgeted funds for certain projects, and will continue to explore all avenues for funding in order to continue implementation of the Plan; and

WHEREAS, staff has concluded that upon approval of this Resolution by the City Commission, the City will be eligible to submit the Local Government Funding Request for Fiscal Year 2021/2022, attached as Exhibit “A” and incorporated herein by this reference (the “LGFR”), for funding reimbursement through the Program; and

WHEREAS, staff recommends the City Commission authorize the City Manager to submit the LGFR for Fiscal Year 2021/2022 to FDEP in order to receive reimbursement for appropriately identified projects in the Plan.

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

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

Section 2. The City Commission hereby authorizes the filing of the LGFR for Fiscal Year 2021/2022, attached as Exhibit “A,” in order to receive reimbursement for the beach management projects identified in the LGFR and Plan.

Section 3. The City Manager is hereby authorized to execute the documents necessary to effectuate the filing of the LGFR with FDEP.

Section 4. The City Commission hereby supports the projects identified in the LGFR and confirms the City’s ability and desire to serve as the local sponsor for the specified projects.

Section 5. The City Commission hereby confirms the City’s ability to fund the local cost share portion of the LGFR projects utilizing City funds.

Section 6. 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. 2020-577

Agenda Date: 9/14/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals #20-36-IG for fire assessment fee consulting services to Government Services Group, Inc.; authorizing execution of an agreement with Government Services Group, Inc. for an initial three year term in an annual amount not to exceed \$23,350; providing for severability and an effective date. (Funds from Account #001-0600-513-3223 - Assessment Fees)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$23,350

Account Name: Assessment Fees

Account Number: 001-0600-513-3223

Background/History

Please find the attached agenda item request for the City Commission to authorize the execution of a professional services agreement with the Government Services Group, Inc. ("GSG") for the performance of the City's annual fire rescue assessment services. GSG has performed similar services for the City in the past, and is considered an industry leader and court-acknowledged expert in the area of special assessments.

Current Activity

An RFP was issued for Fire Assessment Fee Consulting Services. Details of this competitive solicitation are included in the enclosed Memorandum.

The selected firm/consultant shall deliver a complete fire rescue assessment memorandum report to the Board of Commissioners in compliance with all Federal, State, and Local requirements reflecting the following services performs including, but not limited to: Fire Assessment Consulting Services; Evaluate the City's current documents, ad valorem tax roll information, fire call data, agreements, reports, levels of service, five-year budget expenditure requests, projected long-term capital needs, and other data pertaining to the provision of the fire services; Determine the total fire rescue assessment revenue requirements to ensure that the City recovers the full costs, including direct and indirect; Using the ad valorem roll and existing assessment roll, update fire rescue incident data and revenue requirements; Administer the current fiscal year assessment program and maintain the

assessment roll database; Using a minimum of five (5) years of fire incident reports, correlate the fixed property uses within the reports to comparable property uses on the tax roll; Calculate pro forma schedule and updated rates, revenue requirements, and various rate scenarios from full cost recovery to various percentage of partial cost recovery to assist in budget analyses and assessment program planning; Formulate and present an Annual Assessment Supplement, which documents data adjustment and modification as well as updated pro forma assessment rates; Prepare the critical events schedule for the upcoming fiscal year to ensure adherence to statutory deadlines and maintain the current fiscal year database; Calculate and confirm the pro forma schedule of rates for all classifications, based on a fair and reasonable apportionment methodology with the accurate classification of parcels (residential and non-residential to include commercial, industrial/warehouse, and institutional), along with revenue requirements for the relevant fiscal year assessment program; Ensure the recommended assessment rates and parcel classification comply with all statutory requirements and compatibility with the tax bill method of collection; Assist the City with calculation, development, and adoption of implementing ordinances and/or resolutions; Assist the City with recurring annual rate calculation, development, and adoption of ordinances and/or resolutions, which include Council communication and exhibits (to be detailed and itemized under “recurring costs”).

A pre-work meeting and an exit conference with the CFO and the selected firm’s representatives will be held prior to the assessment and once a draft report is completed. Observations and recommendations must be summarized in the draft report and discussed with the CFO, City Manager, and each Commissioner prior to the finalization of the report. The selected firm will be required to present the final report to the Commissioners at a scheduled public meeting. The City will require a minimum of seven (7) and one (1) ADA compliant electronic copy of the final assessment report two weeks prior to the scheduled public meeting.

The selected firm will also provide advice and assist with the legal requirements for the adoption of the annual assessment rate resolution and certification of the assessment roll in accordance with section 197.3632, Florida Statutes including: (a) the development of the TRIM notice or the first class notice and its distribution to any affected property owners, (b) publication of the public hearing and (c) the certification of the assessment roll to the appropriate governmental agencies. The Consultant may be required to provide additional services regarding challenges, public protests, administrative hearings or similar matters. The Consultant shall be available to represent the City, serve as an expert witness and provide supporting documentation as necessary and review current Inter-Local Agreements with third parties and related City Ordinances, including Annual Rate Resolutions, for any changes that may be necessary to meet current legal standards, or to incorporate any changes that may be adopted by the City as a result of this study.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND AWARD OF REQUEST FOR PROPOSALS #20-36-IG FOR FIRE ASSESSMENT FEE CONSULTING SERVICES TO GOVERNMENT SERVICES GROUP, INC.; AUTHORIZING EXECUTION OF AN AGREEMENT WITH GOVERNMENT SERVICES GROUP, INC. FOR AN INITIAL THREE YEAR TERM IN AN ANNUAL AMOUNT NOT TO EXCEED \$23,350; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) desires to enter into an agreement for the provision of fire assessment fee consulting services (the “Services”); and

WHEREAS, the City issued Request for Proposals #20-36-IG for Fire Assessment Fee Consulting Services (the “RFP”); and

WHEREAS, the RFP was advertised in the legal notices section of the Sun Sentinel on August 14, 2020, and the notice was also sent to 156 prospective respondents via the e-Procurement Marketplace; and

WHEREAS, six firms viewed the RFP documents; and

WHEREAS, on August 28, 2020 at 1:00 p.m., the due date and time for the responses, the Purchasing and Contract Division (the “Division”) unsealed the sole responsive proposal that was timely received, and reviewed the proposal to ensure it met the RFP requirements; and

WHEREAS, the evaluation committee independently reviewed and scored the responsive proposal from Government Services Group, Inc. (“GSG”) in accordance with the weighted criteria stated in the RFP prior to the first evaluation committee meeting; and

WHEREAS, the evaluation meeting was held on September 4, 2020 to score the proposal based on the weighted criteria stated in the RFP; and

WHEREAS, following the initial ranking, the evaluation committee was unanimous in their decision to make a recommendation to the City Commission to approve the ranking and award the contract to GSG; and

WHEREAS, staff recommends that the City Commission approve the ranking and award of the RFP to GSG, and authorize execution of an agreement with GSG for the provision of the Services in an annual amount not to exceed \$23,350 for a three year initial term, with three (3), three year renewal options (the “Agreement”).

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

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

Section 2. The City Commission hereby approves the award of the RFP to GSG for the Fire Assessment Fee Consulting Services.

Section 3. The City Manager is hereby authorized to execute an Agreement with GSG, in an annual amount not to exceed \$23,350, consistent with the terms of the RFP, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Memorandum

TO: Stephanie Tinsley, Chief Financial Officer

FROM: Ivelsa Guzman, Purchasing Manager

DATE: September 3, 2020

RE: **Fire Assessment Fee Consulting Services, RFP #20-36-IG**

The Purchasing and Contract Administration Division recently issued a Request for Proposals (RFP) for Fire Assessment Fee Consulting Services. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The RFP was advertised in the legal notices section of the Sun-Sentinel on August 14, 2020.
- The notice was also sent to One Hundred and Fifty-Six (156) prospective Offeror's via the e-Procurement Marketplace.
- Six (6) vendors viewed the documents of the RFP.
- On August 28, 2020, at 1:00 PM, the due date and time, the Purchasing and Contract Administration Division closed and unsealed Two (2) proposals received virtually via Zoom. The proposals were reviewed by the Purchasing and Contract Administration Division to ensure the proposals met the RFP requirements.
- Subsequently, each member of the evaluation committee appointed by the City Commission received their evaluation packages that consisted of: evaluation committee policies and procedures, original RFP, addenda, submittals, and the evaluation sheets.
- Each evaluation committee member independently reviewed and scored the submittals in accordance with the weighted stated in the RFP prior to the public evaluation meeting held on Friday, September 4, 2020, at 11:00 AM via Zoom due to the COVID-19 Pandemic. The Evaluation Committee consisted of: Stephanie Tinsley, Chief Financial Officer; Allison Teslia, Budget Manager; and Matthew Pellitteri, Fire Chief.
- The proposals were evaluated based on the following weighted criteria:

Criteria	Weight
Responsiveness to the RFP	1
Time Spent by Principals	1
Methodology, Management Approach, Technique	2

Qualifications and Experience of Principals and Staff	3
Price	3

- The proposals were ranked as follows:

Ranking	Stephanie Tinsley	Allison Tesla	Matthew Pellitteri	Total	Ranking
Government Services Group	96 / 1	93 / 1	100 / 1	3	1

- Following the initial ranking, the evaluation committee concluded and was unanimous in their decision to make a recommendation to the City Commission to approve the ranking and award the contract to Government Services Group, Inc.
- Reference checks were conducted on Government Services Group, Inc. and revealed positive ratings.
- Documentation related to this solicitation may be obtained by emailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, Government Services Group, Inc. is the number one (1) ranked Offeror. Therefore, Staff recommends the award of this contract to Government Services Group, Inc.

Please use this memorandum and all attachments as your backup to the City Manager for the next available Commission Meeting.

Att: Bid Tabulation Summary, Scope of Service

Event Number	20-36-IG Addendum 1	Organization	City of Deerfield Beach
Event Title	Fire Assessment Fee Consulting Services	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is soliciting proposals	Event Owner	Ivelsa Guzman
Event Type	RFP	Email	iguzman@deerfield-beach.com
Issue Date	8/14/2020 10:23:17 AM (ET)	Phone	(954) 480-4486
Close Date	8/28/2020 01:00:00 PM (ET)	Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Government Services Group, Inc	Tallahassee	FL	8/28/2020 07:55:58 AM (ET)	2	\$23,350.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

SECTION VI - SCOPE OF SERVICES

The selected firm shall deliver a complete fire rescue assessment memorandum report to the Board of Commissioners in compliance with all Federal, State, and Local requirements reflecting the following services performs including, but not limited to the following:

1. Fire Assessment Consulting Services

- a. Evaluate the City's current documents, ad valorem tax roll information, fire call data, agreements, reports, levels of service, five-year budget expenditure requests, projected long-term capital needs, and other data pertaining to the provision of the fire services.
- b. Determine the total fire rescue assessment revenue requirements to ensure that the City recovers the full costs, including direct and indirect, of: (a) net fire rescue service delivery revenue requirements (b) implementing the program and (c) collecting the assessments using the City's current financial information.
- c. Using the ad valorem roll and existing assessment roll, update fire rescue incident data and revenue requirements. Administer the current fiscal year assessment program and maintain the assessment roll database.
- d. Using a minimum of five (5) years of fire incident reports, correlate the fixed property uses within the reports to comparable property uses on the tax roll.
- e. Calculate pro forma schedule and updated rates, revenue requirements, and various rate scenarios from full cost recovery to various percentage of partial cost recovery to assist in budget analyses and assessment program planning.
- f. Formulate and present an Annual Assessment Supplement, which documents data adjustment and modification as well as updated pro forma assessment rates.
- g. Prepare the critical events schedule for the upcoming fiscal year to ensure adherence to statutory deadlines and maintain the current fiscal year database.
- h. Calculate and confirm the pro forma schedule of rates for all classifications, based on a fair and reasonable apportionment methodology with the accurate classification of parcels (residential and non-residential to include commercial, industrial/warehouse, and institutional), along with revenue requirements for the relevant fiscal year assessment program.
- i. Ensure the recommended assessment rates and parcel classification comply with all statutory requirements and compatibility with the tax bill method of collection.
- j. Assist the City with calculation, development, and adoption of implementing ordinances and/or resolutions.
- k. Assist the City with recurring annual rate calculation, development, and adoption of ordinances and/or resolutions, which include Council communication and exhibits (to be detailed and itemized under "recurring costs").

- I. A pre-work meeting and an exit conference with the CFO and the selected firm's representatives will be held prior to the assessment and once a draft report is completed. Observations and recommendations must be summarized in the draft report and discussed with the CFO, City Manager, and each Commissioner prior to the finalization of the report. The selected firm will be required to present the final report to the Commissioners at a scheduled public meeting. The City will require a minimum of seven (7) and one (1) ADA compliant electronic copy of the final assessment report two weeks prior to the scheduled public meeting.

2. Related Legal Services

- a. Advice and assist with the legal requirements for the adoption of the annual assessment rate resolution and certification of the assessment roll in accordance with section 197.3632, Florida Statutes including: (a) the development of the TRIM notice or the first-class notice and its distribution to any affected property owners, (b) publication of the public hearing and (c) the certification of the assessment roll to the appropriate governmental agencies.
- b. The Consultant may be required to provide additional services regarding challenges, public protests, administrative hearings or similar matters. These items would be billed as additional services at a separate hourly rate.
- c. The Consultant shall be available to represent the City, serve as an expert witness and provide supporting documentation as necessary.
- d. Review current Inter-Local Agreements with third parties and related City Ordinances, including Annual Rate Resolutions, for any changes that may be necessary to meet current legal standards, or to incorporate any changes that may be adopted by the City as a result of this study.

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City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-576

Agenda Date: 9/14/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, APPROVING THE AWARD OF INVITATION TO BID #20-50-IG FOR CAPITAL EQUIPMENT FINANCING TO JP MORGAN CHASE BANK, N.A.; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH JP MORGAN CHASE BANK, N.A.; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for October 6, 2020

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$4M + interest and cost of issuance

Account Name: Capital Lease Proceeds

Account Number: 3892000

Background/History

The City of Deerfield Beach seeks capital equipment financing for lease-purchase of vehicles and other large dollar valued capital equipment typically used in the City's Department of Sustainable Management, Environmental Services, and Fire Rescue operations. Lease-purchase financing allows usage of an asset that we may otherwise not be able to afford.

Current Activity

The Purchasing and Contract Administration Division (the "Division") issued an Invitation to Bid for Capital Equipment Financing, ITB #20-50-IG. This formal competitive solicitation complies with the City of Deerfield Beach's procurement requirements. Four proposals were received. The apparent low Offeror, JP Morgan Chase Bank, N.A. met all the ITB requirements. The Division met with the Chief Financial Officer to discuss the bids and concluded that JP Morgan's bid met all the requirements of the ITB.

City staff has negotiated a lease finance agreement with JP Morgan for the financing of 39 vehicles for a three year term, in the amount of \$4,054,690.88 with an interest rate of 0.94% (the "Agreement").

Pursuant to Section 3.16 of the City Charter, the authorization of the borrowing of money must be by

ordinance.

Recommendation

Staff recommends approval of this ordinance on first reading.

ORDINANCE NO. 2020/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, APPROVING THE AWARD OF INVITATION TO BID #20-50-IG FOR CAPITAL EQUIPMENT FINANCING TO JP MORGAN CHASE BANK, N.A.; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH JP MORGAN CHASE BANK, N.A.; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”), a municipal corporation of the State of Florida, is authorized by the laws of the State of Florida to purchase, acquire, and lease certain equipment and other property for the benefit of the City and its residents and to enter into contracts with respect thereto; and

WHEREAS, the City desires to enter into an agreement for the acquisition, purchase, and financing of certain property consisting of 39 vehicles for the Department of Sustainable Management, Environmental Services, and Fire Rescue (the “Equipment Financing”); and

WHEREAS, the City issued Invitation to Bid No. 20-50-IG for Capital Equipment Financing (the “ITB”); and

WHEREAS, the ITB was advertised in the legal notices section of the Sun Sentinel on August 11, 2020, and the notice was also sent to 94 prospective bidders via the e-Procurement Marketplace; and

WHEREAS, 10 vendors viewed the ITB documents; and

WHEREAS, on August 25, 2020 at 11:00 a.m., the ITB due date and time, the Purchasing and Contract Division (the “Division”) closed and unsealed the four bids that were timely received and reviewed the bids to ensure they met the ITB requirements; and

WHEREAS, JP Morgan Chase Bank, N.A. (“JP Morgan”) was the apparent lowest bidder; and

WHEREAS, the Division met with the Chief Financial Officer to discuss the bids and concluded that JP Morgan’s bid met all the ITB requirements; and

WHEREAS, City staff has negotiated a lease finance agreement with JP Morgan for the financing of 39 vehicles for a three year term, in the amount of \$4,054,690.88 with an interest rate of 0.94% (the “Agreement”); and

WHEREAS, the City Commission has determined that it is in the best interests of the City to approve the award of the ITB to JP Morgan, the lowest responsive and responsible bidder to the ITB, and authorize execution of an Agreement with JP Morgan for Equipment Financing.

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. The City Commission hereby approves the award of the ITB to JP Morgan for Equipment Financing.

Section 3. The City Manager is hereby authorized to execute the Agreement with JP Morgan for Equipment Financing, consistent with the terms of the ITB, 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. As a condition of approval of the Agreement, JP Morgan must acknowledge that the City contracts with BSO for fire services and that BSO personnel will use the equipment subject to the Agreement.

Section 5. Pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the “Code”), the City hereby specifically designates the Agreement as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code.

Section 6. That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Ordinance.

Section 7. 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 8. 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 9. 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 10. 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



Memorandum

TO: Stephanie Tinsley, Chief Financial Officer

FROM: Ivelsa Guzman, Purchasing Manager

DATE: August 25, 2020

RE: **Capital Equipment Financing, ITB #20-50-IG**

The Purchasing and Contract Administration Division issued an Invitation to Bid for Capital Equipment Financing, ITB #20-50-IG. This formal competitive solicitation complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The ITB was advertised in the legal notices section of the Sun-Sentinel on August 11, 2020.
- The notice was also sent to Ninety-four (94) prospective Offeror's via the e-Procurement Marketplace.
- Ten (10) vendors viewed the documents of the ITB.
- Two (2) Addendums were issued to make changes, additions, and deletions to the ITB documents.
- On Tuesday, August 25, 2020, at 11:00 a.m., the due date and time, the Purchasing and Contract Administration Division closed and unsealed four (4) proposals received. The proposals were reviewed by the Purchasing and Contract Administration Division to ensure the proposals met the ITB requirements.
- Three (3) Offerors submitted No Bids: Bank Funding, LLC due to they were unable to complete the required bid documents at this time; Bci Capital, Inc. due to they were unable to submit a bid at this time; PNC Equipment Finance, LLC to they were unable to submit a bid at this time.
- One (1) Offeror, Branch Banking & Trust (BB&T) was deemed Non-Responsive for not providing the following required documents:
 - Financial Plan, Capital, and Capabilities
 - Past Capital Equipment Financing for Lease-Purchases
 - Certificate of Competency and/or State Registration
 - Copies of Applicable Licenses and Certifications
 - Proof of Insurability
 - Corporate Annual Report

- Local Business Tax Receipt
- Attachment A – Vendor Performance Reference Verification Survey Form
- The apparent low Offeror, JP Morgan Chase Bank, N.A. met all the ITB requirements and meets the Local Business Preference Program as per City Ordinance 38-128, stated in the ITB documents. Also, JP Morgan Chase Bank, N.A. submitted the two (2) following Proposed Financing which are listed on the Leasing Summary Matrix:
 - **Option 1:** 0.94% (3 yrs. semiannual principal and interest, 1.05% (5 yrs. semiannual principal + interest).
 - **Option 2:** 1.05% (3 yrs. semiannual principal + interest), 1.16% (5 yrs. semiannual principal + interest).
- One (1) Offeror, Vision Financial Group provided evidence for meeting the Disadvantage Business Enterprise Program as per City Ordinance Section 38-142, stated in the ITB documents. For the purpose of determining the best value in the award of a competitive solicitation where both the local business and disadvantaged business preference are applicable, the local business preference shall take precedence over the disadvantaged business preference.
- The Purchasing and Contract Administration Division reviewed the responses and discussed them with the Chief Financial Officer and concluded that JP Morgan Chase Bank, N.A. response meets all the requirements of the ITB.
- Reference checks were conducted on JP Morgan Chase Bank, N.A. and revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, JP Morgan Chase Bank, N.A. is the low, responsive and responsible Offeror able to meet the ITB requirements; therefore, the award recommendation of this contract is to JP Morgan Chase Bank, N.A.

Please use this memorandum and all attachments as your backup to the City Manager for the September 14, 2020 Commission Meeting.

Att. Leasing Summary Matrix, Bid Summary, Recommended Offeror's Submittal, Vendor References – Check List, Scope of Services

Deerfield Beach RFP Financial Summary

Institution	JP Morgan Chase Bank N.A.	US Bancorp Governmental Leasing	Vision Financial Group, Inc.
Contact Name	Ralph Hildevert	Denise Beauchamp, VP	Kevin Canepa
Address	1450 Brickell Ave 33 rd. floor, Miami FL 33131	3643 Spyglass Ct. Green Cove Springs, FL 32043	615 Iron City Drive, Pittsburgh, Pa. 15205
Email	ralph.hildevert@jpmorgan.com	denise.beauchamp@usbank.com	kevin@vfgusa.com
Contact Phone	305-579-9320	904-284-3520	412-539-1500
Amount	\$4,054,690.88	\$4,054,690.88	\$4,054,690.88
Interest Rate: Formula	Option 1: 0.94% (3 yrs. semiannual principal and interest 1.05% (5 yrs. semiannual p+i) Option 2: 1.05% (3 yrs. semiannual p+i) 1.16% (5 yrs. semiannual p+i)	1.027% (3 yrs.) 1.130% (5 yrs.)	3.160% (3 yrs.) 2.990% (5 yrs.)
Call provisions:	Option 1: Make whole Option 2: Repayable without penalty on any payment date	See repayment below	Not provided
Expiration Date	26-Nov-20	October 15, 2020 closing	Funding by August 27, 2020
Pre-Payment	Option 1: Make whole Option 2: Repayable without penalty on any payment date	Repayable after 13 months on any payment date at the make whole or 103% of outstanding balance, which ever is lower.	None provided
Rate Held Until:	Not held. The rate will be set 3 days prior to closing	Not Addressed	Not Addressed
Bank Counsel Fees:	Not Addressed	Not Addressed	Not Addressed
Issuance Costs			
Covenants:	The Interest Rate and Payment quoted herein are based on current market rates as indicated by the 2- Year and 3-Year Interest Rate Swap ("Index Rate"), which was 0.222% and 0.234% as of August 21, 2020. For every change in the Index Rate, an adjustment will be made to the Interest Rate and Payment in order to maintain Lessor's economics. The final Interest Rate and Payment will be agreed to 3 days prior to closing. Rate Calculation: (IR Swap * 79%) + Spread = All-In Rate. Option 1: Example: 2-Year Swap = (0.222% * 79%) + 0.76462% = 0.94%. Example: 3-Year Swap = (0.234% * 79%) + 0.86514% = 1.05%. Option 2: Example: 2-Year Swap = (0.222% * 79%) + 0.87462% = 1.05%. Example: 3-Year Swap = (0.234% * 79%) + 0.97514% = 1.16 %. Lessor reserves the right to adjust the pricing proposed in order to maintain Lessor's anticipated economic return as a result of material adverse change.	Funds deposited to escrow account at US Bank N.A. If amount exceeds \$5 million a tax opinion is required. The financing will be structured as a Master Tax-Exempt Lease Purchase, with title in the Borrower's name secured by a covenant to return the equipment in the event of a default or non-appropriation pursuant to required "no lien" structure in FL (January 31, 1980 Attorney General Opinion regarding security interest not permitted by municipalities). Documentation will be provided by USBGLF, including (i) standard representations, warranties and covenants by the Borrower pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the Borrower within a reasonable time and in form and substance acceptable to Borrower, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal. Sample documents available on request. This Proposal is conditioned on there being no material adverse change in the financial condition of the Borrower. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel.	A PERFORMANCE/PAYMENT BOND WILL BE REQUIRED ON THIS PROJECT SHOULD THE VENDOR REQUIRE PAYMENT PRIOR TO DELIVERY AND ACCEPTANCE. The proposal not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation. Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor. This transaction must be credit approved, all documents properly executed and returned to Vision Financial Group, Inc. and the <u>transaction funded on ALL proposals on or before August 27, 2020</u> . If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligor or its assignees, then Obligor or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety. This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended. OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.
3 yr. total principal and interest	Option 1: \$4,110,498.61 and \$4,160,190.88	\$4,119,208.82	Not provided
5 yr. total principal and interest	Option 2: \$4,117,058.62 and \$4,171,340.12	\$4,172,222.75	Not Provided
References:	N/A	N/A	N/A

SECTION VI – SCOPE OF SERVICES

1. General

- a. The City of Deerfield Beach is seeking capital equipment financing for lease-purchase of (39) vehicles. The amount to be financed is approximately: Four Million and Fifty-Four Thousand, Six Hundred and Ninety Dollars and Eighty-Eight cents (\$4,054,690.88) excluding cost of issuance. This equipment will be used in the City's Department of Sustainable Management, Environmental Services and Fire Rescue operations. The Description of Equipment, Manufactured Year and Amount to be Financed are listed below.

Description of Equipment	Manufactured Year	Amount to be Financed
Osage Super Warrior Type 1 Medium Duty Ambulance built on a freightliner M2 Chassis (fire)	2020	\$382,041.00
Pierce Velocity PUC Pumper (fire)	2020	\$826,928.00
2020 AUTOCAR ACS64 AUTOMATIC SIDE LOAD REPLACES 5122 AND 5127 (Solid Waste)	2020	\$357,634
2020 AUTOCAR ACS64 AUTOMATIC SIDE LOAD REPLACES 5122 AND 5127 (Solid Waste)	2020	\$357,634
Ford F250 (road & bridge)	2020	\$40,000
Ford F250 (road & bridge)	2020	\$40,000
HIGHLANDER V6LE AWD	2019	\$40,058.36
TRANSIT250HR CARGO VAN	2019	\$41,792.42
TACOMA SR5	2019	\$33,657.00
TACOMA SR5	2019	\$33,657.00
TACOMA SR5	2019	\$26,240.00
TACOMA SR5	2019	\$33,657.00
RAV 4 LE FWD	2019	\$25,795.00

City of Deerfield Beach
Capital Equipment Financing, ITB # 20-50-IG

Description of Equipment (cont'd)	Manufactured Year	Amount to be Financed
VAC TRON HTV 573	2019	\$141,176.44
TRANSIT UTILITY CARGO VAN	2019	\$28,252.50
250 HR CARGO VAN	2019	\$36,330.00
301.7D CR MINI HYDRAULIC EXCAVATOR	<u>2019</u>	<u>\$28,413.00</u>
TACOMA SR5	2019	\$33,657.00
F450 4X4 CREW CAB W/ALUMINUM DUMP	<u>2019</u>	<u>\$55,799.50</u>
F250 SRW 4X4 PICK UP	2020	\$29,120.00
F250 SUPER CAB 4WD	2019	\$33,764.50
F250 SUPER CAB 4X2	2020	\$41,583.00
HIGHLANDER LE FWD	2019	\$29,104.00
F750 REG CAB WITH 8 YRD DUMP BODY	2019	\$80,990.71
T250 TRANSIT CARGO VAN	2019	\$25,953.16
F350 4X2 CREW CAB/W ALUMINUN DUMP BODY	<u>2019</u>	<u>\$22,275.00</u>
F350 4X2 CREW CAB/W ALUMINUN DUMP BODY	<u>2019</u>	<u>\$41,364.69</u>
F350 4X2 CREW CAB/W ALUMINUN DUMP BODY	<u>2019</u>	<u>\$41,364.69</u>
F450 AERIAL BUCKET TRUCK	2019	\$87,352.51
F350 DUMP TRUCK	2019	\$42,530.63

Description of Equipment (cont'd)	Manufactured Year	Amount to be Financed
F350 DUMP TRUCK	2019	\$42,530.63
F350 DUMP TRUCK	2019	\$42,530.63
COROLLA 4DR SEDAN	2019	\$16,898.40
F-150 PICKUP TRUCK SUPER CREW 4X2	2019	\$34,884.27
25 PASSENGER BUS	2019	\$98,324.00
2019 Toyota Model 6942 VIN: 5TDZARFH0KS054257	<u>2019</u>	<u>\$29,104.00</u>
One Osage super warrior type 1 Ambulance	2019	\$403,420.84
TYMCO STRRET SWEEPER	2019	\$249,744.00
PASSENGER BUS/CHAIRLIFT	2019	\$99,128.00

- b. The City's Taxpayer Identification Number (TIN) is 59-6000305.

2. Capital Equipment

The equipment to be leased under the ensuing Lease-Purchase Agreement are six (6) vehicles, including Fire Engines and Ambulances, to be used by the Fire Rescue operations and Collection recycling vehicles and garbage trucks to be used by the City's Sustainable Management operations.

3. City Background Information

- a. The City is the most northeast community in Broward County, and it borders Boca Raton and Palm Beach County to the north, the Atlantic Ocean to the east, the Florida Turnpike to the west, the City of Pompano Beach and Lighthouse Point to the south.
- b. The City of Deerfield Beach is located on the world-famous gold coast of Southeast Florida. The City is home to more than 79,000 residents and prestigious employers. The City of Deerfield Beach provides services and quality of life that help residents and employers alike enjoy the lifestyle of South Florida and prosper in an ever-growing international economy. The City has an annual budget of approximately One-Hundred and Ninety-Four Million and Eight Hundred Thousand Dollars (\$194,800,000.00). The City's Bond ratings are as follows:

- Fitch: AA-
- Moody's: Aa3
- Standard & Poor: AA-

4. Lease-Purchase Term

The City is seeking to finance the lease-purchases for thirty-six (36) or sixty (60) months. The Offeror shall provide an amortization schedule for both terms, including the fixed rate at which you are proposing to finance each option. The City shall make a decision on the lease-purchase term in the best interest of the City. The City will only consider fixed interest rate options for the financings in question.

5. Purchase Option

The City (Lessee) shall have the right in its sole discretion and option to purchase the leased vehicles in the amount of One Dollar (\$1.00) and other valuable consideration at the end of the lease-purchase term.

6. Operating and Maintenance Expenses

The City shall be responsible for the operating and maintenance expenses of the vehicles subject to the lease-purchase agreement.

7. Third-Party Offers

The City will not accept an offer which provided conduit financing from a third-party or parties. The successful Offeror shall be the sole financial lender.

8. Title

Encumbered title to the vehicles shall remain with the City during the lease-purchase term. Upon fulfillment of the City's obligations subject to the lease-purchase agreement, title of the vehicles shall be unencumbered.

9. Payment

Payment shall be made monthly in advance and shall be invoiced at least twenty (20) days before the due date.

10. Pre-Payment

The City shall have the option to pre-pay its obligations under the Lease-Purchase Agreement with no pre-payment penalty or additional costs.

11. Lease-Purchase Agreement

Offeror shall include in their response submittal a copy of their firm's Standard Draft Lease-Purchase Agreement which will be executed by the successful Offeror and the City. All terms and conditions contained in this ITB document, shall take precedence over any conflicting or contrary terms and conditions in the Lease-Purchase Agreement.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-568

Agenda Date: 9/14/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Invitation to Bid #20-42-JW for Wastewater Lift Station 25 to Southern Underground Industries, Inc.; authorizing execution of an agreement with Southern Underground Industries, Inc. in an amount not to exceed \$412,000; providing for severability and an effective date. (Funds from Account #413-5000-536-60-31 - Improvement 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: \$412,000.00

Account Name: Improvement other than Buildings

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

Background/History

Wastewater Lift Station 25 is located on the southwest corner of the intersection of Hillsboro Boulevard (SR 810) and SW 12th Avenue in the City of Deerfield Beach (the "City"). In addition to the lift station showing signs of wear and tear, the existing lift station is undersized to handle recent developments, including the Wawa service station and the Deerfield Station development. The developer for Deerfield Station made contributions to accelerate the lift station improvements. They provided the complete design package for the construction of a new station and made a cash contribution of \$150,000 towards the cost of construction for the new station with sufficient capacity and functional reliability. Sufficient standard sewer connection fees from new developments have been collected to support the remaining cost of the new lift station. The construction of a new lift station will provide a sustainable solution to meet current needs as well as any proposed future re-development of the service area complying with current Federal, State, and Local regulations.

Current Activity

The City issued Invitation to Bid #20-42-JW for Wastewater Lift Station 25 (the "ITB") on July 1, 2020, in compliance with the City's procurement requirements. After advertisement in the Sun-Sentinel and solicitation to 352 prospective Offeror's via the e-Procurement Marketplace, 11 vendors viewed the ITB documents. A Non-Mandatory Site Visit was held on July 7, 2020 between 9:00 a.m. to 11:00 a.m. On July 31, 2020 at 3:00 p.m. EST, the Purchasing and Contract Administration

Division closed and unsealed four bids. Southern Underground Industries, Inc. ("Southern") was the apparent lowest bidder. The Purchasing and Contract Administration Division reviewed the response and discussed it with the Environmental Services Department and concluded that Southern's bid meets all the requirements of the ITB. Therefore, staff is recommending award of the subject contract to Southern.

Recommendation

It is recommended that the City Commission approve the resolution to award a contract to Southern Underground Industries, Inc. in the amount of \$412,000 and authorize the City Manager to execute the contract.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF INVITATION TO BID #20-42-JW FOR WASTEWATER LIFT STATION 25 TO SOUTHERN UNDERGROUND INDUSTRIES, INC.; AUTHORIZING EXECUTION OF AN AGREEMENT WITH SOUTHERN UNDERGROUND INDUSTRIES, INC. IN AN AMOUNT NOT TO EXCEED \$412,000; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) desires to enter into an agreement with a contractor to provide construction services for a new wastewater lift station and demolition of existing wastewater lift station 25 (the “Services”); and

WHEREAS, the City issued Invitation to Bid No. 20-42-JW for Wastewater Lift Station 25 (the “ITB”); and

WHEREAS, the ITB was advertised in the legal notices section of the Sun Sentinel on July 1, 2020, and the notice was also sent to 352 prospective bidders via the e-Procurement Marketplace; and

WHEREAS, 11 vendors viewed the ITB documents; and

WHEREAS, on July 31, 2020 at 3:00 p.m., the ITB due date and time, the Purchasing and Contract Division (the “Division”) unsealed the four bids that were timely received, and reviewed the bids to ensure they met the ITB requirements; and

WHEREAS, Southern Underground Industries, Inc. (“Southern”) was the apparent lowest bidder; and

WHEREAS, the Division met with the Environmental Services Department to discuss the bids and concluded that Southern’s bid met all the requirements of the ITB; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to Southern, the lowest responsive and responsible bidder to the ITB, and authorize execution of an agreement with Southern, attached as Exhibit “A,” for the Services in the amount not to exceed \$412,000 (the “Agreement”).

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

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

Section 2. The City Commission hereby approves the award of the ITB to Southern for the Services.

Section 3. The City Manager is hereby authorized to execute the Agreement with Southern, attached as Exhibit "A," for the Services in an amount not to exceed \$412,000, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Memorandum

TO: Tom Good, Assistant City Manager
FROM: Jeremin Worlds, Senior Buyer
THRU: Ivelsa Guzman, Purchasing Manager
DATE: August 17, 2020
RE: **Wastewater Lift Station 25, ITB #20-42-JW**

The Purchasing and Contract Administration Division issued an Invitation to Bid (ITB) for Wastewater Lift Station 25, ITB #20-42-JW. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The ITB was advertised in the legal notices section of the Sun-Sentinel on July 1, 2020. The notice was also sent to three hundred fifty-two (352) prospective Offeror's via the e-Procurement Marketplace.
- Eleven (11) vendors viewed the documents of the ITB.
- On July 7, 2020 at 9:00 a.m. to 11:00 a.m., a Non-Mandatory Site Visit and Examination was held. Due to COVID-19 Emergency, all CDC guidelines were followed.
- There were three (3) no bids: Axios Industrial due to: they could not submit a bid due to work related constraints. Southeastern Engineering Contractors, Inc. due to: their schedule did not allow participation at this time, The BG Group, LLC due to: they do not provide the services as requested in the ITB.
- One (1) Addendum was issued to make additional information visible to prospective Offerors.
- On July 31, 2020 at 3:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed four (4) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the ITB requirements.
- The apparent lowest Offeror, Southern Underground Industries, Inc. met all the ITB requirements.
- The Purchasing and Contract Administration Division reviewed the response and discussed it with the Environmental Services and concluded that Southern Underground Industries, Inc. response meets all the requirements of the ITB.
- Reference checks were conducted on Southern Underground Industries, Inc. and revealed

positive ratings.

- Documentation related to this solicitation may be obtained by emailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, Southern Underground Industries, Inc. is the lowest, responsive and responsible Offeror able to meet the ITB requirements; therefore, the award recommendation of this contract is to Southern Underground Industries, Inc.

Please use this memorandum and all attachments as your backup to the Environmental Services for the next available Commission Meeting.

Att. Tabulation Summary, Bid Tabulation, Scope of Work

c: Priscilla Cygielnik, Assistant Director of Engineering & Operations

Event Number	20-42-JW Addendum 1	Organization	City of Deerfield Beach
Event Title	Wastewater Lift Station 25	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is soliciting seal	Event Owner	Jeremin Worlds
Event Type	ITB (Commodity)	Email	jworlds@deerfield-beach.com
Issue Date	7/1/2020 05:07:55 PM (ET)	Phone	(954) 480-4415
Close Date	7/31/2020 03:00:00 PM (ET)	Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Southern Underground Industries	Miami Lakes	FL	7/31/2020 02:06:02 PM (ET)	3	\$412,000.00
Hinterland Group, Inc.	Riviera Beach	FL	7/31/2020 02:52:13 PM (ET)	3	\$438,000.00
Foster Marine Contractors, Inc.	Wellington	FL	7/31/2020 01:53:59 PM (ET)	3	\$464,800.00
Intercounty Engineering, Inc.	Pompano Beach	FL	7/31/2020 02:44:19 PM (ET)	3	\$522,740.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

1	General Construction - Lump Sum Payment. Full Compensation for Providing all Work as Shown and Specified in all ITB Package.						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Hinterland Group, Inc.	1	Lump Sum		\$20,000.00	\$20,000.00	
	Foster Marine Contractors, Inc.	1	Lump Sum		\$36,400.00	\$36,400.00	
	Intercounty Engineering, Inc.	1	Lump Sum		\$48,274.00	\$48,274.00	
	Southern Underground Industries	1	Lump Sum		\$62,000.00	\$62,000.00	
2	All Work described in the ITB Package and not listed under other pay items.						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Southern Underground Industries	1	Lump Sum		\$310,000.00	\$310,000.00	
	Hinterland Group, Inc.	1	Lump Sum		\$378,000.00	\$378,000.00	
	Foster Marine Contractors, Inc.	1	Lump Sum		\$388,400.00	\$388,400.00	
	Intercounty Engineering, Inc.	1	Lump Sum		\$434,466.00	\$434,466.00	
3	Contingency (Part of Bid Line, Items 1 and 2)						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Southern Underground Industries	1	Lump Sum		\$40,000.00	\$40,000.00	
	Foster Marine Contractors, Inc.	1	Lump Sum		\$40,000.00	\$40,000.00	
	Hinterland Group, Inc.	1	Lump Sum		\$40,000.00	\$40,000.00	
	Intercounty Engineering, Inc.	1	Lump Sum		\$40,000.00	\$40,000.00	

SECTION VI - SCOPE OF WORK

1. General

- A. The Work to be performed under this Contract shall consist of furnishing all equipment, materials, supplies, transportation and for the performance of all labor, work, or other operations required in accordance with the Contract Documents. The Work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete the Work in good faith shall be performed, furnished, and installed by the CONTRACTOR as though originally so specified or shown, at no additional cost to the CITY. In general, the Work consists of construction of a new wastewater lift station and demolition of the existing station. The Work also include obtaining all required permits. The CONTRACTOR is responsible to coordinate with electrical power provider and pay for all fees and cost for installation of all electrical services to the new lift station. All work shall be in compliance with all applicable federal, state and local laws and regulations.
- B. The CONTRACTOR shall perform the work complete, in place, where applicable and make ready for continuous service, and shall include repairs, replacements and restoration required as a result of damages caused during this construction.
- C. Furnish and install all materials, equipment and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not.

2. Requirements:

Section 01010	Summary off Work
Section 01025	Measurement and Payment
Section 01043	Coordination with Owner's Operations
Section 01045	Cutting and Patching
Section 01060	Regulatory Requirements and Reference Standards
Section 01200	Contract Meetings
Section 01300	Submittals
Section 01310	Progress Schedules
Section 01320	Construction Progress Documentation
Section 01580	Project Identification
Section 01710	Cleaning
Section 01720	Project Record Documents

3. Permit Fees

- A. City of Deerfield Beach permit fees are waived. Broward County, State of Florida and other agencies permit fees will not be waived and taxes will not be waived and the Offeror shall be responsible to incorporate in their pricing.

3. Protection of Property

- A. The Contractor shall at all times guard against damage or loss to the City property and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the Director of Environmental Services or his designee. Replacement or repairs shall begin within five (5) days of the incident that caused the damage.

- B. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.
- C. The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.

4. Quality Assurance

All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the materials and workmanship on the job throughout the duration of his/her responsibility.

5. Personnel

- A. The City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interests of the City. The City shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Contractor to immediately address upon the City's notification to the Contractors supervisory staff on-site or the managerial point of contact designated to the contract.
- B. The Contractors employees performing work on City property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Contractor agrees to be responsible for such personnel. All Contractors' personnel dealing with the public under this contract, shall be identified by name through the use of a nametag or embroidered name on his/her uniform. The Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.
- C. At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the "English" language.
- D. All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.

6. Contractor's Vehicles

Contractor's vehicles used on City projects shall be clean and presentable, in working condition, and identified with the name of the company and proper licensing.

Construction Agreement Between Owner and Contractor

This Agreement is entered into between the City of Deerfield Beach, 150 NE 2nd Avenue, Deerfield Beach, Florida, 33441 as OWNER, and

(CONTRACTORS NAME) Southern Underground Industries, Inc.

(CONTRACTORS ADDRESS) 1454 Southwest 13th, Court, Pompano Beach, Florida 33069

as CONTRACTOR, made as of the 14th day of September, 2020.

(PROJECT) Wastewater Lift Station 25, ITB #20-42-JW ("Agreement")

1. Entire Agreement

This Agreement shall consist of the Contract Documents, of which this is a part. The Contract Documents shall consist of this agreement, the entire Bid packet and all documents contained therein, including, but not limited to, advertising or Invitation to Bid, the Instructions to Bidders, Response Requirements, the General Terms and Conditions of the Bid, the Special Terms and Conditions, Insurance, Scope of Work, the General Conditions of the Construction Contract, sample forms, Drawings, any special conditions (as revised), any supplementary conditions, all Construction Plans, plans and technical specifications and the bid and all Bid Forms submitted by the Contractor (except those provisions of the Bid response not accepted by the OWNER) and any addendum issued by the OWNER. All said documents and provisions contained therein shall be binding contractual provisions.

2. Total Contract Price

The total contract price shall be \$412,000.00 (In Numbers)

Four Hundred Twelve Thousand Dollars and Zero Cents (In Words)

which shall be payable to Contractor as provided in Section 6.

3. Term

This Agreement shall take effect upon execution by the parties and shall continue until Final Completion of the Work, unless terminated earlier as provided herein (the "Term"). Time is of the essence for all obligations of Contractor under the Contract Documents.

4. Final Completion

The Contractor shall complete the Work and achieve substantial completion in accordance with the Contract terms and conditions within One-Hundred and Sixty (160) calendar days of the City's issuance of the Notice to Proceed and shall achieve final completion in accordance with the Contract terms and conditions within One-Hundred and Eighty (180) calendar days of the City's issuance of the Notice to Proceed (the "Final Completion Date").

5. Payment of Subcontractors

CONTRACTOR shall ensure that all subcontractors, laborers, or other providers of goods and services are paid in full for services properly rendered in accordance with applicable law. This shall be the full responsibility of the CONTRACTOR and a requirement for payment.

6. Progress Payment

Based upon application for payment submitted to the OWNER, by CONTRACTOR, the OWNER shall make progress payments on account of the contract sum as set forth in Section 9 of the General Conditions of the Construction Contract which is included as part of the Contract Documents.

- 6.1 No progress payments shall be made more often than thirty (30) day cycles. The first thirty (30) day cycle shall begin thirty (30) calendar days after Commencement of construction and continue thereafter in thirty (30) day intervals provided that application for payment be made within three (3) days of the commencement of each period.
- 6.2 The OWNER shall then have seven (7) days to review the application for payment and either approve or deny the application or authorize a payment of a lesser amount. The OWNER shall, within twenty (20) days, make the payment set forth in the application for payment, less retain age per the contract documents, which shall be retained by the OWNER to assure final completion of the work according to the Contract Documents.
- 6.3 Each application for payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall fairly allocate the contract sum among the various portions of the Work and be prepared by the CONTRACTOR but must be approved in writing by the OWNER. In case the OWNER and CONTRACTOR cannot agree on a schedule of values, the OWNER shall determine the schedule of values to be used.
- 6.4 Ten percent (10%) retainage shall be withheld from each payment. Upon completion of fifty percent (50%) of all work as determined by the OWNER, the percent retainage can be reduced to five percent (5%) as per the Prompt Payment Act, Chapter 218 of Florida Statutes. However, OWNER may still withhold amounts representing Work, which OWNER deems incomplete or inconsistent with the Contract Documents or unsatisfactory, or the amount of any unsettled claims or withhold amounts set forth in the General Conditions.
- 6.5 All applications for payment shall contain an affidavit from CONTRACTOR that all subcontractors, laborers, material men, and other providers of services have been paid in full for services to date. The OWNER may also request other assurances from the CONTRACTOR, including, but not limited to full or partial releases or waiver of liens.

7. Audit Right and Retention of Records

OWNER shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to OWNER in written form. CONTRACTOR and its subcontractors shall preserve and make

available, at reasonable times for examination and audit by OWNER, 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.

8. Termination

The termination provisions applicable to this Agreement are as set forth in Section 14 of the General Conditions for the Construction Contract.

9. Indemnification

9.1 General Indemnification. The Contractor shall indemnify, defend and hold harmless and at Owner's option, pay for an attorney selected by Owner, to defend the Owner and the Owner's Consultant, Engineer, Attorneys and assigns and their officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Contractor or its employees, agents or subcontractors (collectively referred to as "Contractor"), regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Contractor to comply with any of the paragraphs herein or the failure of the Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Contract.

9.2 Indemnification for Construction Contracts. In the event that the performance of services under this Contract is deemed to be a "construction contract" pursuant to §725.06, Florida Statutes, as may be amended from time to time, the following indemnification shall apply in lieu of Paragraph 9.1 above: To the fullest extent permitted by Chapter 725, Florida Statutes, as may be amended, the Contractor hereby agrees to indemnify and hold harmless the Owner, its officers and employees from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract Documents.

9.3 The indemnification obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor and/or persons employed or utilized by the Contractor, in the performance of the Contract Documents under any insurance required by the Contract Documents including, but not limited to, workers' compensation acts, disability benefit acts, or other employee benefit acts.

- 9.4 The obligations of the Contractor under the Agreement shall not extend to the liability of the Consultant, the Consultant's subconsultants, and agents and employees or any of them arising out of (1) the Consultant's preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Consultant, the Consultant's subconsultants, and agents and employees of any of them.
- 9.5 The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend the Owner or its respective officers, employees, agents and instrumentalities as required herein. Contractor acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity. The provisions of this Article shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Owner, any sums due Contractor under this Agreement may be retained by Owner until all of Owner's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest.
- 9.6 The Contractor agrees to defend, hold harmless and indemnify the Owner and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Owner, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Owner's Representative. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination or demotion of such Contractor's personnel.
10. Patent and Copyright Indemnification
- 10.1 The Contractor warrants that all Work furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third-party proprietary rights.
- 10.2 The Contractor shall be liable and responsible for any and all claims made against the Owner for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Owner and defend any action brought against the Owner with respect to any claim, demand, cause of action, debt, or liability.
- 10.3 In the event any Work or anything provided to the Owner hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Owner's option, to (i) modify, or

require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Owner, at the Contractor's expense, the rights to use the item(s).

10.4 The Contractor shall be solely responsible for determining and informing the Owner whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from performing Work hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The Owner Representative may reject any Work that it believes to be the subject of any such litigation or injunction, or if, in the Owner Representative's judgment, use thereof would delay the Work or be unlawful.

10.5 The Contractor shall not infringe upon any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

11. Nondiscrimination

Any supplier or contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, ancestry, color, religion, sex, marital status, disability or national origin, nor otherwise commit an unfair employment practice. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment without regard to their race, creed, color, ancestry, religion, sex, marital status, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts entered into with suppliers of materials or services, and all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement.

12. Compliance with Applicable Laws

Contractor shall comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the Work performed under this Agreement. The Contractor acknowledges familiarity with the laws that may be applicable to the Work.

13. Substitution of Personnel

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Owner's Representative in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, under urgent circumstances, such substitution can be implemented immediately with the Owner's Representative approval.

14. Successors and Assignments

The Owner and Contractor respectively bind themselves, their successors and assigns to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Agreement. The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the Owner, which may be withheld in the Owner's sole discretion.

15. Notice Requirements

Any notices required under this Agreement shall be provided in writing and either hand-delivered or sent by a nationally recognized overnight courier to the addresses of the parties stated below:

FOR CITY:

David Santucci, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

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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, CMC, CITY CLERK

APPROVED AS TO FORM:

ANTHONY C. SOROKA, CITY ATTORNEY

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CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE INCORPORATED OR NON-INCORPORATED FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

(Name of Corporation)

(Secretary)

By: _____
(Signature)

(Corporate Seal)

(Type Name/Title Signed Above)

____ day of _____, 20 ____.

[If non-incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By: _____
(Signature)

(Type Name Signed Above)

____ day of _____, 20 ____.

CITY REQUIRES TWO (2) FULLY EXECUTED AGREEMENTS FOR DISTRIBUTION.

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. CONTRACTOR DEFAULT; TERMINATION OR SUSPENSION OF THE CONTRACT

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ARTICLE 1
GENERAL PROVISIONS

1.1 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles and identified references to Articles, Sections and Paragraphs in the document.

1.2 INTERPRETATION

In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.3 DEFINITION OF CONTRACT TERMS

- a. **Allowance** is the Contractor's cost for materials and equipment delivered at the Project site and all required taxes, less applicable trade discounts.
- b. **Change Order** is a written instrument prepared by the Consultant and signed by the Contractor and approved by the Owner.
- c. **Claim** is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief pursuant to the Contract. The term "Claim" also includes other disputes and matters between the Owner, Consultant or Contractor arising out of or relating to the Contract.
- d. **Construction Change Directive** is a written order prepared and signed by the Consultant and approved by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.
- e. **Consultant** is the person or corporation identified in the Agreement between Owner and Contractor and on the Project Data Sheet.
- f. **Contract Days** shall mean consecutive calendar days unless otherwise specifically defined.
- g. **Contract Documents** represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. Unless specifically enumerated in the Agreement, the Contract Documents includes but is not limited to, advertising or Invitation to Bid, the Instructions to Bidders, Response Requirements, the General Terms and Conditions of the Bid, the Special Terms and Conditions, Insurance, Scope of Work, the General Conditions of the Construction Contract, sample forms, Drawings, any special conditions (as revised), any supplementary conditions, all Construction Plans, plans and technical specifications and the bid and all Bid Forms submitted by the Contractor (except those provisions of the Bid response not accepted by the OWNER) and any addendum issued by the OWNER. All said documents and provisions contained therein shall be binding contractual provisions.

- h. **Contract Sum** is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
- i. **Contract Time** the number of days, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- j. **Contractor** is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- k. **Consultant or Project Consultant** is the individual or entity identified in the Contract Documents as the Project Consultant.
- l. **Date of Commencement** of the Work is the date established in the Notice to Proceed. The date shall not be postponed by the Contractor or by persons or entities for which the Contractor is responsible.
- m. **Default** shall mean any action or omission that may result in termination of the Agreement by the Owner.
- n. **Drawings** are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. Shop Drawings are not Drawings.
- o. **Fifty (50) percent completion** is the point at which the Owner has expended 50 percent of the total cost of the Work as identified in the Contract Documents together with all costs associated with existing change orders and other additions or modifications to the Work provided for in the Contract Documents.
- p. **Final Completion** is the complete performance of the Work required in accordance with the Contract Documents.
- q. **Mobilization** is to perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for equipment, supplies, and incidentals directly related to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, security measures, and sanitary and other facilities, including the costs of bonds and required insurance for the start of the work and excluding the cost of construction materials.
- r. **Modification** is a written amendment to the Contract signed by the Owner, Consultant and/or Contractor.
- s. **Notice to Proceed** is a written notice given by Owner to Contractor authorizing the Contractor to proceed with the Work.
- t. **Own Forces** shall mean the Owner's employees, consultants and independent contractors that perform Work on the Owner's behalf under a separate agreement.
- u. **Owner** is the City of Deerfield Beach.
- v. **Owner's Representative** is the City Manager or his/her designee.

- w. **Product Data** are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- x. **Project** is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.
- y. **Project Manual** This includes the Notice to Bidders, Instructions To Bidders, Bid Form, Contractor's Qualification Statement, Bid Security/Bond, Addenda, Agreement, General Conditions, Supplemental Conditions, Bonds, Certification of Payment Forms, Consent of Surety, Project Closeout Checklist, Specifications and Drawings, all of which shall also constitute the bidding documents.
- z. **Samples** are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- aa. **Shop Drawings** are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, Supplier or distributor to illustrate some portion of the Work.
- bb. **Specifications** are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- cc. **Subcontractor** is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at the Project site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- dd. **Substantial Completion** is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for its intended use.
- ee. **Sub-subcontractor** is a person or entity that has a direct or indirect Contract with a Subcontractor to perform a portion of the work at the Project site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.
- ff. **Supplier** is a person or entity that provides equipment and/or materials to the Contractor or Subcontractors for use and/or incorporation into the Project.
- gg. **Work** means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.4 EXECUTION, CORRELATION AND INTENT

- A. The Contract Documents shall be signed by the Owner and Contractor as provided in the Agreement. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Consultant and Contractor, (2) between the Owner and a Subcontractor, Sub-subcontractor, Subconsultant, Sub-subconsultant or Suppliers or (3) between any persons or entities other than the Owner and Contractor. The Consultant shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Consultant's duties.
- B. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- C. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.
- D. Organization of the Specifications into division, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- E. Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
- F. Upon completion of construction, Contractor shall provide the City with one original print and a CADD disk of as-built additions to the Project.

1.5 OWNERSHIP AND USE OF CONSULTANT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Drawings, Specifications and other documents prepared by the Consultant are instruments of the Consultant's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment Supplier shall own or claim a copyright in the Drawings, Specifications and other Documents prepared by the Consultant, and unless otherwise indicated, the Consultant shall be deemed the author of them and Owner will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Consultant, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Consultant and copies thereof furnished to the Contractor, are for use solely with respect to this Project.

They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment Supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and Consultant. The Contractor, Subcontractors, Sub-subcontractors and material or equipment Suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Consultant appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Consultant. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Consultant's copyright or other reserved rights.

ARTICLE 2

OWNER'S RESPONSIBILITIES

- 2.1 Except for permits and fees, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary easements.
- 2.2 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in orderly progress of the Work.
- 2.3 Unless otherwise provided in the Contract Documents, after the contract is executed between the parties, the Contractor will be furnished, free of charge, three (3) copies of Drawings and Project Manuals as are necessary for execution of the Work.
- 2.4 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Separate Contractors,) Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

2.5 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work, which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed by the Owner's Representative may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Paragraph 6.1.C.

2.6 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents with due diligence and fails to provide a schedule of repairs and commence the repairs within a period of time, to be determined by the City in its sole discretion, after receipt of written notice from the Owner, the Owner may after such period of time, without prejudice to other remedies the Owner may have, withhold progress payments until the Contractor substantially completes the repairs cited in the Owner's notice. If the Contractor fails to substantially complete the repairs, the Owner may contract with another contractor for the necessary repairs. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The Contractor's failure to substantially complete the repairs may, at the Owner's sole discretion, be a reasonable basis for the Owner to terminate the contract.

2.7 OWNER'S RIGHT TO PERFORM WORK AT THE SITE

- A. The Owner and other contractors and subcontractors may be working at the site during the performance of the Construction Contract, and the Contractor's Work may be interfered with as a result of such concurrent activities. Contractor shall fully cooperate with Owner and other contractors to avoid any delay or hindrance of any work. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.
- B. If any part of the Contractor's Work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the Owner or separate contractor's work as fit and proper to receive Contractor's Work; except as to defects which may subsequently become apparent in such work performed by others.

ARTICLE 3 **CONTRACTOR'S RESPONSIBILITIES**

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- A. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner and shall at once report to the Owner and Consultant all errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Consultant for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Owner and Consultant. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Owner and Consultant, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the costs attributable to the correction.
- B. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Owner and Consultant at once.
- C. The Contractor shall perform the Work in accordance with the Contract Documents and submittals.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

- A. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents specifically provide otherwise.

- B. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a Contract with the Contractor.
- C. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Consultant in the Consultant's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.
- D. The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

3.3 SIGNATORY

- A. Certification of Payment and all other written communications to the Owner shall be signed by the individual whose name appears on the Agreement between the Owner and Contractor.
- B. Certifications of Payment not bearing the proper signatory shall be rejected by the Owner.

3.4 COMMUNICATION

The Contractor shall employ and maintain on the Project site at all times supervisory personnel fluent in English who can effectively communicate with the Owner and Consultant. The Owner shall have the right to determine whether the supervisory personnel's ability to communicate is effective.

3.5 EMERGENCY SITUATIONS

The Contractor shall furnish the Owner the name(s) and local telephone numbers(s) of supervisory persons who are available 24 hours per day, 7 days a week (including holidays) in the event of an emergency related to the Project.

3.6 TELEPHONE, COMPUTER AND E-MAIL ADDRESS

The Contractor, through the course of the Project shall maintain an e-mail address, a local telephone number to his office and to the Project site personnel. The Contractor through the course of the Project shall maintain the use of a computer at Contractor's office.

3.7 LABOR AND MATERIALS

- A. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- B. The Contractor shall enforce strict discipline and good order among the Contractor's employees and Subcontractors and their employees and all other persons carrying

out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.8 WARRANTY

The Contractor warrants to the Owner and Consultant that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the Owner's name and for its sole benefit.

3.9 TAXES

The Contractor shall secure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall include and pay all state and local sales, consumer and use taxes.

3.10 PERMITS, FEES AND NOTICES

- A. The Contractor shall be responsible for securing all Federal, State, County, Municipal and Special Taxing District permits applicable to this Project, unless otherwise specified in the Special Conditions.
- B. The Contractor shall be responsible for payment of Federal, State, County, Municipal and Special Taxing District permit fees applicable to this Project, unless otherwise specified in the Special Conditions.
- C. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.
- D. It is not the Contractor's responsibility to ascertain whether the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly provide written notice to the Owner and Consultant of the necessary changes. The necessary changes will be made by the appropriate Modification document.
- E. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner and Consultant, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

3.11 ALLOWANCES

- A. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.
- B. Unless otherwise provided in the Contract Documents:
 - 1. Materials and equipment under an Allowance shall be selected promptly by the Owner to avoid delay in the Work;
 - 2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated Allowance amounts shall be included in the Contract Sum and not in the Allowances;
 - 3. Whenever costs are more or less than Allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the Allowances under Paragraph 3.11 and (2) changes in Contractor's costs under provision (2) of this section.

3.12 SUPERINTENDENT

- A. The Contractor shall employ a competent Superintendent, who is conversant in the English language, and necessary assistants who shall be in attendance at the Project site during performance of the Work. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor. All communications shall be confirmed in writing. The name of the Superintendent shall be supplied to the Owner and Consultant in writing prior to commencing Work.
- B. The Superintendent shall possess the necessary knowledge and skills to effectively communicate with the Owner and Consultant. The Owner shall have the right to determine whether the Superintendent's communication is effective.

3.13 CONTRACTOR'S CONSTRUCTION SCHEDULES

- A. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner and Consultant's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits contained in the Contract Documents. It shall identify significant milestones including long lead items and critical path supplies, shall denote achievement or delays of critical milestones as relate to the ability to complete the Project, according to the Contract Documents and shall be updated and distributed at regular intervals as required by the conditions of the Project. The schedule shall be related to the entire Project and shall provide for expeditious and practicable execution of the Work.
- B. The Contractor shall prepare and keep current, for the Consultant's approval, a schedule of submittals that is coordinated with the Contractor's construction schedule and allows the Consultant reasonable time to review submittals.

- C. The Contractor shall conform to the most recent schedules.

3.14 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner, one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These items shall be available to the Owner and Consultant and shall be delivered to the Consultant for submittal to the Owner upon completion of the Work.

3.15 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required, the way the Contractor proposes to conform to the information given, and the design concept expressed in the Contract Documents. Review by the Consultant is subject to the limitations of Paragraph 4.2. (G).
- B. The Contractor shall review, approve and submit to the Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor that are not required by the Contract Documents may be returned without actions.
- C. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the Consultant has approved the respective submittal. Such Work shall be in accordance with approved submittals.
- D. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- E. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals regardless of whether the Contractor has specifically informed the Consultant in writing of such deviation at the time of submittal and the Consultant has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Consultant's approval thereof.
- F. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Consultant on previous submittals.

- G. Informational submittals upon which the Consultant is not expected to take responsive action may be so identified in the Contract Documents.
- H. When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the Consultant shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.16 USE OF SITE

- A. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the Project site with materials or equipment.
- B. The Contractor shall maintain the Project site in a safe manner and shall take extreme care to avoid attractive nuisances and hazards to the public. The construction area shall be secured from unauthorized and/or inadvertent entry at all times.
- C. The Contractor shall be permitted to store materials limited to this Project only on the Project site. Materials for Contractor's other projects shall not be permitted at the Project site. All materials stored at the Project site by the Contractor shall be in a safe manner and not obstructing the use of the site.
- D. The Contractor shall be solely responsible for security of materials stored by him at the Project site.

3.17 TEMPORARY FACILITIES

A. Temporary Restrooms

The Contractor shall be responsible for providing and removing temporary restrooms for all Contractor's/Sub-contractors' personnel. Use of the Owner's existing washrooms, lavatories, sanitary facilities or plumbing fixtures by construction personnel and workers shall not be permitted.

B. Temporary Electric

- 1. The Contractor shall be responsible to bring, connect, disconnect and remove any temporary electric service to the Project site.
- 2. The Contractor shall be responsible to pay all connection and monthly electric charges billed by FPL.

C. Temporary Water and Sewer

- 1. The Contractor shall be responsible to bring, connect, disconnect and remove any temporary water and sewer services to the construction site.
- 2. The Contractor shall be responsible to pay all connection and monthly service charges billed by the utility provider, inclusive of hydrant meter rentals.

D. Temporary Structures

1. The Contractor shall be responsible for providing and removing a temporary trailer that has been approved by the Owner. In the trailer the Contractor shall provide, for the duration of the Work, a suitable lockable office for the Field Construction Manager and other designated personnel.
2. The Contractor shall seek the Owner's permission for the placement of any temporary structures on the Project site, and shall be responsible for the removal of those that may be permitted.
2. The Contractor shall be responsible for obtaining any and all applicable permits for and prior to the placement of a temporary structure on the job site.
4. Temporary structures shall be placed in accordance with all applicable Federal, State, County, Special District and Municipal codes and ordinances.

3.18 CUTTING AND PATCHING

- A. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
- B. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.19 CLEANING UP

- A. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and around the Project site waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.
- B. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and the cost thereof shall be charged to the Contractor.
- C. The Contractor shall be responsible for the safe, neat and secure on-site retention of solid waste generated during the course of construction.
- D. The Contractor shall not be permitted to use the Owner's solid waste facilities.
- E. The Site includes the immediate area of the Site, ingress and egress routes through Owner's property (City Limits). Proper care shall be taken to avoid debris, trash, soil, gravel, rock, liquid or other materials from being deposited on roads or common areas of the Owner's adjacent property. The Contractor is responsible for providing

a method of cleaning and or removing such debris or spillage as part of its Site responsibilities. In the event the Owner provides the means to clean or remove such debris or spillage from ingress or egress routes, the Contractor will be responsible for reasonable reimbursement to the Owner.

- F. Temporary restoration of asphalt pavement and other surfaces disturbed by the work shall occur the same day that work has been completed within the disturbed area.
- G. Permanent restoration of paved areas shall not occur prior to pipes being tested for leaks and construction within the disturbed pavement area being completed and inspections approved, but not later than 10 working days after completion of these items. For a project with multiple sites throughout the CITY, the requirement for permanent restoration work within 10 working days shall apply to each site independently unless otherwise directed.
- H. All other areas disturbed by the work shall be restored, within 10 working days of completion of construction at the contractor's expense, to a condition equal to or better than that of the surrounding adjacent areas, with materials matching the surrounding adjacent materials. For a project with multiple sites throughout the CITY, the requirement for permanent restoration work within 10 working days shall apply to each site independently unless otherwise directed.

3.20 ACCESS TO WORK

The Contractor shall provide the Owner and Consultant access to the Work in preparation and progress wherever located.

3.21 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Consultant harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers are required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Consultant.

3.22 INDEMNIFICATION

- A. **General Indemnification.** The Contractor shall indemnify, defend and hold harmless and at Owner's option, pay for an attorney selected by Owner, to defend the Owner and the Owner's Consultant, Engineer, Attorneys and assigns and their officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Contractor or its employees, agents or subcontractors (collectively referred to as "Contractor"), regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent

or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Contractor to comply with any of the paragraphs herein or the failure of the Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Contract.

- B. **Indemnification for Construction Contracts.** In the event that the performance of services under this Contract is deemed to be a "construction contract" pursuant to §725.06, Florida Statutes, as may be amended from time to time, the following indemnification shall apply in lieu of Paragraph A. above.

To the fullest extent permitted by Chapter 725, Florida Statutes, as may be amended, the Contractor hereby agrees to indemnify and hold harmless the Owner, its officers and employees from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract Documents.

- C. The indemnification obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor and/or persons employed or utilized by the Contractor, in the performance of the Contract Documents under any insurance required by the Contract Documents including, but not limited to, workers' compensation acts, disability benefit acts, or other employee benefit acts.
- D. The obligations of the Contractor under the Agreement shall not extend to the liability of the Consultant, the Consultant's subconsultants, and agents and employees or any of them arising out of (1) the Consultant's preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Consultant, the Consultant's subconsultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

3.23 RIGHT TO AUDIT PROVISIONS

- A. Contractor's records which shall include, but not be limited to, accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Contract shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of Contractor's payees pursuant to the execution of the Contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

- B. Contractor shall retain such records in accordance with applicable local, state and federal law, and Owner and Owner's agent or authorized representatives shall have access to such records for the purpose of such audits, inspections, examinations and evaluations from the effective date of the Contract through the applicable retention time period.
- C. Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirement hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all related payees' costs from amounts payable to the Contractor pursuant to this contract.
- D. If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the Owner in excess of 10% percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the Contractor.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 CONSULTANT

- A. Duties, responsibilities and limitation of authority of the Consultant as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner.
- B. In case of termination of employment of the Consultant, the Owner shall appoint a Consultant whose status under the Contract Documents shall be that of the former Consultant.

4.2 CONSULTANT'S ADMINISTRATION OF THE CONTRACT

- A. The City has contracted with Consultant so that the Consultant shall provide administration of the Contract as described in the Contract Documents, and shall be the Owner's representative (1) during construction (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. The Consultant will advise and consult with the Owner. The Consultant shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.
- B. The Consultant shall have access to the site at intervals appropriate to the state of construction to inspect progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, shall be in accordance with the Contract Documents. The Consultant shall be required to make on-site inspections to check quality and/or quantity of the Work. On the basis of on-site inspections, the Consultant shall keep the Owner informed of progress of the Work, and shall guard the Owner against defects and deficiencies in the Work.
- C. The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for

safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Article 3. The Consultant will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents except as otherwise provided herein. The Consultant will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the work except as otherwise provided herein.

- D. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Consultant. Communications by and with the Consultant's subconsultants shall be through the Consultant. Communications by and with Subcontractors and material Suppliers shall be through the Contractor. Communications by and with separate Consultants shall be through the Owner.
- E. Based on the Consultant's inspection and evaluation of the Contractor's Applications for Payment, the Consultant shall review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- F. City has granted to the Consultant authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable for implementation of the intent of the Contract Documents, the Consultant shall have authority to require additional inspection or testing of the Work in accordance with Paragraphs 13.6. (B) and (C), whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, Subcontractors, material and equipment Suppliers, their agents or employees, or other persons performing portions of the Work.
- G. City has granted to the Consultant authority to review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Consultant's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Consultant's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Article 3. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- H. City has granted to the Consultant authority to prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 7.4.

- I. City has granted to the Consultant authority to conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.
- J. If the Owner and Consultant agree, the Consultant shall provide one or more project representatives to assist in carrying out the Consultant's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.
- K. City has granted to the Consultant authority to interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor, The Consultant's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Consultant shall be furnished in compliance with the Paragraph 4.2, then delay shall not be recognized on account of failure by the Consultant to furnish such interpretations until 15 days after written request is made for them.
- L. Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Consultant shall endeavor to secure faithful performance by the Contractor.

4.3 CLAIMS AND DISPUTES

- A. **Responsibility for making a Claim.** The responsibility to substantiate Claims shall rest with the party making the Claim. All Claims must be made in writing and addressed to the Owner and/or the Owner's Representative.
- B. **Process for Resolving a Claim.** Any and all Claims made by the Contractor shall be submitted to the Consultant. The Consultant shall review the Claim and make a recommendation to the Owner. The Owner shall render a final decision on regarding the Claim. A decision by the Owner shall be required as a condition precedent to litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed.
- C. **Time Limits on Claims.** Claims by the Contractor must be made within 30 days after occurrence of the event giving rise to such Claim or within 30 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims by the Consultant, Contractor or their subcontractors must be made by written notice to the Owner. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

- D. **Continuing Contract Performance.** Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.
- E. **Claims for Concealed or Unknown Conditions.** If conditions are encountered at the Project site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Consultant shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the work, shall recommend to the Contractor, with the Owner's approval, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Consultant determines that the conditions at the Project site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Consultant shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Consultant has given notice of the decision. If the Consultant and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Owner for final determination.
- F. **Claims for Additional Cost.** If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceedings to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Consultant (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Consultant, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension, Claim shall be filed in accordance with the procedure established herein.
- G. **Claims for Additional Time.**
1. If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and a probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
 2. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that whether conditions had an adverse effect on the scheduled construction.
- H. **Injury or Damage to Person or Property.** If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other

party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after first observance of the injury or damage. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Paragraphs 4.3. (F) or (G).

4.4 RESOLUTION OF CLAIMS AND DISPUTES

- A. The Consultant shall review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Consultant expects to take action, (3) suggest a compromise. The Consultant may, at the Owner's direction, notify the surety, if any, of the nature and amount of the Claim. The Consultant shall notify the Owner or the Claimant. The Owner shall make the final determination of whether to pay or dispute the Contractor's Claim.
- B. If a Claim has been resolved, the Consultant shall prepare or obtain appropriate documentation.
- C. If a Claim has not been resolved, the party making the Claim shall, within ten days after the Consultant's preliminary response, take one or more of the following actions; (1) submit additional supporting data requested by the Consultant (2) modify the initial Claim or (3) notify the Consultant that the initial Claim stands.
- D. The Consultant shall notify the parties in writing of the Owner's decision within seven days of receipt of (1) additional supporting data or, (2) a request to modify the initial Claim or (3) that the initial Claim stands, and the Owner's decision shall be final and binding on the parties but subject to review by a court of competent jurisdiction. The Consultant shall prepare or obtain appropriate documentation regarding the Claim. If there is a surety and there appears to be a possibility of a Contractor's default, the Consultant may, at the Owner's direction, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

ARTICLE 5 **SUBCONTRACTORS**

5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

- A. Unless otherwise stated in the Contract Documents or the solicitation requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and the Consultant the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Consultant shall within 30 days reply to the Contractor in writing stating whether or not the Owner or the Consultant, after due investigation, objects to any such proposed person or entity.
- B. The Contractor shall not contract with a proposed person or entity which the Owner or Consultant has made an objection. The Contractor shall not be required to contract with anyone with whom the Contractor has an objection.

- C. If the Owner or Consultant has objection to a person or entity proposed by the Contractor, the Contractor shall propose another with whom the Owner or Consultant has no objection.
- D. The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Consultant makes objection to such change.
- E. The Contractor shall be responsible and liable to the Owner for all work performed by the Subcontractors or their employees, agents or contractors, pursuant to this Agreement.

5.2 SUBCONTRACTUAL RELATIONS

- A. By appropriate written agreement the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Consultant. Each subcontract agreement shall preserve and protect the rights of the Owner and Consultant under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof shall not prejudice such rights, and shall allow the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor shall be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

- A. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:
 - 1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Sub-contractor in writing; and
 - 2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

- A. The Owner reserves the right to perform construction or operations related to the Project with the Owner's Own Forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Project. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor may make such Claim as provided in this Agreement.
- B. When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- C. The Owner shall provide for coordination of the activities of the Owner's Own Forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

- A. The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- B. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and Consultant apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to report apparent discrepancies shall constitute an acknowledgement that the Owner's or separate contractors completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.
- C. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.
- D. The Contractor shall promptly remedy damage wrongfully caused by the Contractor to complete or partially completed construction or to property of the Owner or separate contractors as provided in Paragraph 10.2. (E).

- E. Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of Paragraph 4.3 provided the separate contractor has reciprocal obligations.

6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.19, the Owner may clean up and allocate the cost among those responsible as the Owner determines to be just.

ARTICLE 7 **CHANGES IN THE WORK**

7.1 CHANGES

- A. Changes in the Work may be accomplished after execution of the Contract only by written Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
- B. A Change Order shall be based upon agreement among the Owner, Contractor and Consultant; a Construction Change Directive requires agreement by the Owner and Consultant and may or may not be agreed to by the Contractor; the Consultant alone may issue an order for a minor change in the Work.
- C. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

7.2 CHANGE ORDERS

- A. A Change Order is a written instrument prepared by the Consultant and signed by the Owner, Contractor and Consultant, stating their agreement upon all of the following:
 - 1. a change in the Work;
 - 2. the amount of the adjustment in the Contract Sum, if any.
 - 3. the extent of the adjustment in the Contract Time, if any.
- B. **Overhead and Profit**
 - 1. Job Site Overhead
 - a) Subcontractor: Including supervision and the furnishings, use and maintenance of small tools and ordinary equipment incidental to and required for the work of subcontractors (whether performed by them or others) shall be considered to be just and fully compensated for by adding an amount equal to five percent (5%) of the sum of material

costs and rentals. There shall be no compensation for any non-job site overhead, expenses or costs.

- b) General Contractor: Including general supervision and the furnishings, use and maintenance of small equipment incidental to and required for the Work of the General Contractor (including that of Contractor's subcontractors) shall be considered to be just and fully compensated for by adding an amount equal to ten percent (10%) of the sum of material costs and labor costs and rentals. There shall be no compensation for any non-job site overhead, expenses or costs.

2. Profit

- a) Subcontractor may then be added by the subcontractor to the above material costs and labor costs, including the job site overhead allowance, at the rate of 10 percent (10%) of the sum of those costs.
 - b) General Contractor may then be added by the Contractor to the above material costs and labor costs, including the job site overhead allowance, at the rate of five percent (5%) of the sum of those costs.
- C. Bond Allowance for maintaining the Performance Bond at 100% of the contract amount, a sum of one percent (1%) of the total cost of the change (including material, labor, overhead and profit, and equipment rentals) shall be allowed on all change orders.
- D. Methods used in determining adjustments to the Contract Sum may include those listed in Paragraph 7.3. (C).
- E. Should the Contractor and Owner fail to agree as to the necessity of a Change Order, the matter will be referred to the Consultant for determination. Pending final determination of such a dispute, the Contractor shall proceed with the performance of the Contract.

7.3 CONSTRUCTION CHANGE DIRECTIVES

- A. The Owner may by Construction Change Directive, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- B. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- C. A Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods;
 - 1. mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - 2. unit prices stated in the Contract Documents or subsequently agreed upon;
 - 3. cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - 4. as provided in Paragraph 7.3. (F).

- D. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Consultant of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- E. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- F. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Paragraph 7.3. (C), the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Paragraph shall be limited to the following:
1. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
 2. costs of materials, supplies and equipment including cost of transportation, whether incorporated or consumed;
 3. rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
 4. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
 5. additional costs of supervision and field officer personnel directly attributable to the change.
- G. Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Consultant. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to the change.
- H. If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Consultant for determination.
- I. When the Owner and Contractor agree concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

The Consultant will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. The Contractor shall carry out such written orders promptly.

7.5 CLAIMS SUBMITTAL PROCEDURES

Written notice stating the general nature of each claim shall be delivered by the party making the claim to the Consultant and all of the parties to the Contract promptly, but in no event later than 30 calendar days after the start of the event giving rise to the claim. The party making the claim shall have the responsibility to substantiate the claim. Notice of the amount of the claim or extent of the claim, with sufficient supporting data shall be delivered to the Consultant and all of the parties to the Contract within 60 calendar days after the start of the event, unless Consultant or the other party allows additional time for claimant to submit additional or more accurate data in support of such claim. Should Contractor fail to comply with the time limits described in this Section, Owner shall have the right to deny payment for the Change Order.

ARTICLE 8 **TIME**

8.1 PROGRESS AND COMPLETION

- A. Time limits stated in the Contract Documents are essential to the Contract. By executing the Agreement, the Contractor confirms that the Contract time is a reasonable period for performing the Work.
- B. The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.
- C. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2 DELAYS AND EXTENSIONS OF TIME

- A. If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner or Consultant, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending litigation, or by other causes which the Consultant and Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner and Consultant may determine.
- B. Claims relating to time shall be made in accordance with applicable provisions of Paragraphs 4.3 and 7.5.

- C. An extension of time shall be Contractor's sole remedy for any delays; there shall be no claim to damages against Owner by Contractor for delays of any nature.

[Contract Time shall not be adjusted for adverse weather unless the number of adverse weather days exceeds that of any documented average number of monthly adverse weather-related events.]

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ARTICLE 9
PAYMENTS AND COMPLETION

9.1 SCHEDULE OF VALUES

Before the first Application for Payment, the Contractor shall submit to the Consultant a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner and Consultant may require. This schedule, once approved by the Owner, shall be used as a base line schedule of values for all of the reviewing of the Contractor's Applications for Payment.

9.2 MOBILIZATION PAYMENT

- A. Basis of Payment. When the Bid includes a separate item of payment for this work, the work and incidental costs specified as being covered under this Section will be paid for at the Contract lump sum price for the item of Mobilization.
- B. Partial Payments. When the Bid includes a separate pay item for Mobilization, partial payments will be made hereto in accordance with the following:

Percent of Original F Amount Earned	Allowable Percent of the Lump Sum Price for the Item*
5	25
10	50
25	75
50	100
* Partial payments for any project will be limited to the applicable retainage amount for that project. Any remaining amount will be paid upon completion of all work on the project.	

The standard retainage, as specified in the Contract Documents will be applied to these allowances. Partial payments made on this item will in no way act to preclude or limit any of the provisions for partial payments otherwise provided for by the Contract. When more than one project or job is included in the Contract, the above percentages shall apply separately to each job which has a separate pay item for Mobilization. As an exception to partial payments being made based on Percent of Original Contract Amount Earned, the Owner will pay the Contractor the invoice price of the Contract Bond when the Engineer has been furnished with a certified copy of the invoice from the Bonding Company. No other work will be required to receive payment for the Contract Bond included in the bid price for Mobilization.

- C. When No Separate Item is Included in the Bid. When the Bid does not include a separate item for Mobilization, all work and incidental costs specified as being covered under this Section will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made.

9.3 APPLICATIONS FOR PAYMENT

- A. At least ten days before the date established for each progress payment, the Contractor shall submit to the Consultant an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, such as copies of requisitions from Subcontractors and material Suppliers and reflecting retainage if provided for elsewhere in the Contract Documents.
- B. With each Application for Payment, Contractor shall provide the Consultant with a sworn statement from each and every Supplier, Subcontractor and Sub-subcontractors that the Contractor has paid for any and all materials, equipment and Work itemized in the prior application as being supplied and/or performed by the Supplier, Subcontractor and sub-subcontractors.
- C. Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material Supplier because of a dispute or other reason.
- D. The Owner shall only pay for materials satisfactorily incorporated into the Work and shall not pay for materials stored at the Project site or elsewhere.
- E. Once any material is satisfactorily incorporated into the Work and paid for by the Owner, it shall not be removed from the Work, except upon written approval by the Owner. It shall be the Contractor's sole responsibility to properly secure, cover and prevent the materials from being damaged, destroyed or stolen. If such materials should become damaged, destroyed or stolen, it shall be the Contractor's sole responsibility to replace such materials. No Applications for Payment shall be submitted, nor payments made based on the value of materials stored.
- F. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of claims, security interests or encumbrances in favor of the Contractor, Subcontractor's material Suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.
- G. Contractor shall maintain in a safe place at the Project site one record copy of all Drawings, Specifications, addenda, written amendments, Change Orders, Work, change directives, field orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to the Owner and Consultant for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to the Consultant for the Owner.

9.4 CERTIFICATIONS OF PAYMENT

- A. After receipt of the Contractor's Application for Payment, Consultant shall either issue to the Owner a Certification of Payment, with a copy to the Contractor, for such amount as the Consultant determines is properly due, or within twenty (20) business days after receipt of the Contractor's Application for Payment, notify the Contractor and Owner in writing of the Consultant's reasons for withholding certification in whole or in part. If Certification of Payment has been issued by the Consultant, payment is due within twenty-five (25) business days after the date on which the payment request or invoice is stamped as received by the Consultant, in accordance with Part VII of Chapter 218, Florida Statutes, as may be amended from time to time, entitled the "Local Government Prompt Payment Act."
- B. The issuance of a Certification of Payment will constitute a representation by the Owner, based on the Consultant's inspection/observations at the Project site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Consultant. The issuance of a Certification of Payment entitles the Contractor to payment in the amount certified.

9.5 DECISION TO WITHHOLD CERTIFICATION

- A. The Consultant may decide not to certify payment and may withhold a Certification of Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Consultant's opinion the representations to the Owner required by Paragraph 9.4 cannot be made. If the Consultant is unable to certify payment in the amount of the Application, the Consultant will notify the Contractor and Owner as provided in Paragraph 9.4 (B) If the Contractor and Consultant cannot agree on a revised amount, the Consultant will promptly issue a Certificate for Payment for the amount for which the Consultant is able to make such representations to the Owner. The Consultant may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or part of a Certification of Payment previously issued, to such extent as may be necessary in the Consultant's opinion to protect the Owner from loss because of:
 - 1. defective Work not remedied;
 - 2. third party claims filed or reasonable evidence indicating probable filing of such claims;
 - 3. failure of the Contractor to make payments properly to Suppliers, Subcontractors, Sub-subcontractors for labor, materials or equipment;
 - 4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - 5. damage to the Owner or another contractor;

6. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
 7. persistent failure to carry out the Work in accordance with the Contract Documents.
- B. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- C. If a Contractor's Application for Payment is rejected as described herein, and the Contractor submits a corrected Application for Payment which corrects the deficiency specified in writing by the Consultant, the corrected Application for Payment must be paid or rejected on the later of, 10 business days after the corrected Application for Payment is received, or if the Owner is required by ordinance, charter or law to approve or reject the corrected Application for Payment, the first business day after the next regularly scheduled City Commission meeting held after the corrected Application for Payment is received.
- D. If a dispute between the Owner and the Contractor concerning an Application for Payment, cannot be resolved by the procedure set forth above, the dispute shall be resolved in accordance with the following dispute resolution policy: Proceedings to resolve the dispute shall be commenced no later than 45 days after the date on which the Application for Payment was received and shall be concluded by final decision of the Owner not later than 60 days after the date on which the Application for Payment was received. If the dispute is resolved in favor of the Owner, interest charges shall begin to accrue 15 days after the Owner's final decision. If the dispute is resolved in favor of the Contractor, interest shall begin to accrue as of the original date the payment became due.

9.6 **PROGRESS PAYMENTS**

- A. In accordance with Part VII of Chapter 218, Florida Statutes, as may be amended from time to time, entitled the "Local Government Prompt Payment Act," the Contractor shall promptly pay each Supplier, Subcontractor, and Sub-subcontractor upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such portion of the Work, the amount to which said Supplier, Subcontractor, and Sub-subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall require each Subcontractor to make payments to Sub-subcontractors in similar manner.
- B. The Consultant will, on request, furnish to a Subcontractor and/or Sub-subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Consultant and Owner on account of portions of the Work done by such Subcontractor or Sub-subcontractor.
- C. Neither the Owner nor Consultant shall have an obligation to pay the Subcontractor except as may otherwise be required by law.

- H. A Certification of Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 SUBSTANTIAL COMPLETION

- A. In accordance with Part VII of Chapter 218, Florida Statutes, as may be amended from time to time, entitled the "Local Government Prompt Payment Act," within thirty (30) calendar days after reaching Substantial Completion of the Work or a portion thereof which the Owner agrees to accept separately, the Owner shall develop a list of items required to render complete, satisfactory and acceptable the Work and shall review the list with the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all Work pursuant to the Contract Documents. Upon completion of all items on the list, Contractor may submit a payment request for all remaining retainage withheld by Owner. If a good faith dispute exists as to whether one or more items identified on the list have been completed, Owner may continue to withhold an amount not to exceed 150% of the total costs to complete such items. When the Work or designated portion thereof is substantially complete, the Consultant will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. Said warranties are in addition to the warranty provisions provided in Paragraph 3.8. The Certificate of Substantial Completion shall be submitted to the Owner for its written acceptance of responsibilities assigned to them in such certificate.
- B. Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Consultant, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

9.8 PARTIAL OCCUPANCY OR USE

- A. The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Consultant. Consent to the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the work shall be determined by written agreement between the Owner and Contractor, or if no agreement is reached, by decision of the Consultant.

- B. Immediately prior to such partial occupancy or use, the Owner, Contractor and Consultant shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- C. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.9 FINAL COMPLETION AND FINAL PAYMENT

- A. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon a receipt of a final Application for Payment, the Consultant will promptly make such inspection and, when the Consultant finds the Work acceptable under the Contract Documents and the Contract fully performed, the Consultant will promptly issue a final Certification of Payment stating that to the best of the Consultant's knowledge, information and belief, and on the basis of the Consultant's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable. The Consultant's final Certification of Payment will constitute a further representation that conditions listed in this Article as precedent to the Contractor's being entitled to final payment have been fulfilled.
- B. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Consultant (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) establishing payment or satisfaction of obligations, such as receipts, releases and waivers of claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such claim. If such claim remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such claim, including all costs and reasonable attorney's fees.

- C. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Consultant so confirms, the Owner shall upon application by the Contractor and certification by the Consultant, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contact Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Consultant prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- D. Acceptance of final payment by the Contractor, Subcontractors, Sub-subcontractor, and Suppliers shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

- A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- B. In the event the Contractor encounters on the Project site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) that has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Consultant in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor.
- C. The Contractor shall not be required to Work in an area on the Project site that contains asbestos or polychlorinated biphenyl (PCB).

10.2 SAFETY OF PERSONS AND PROPERTY

- A. The Contractor shall take responsible precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - 1. employees at the Project site and other persons who may be affected thereby;
 - 2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

3. other property at the Project site or adjacent thereto, such as trees, shrubs, lawns, walks, relocation or replacement in the course of construction.
- B. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property for their protection from damage, injury or loss.
- C. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- D. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- E. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Paragraphs 10.2 (A) except damage or loss attributable to acts or omissions of the Owner or Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Article 3.
- F. The Contractor shall designate a responsible member of the Contractor's organization at the Project site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the Owner and Consultant.
- G. The Contractor shall not load or permit any part of the construction or Project site to be loaded so as to endanger its safety.

10.3 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 3.5 and Article 7.

ARTICLE 11 **INSURANCE AND BONDS**

11.1 INSURANCE

Contractor shall provide all insurance as specified in the solicitation documents.

11.2 PERFORMANCE BOND, PAYMENT BOND AND WARRANTY BOND

- A. The Owner shall have the right to require the Contractor to furnish security covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.
- B. Upon the request of any person or entity appearing to be a potential beneficiary of security covering payment of obligations arising under the Contract, the Contractor shall furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

- A. If a portion of the Work is covered contrary to the Consultant's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Consultant, be uncovered for the Consultant's inspection and be replaced at the Contractor's expense without change in the Contract Time.
- B. If a portion of the Work has been covered and the Consultant has not specifically requested to observe the Work prior to its being covered, the Consultant may request to see such Work the Contractor shall uncover it. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

- A. The Contractor shall promptly, in a technically appropriate time period, correct Work rejected by the Consultant or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected work, including additional testing and inspections and compensation for the Consultant's services and expenses made necessary thereby.
- B. If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly, in a technically appropriate time period, after receipt of written notice from the Owner unless the Owner has previously given the Contractor a written acceptance of such condition. The one-year period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract and shall be in addition to the warranty provisions of this Agreement. The Owner shall give such notice after discovery of the condition.

- C. The Contractor shall remove from the Project site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- D. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with the Owner's Right to Carry Out the Work provision of this contract. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Consultant, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Consultant's services and expenses made necessary thereby. If such proceeds of sale do not cover costs, which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- E. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- F. Nothing contained in this provision shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents. The one-year period in this provision, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Specification or description is intended to establish the type, function, appearance, and quality required. Unless the Specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Consultant for review under the circumstances described below.

12.4 ACCEPTANCE OF NONCONFORMING WORK

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Specification or description is intended to establish the type, function, appearance, and quality required. Unless the Specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Consultant for review under the circumstances described below.

1. **"Or-Equal" Items:** If the Consultant determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Consultant as a "or-equal" item, in which case review and approval of the proposed item may, with the Owner's approval, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. Consultant determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;
- b. Contractor certifies that: (i) there is no increase in cost to the Owner; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. **Substitute Items:**

- a. If the Consultant determines that the material or equipment proposed by Contractor does not qualify as an "or-equal" item under paragraph 12.3 (A)(1), it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Consultant to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Consultant will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
- c. The procedure for review by Consultant will be set forth in this paragraph 12.3 (A)(2)(d), and as the Owner or Consultant may decide is appropriate under the circumstances.
- d. Contractor shall first make a written application to Consultant for review of a proposed substitute item of material or equipment that the Contractor seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in

substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by Consultant in evaluating the proposed substitute item. The Owner or Consultant may require Contractor to furnish additional data about the proposed substitute item.

- B. **Substitute Construction Methods or Procedures:** If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Consultant. Contractor shall submit sufficient information to allow Consultant to determine that the substitute proposed is equivalent to the expressly called for by the Contract Documents. The procedure for review by Consultant will be similar to that provided in subparagraph 12.3 (A)(2).
- C. **Consultant's Evaluation:** Consultant will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 12.3 (A) and (B). No "or-equal" or substitute will be ordered, installed or utilized until Consultant's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or-equal." Owner retains the right to accept or reject any proposed "or-equal" or substitution, regardless of the Consultant's determination. The Consultant will advise Contractor in writing of any negative determination.
- D. **Consultant's Cost Reimbursement:** Consultant will record time required by Consultant and the Consultant's consultants in evaluating substitute proposed or submitted by Contractor pursuant to paragraphs 12.3 (A)(2) and (B) and in making changes in the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) occasioned thereby. Whether or not Owner or Consultant approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Consultant and Consultant's consultants for evaluating each such proposed substitute.
- E. **Contractor's Expense:** Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW; CONSENT TO JURISDICTION

The law of the State of Florida shall govern the Contract. This contract is not subject to arbitration. Contractor is not entitled to Attorney fees should any portion of this contract be subject to litigation. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to this Agreement. Venue for any action to enforce or related to this Agreement shall be in Broward County, Florida, only. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term.

13.2 ATTORNEY'S FEES

Each party shall bear its own attorney's fees for any litigation related to this Contract.

13.3 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or portion thereof without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.4 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, if delivered at or sent by registered or certified mail to the last business address known to the party giving notice or by facsimile transmission with proof of receipt.

13.5 RIGHTS AND REMEDIES

- A. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- B. No action or failure to act by the Owner, Consultant or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.6 TESTS AND INSPECTONS

- A. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the

appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Consultant timely notice of when and where tests and inspections are to be made so the Consultant may observe such procedures. The Owner shall bear costs of tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded.

- B. If the Consultant, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included in the Contract Documents, the Consultant will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Consultant of when and where tests and inspections are to be made so the Consultant may observe such procedures. The Owner shall bear such costs except as otherwise provided.
- C. If such procedures for testing, inspection or approval reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Consultant's services and expenses, and testing expenses.
- D. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly, in a technically appropriate time period, delivered to the Consultant.
- E. If the Consultant is to observe tests, inspections or approvals required by the Contract Documents, the Consultant will do so promptly and, where practicable, at the normal place of testing.
- F. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly, in a technically appropriate time period, to avoid unreasonable delay in the Work.
- G. The Consultant's first inspection shall be at no charge to the Contractor; however, the actual costs incurred by the City for any subsequent inspections shall be deducted from the final payment to the Contractor.

13.7 INTEREST

Payments due and unpaid under the Contract Documents shall bear **NO** interest from the date payment is due and are not subject to prejudgment interest, if any matter related to payment becomes an issue litigated between the parties.

13.8 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

- A. As between the Owner and Contractor:
 - 1. **Before Substantial Completion.** As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

2. **Between Substantial Completion and Final Certification of Payment.** As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certification of Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certification of Payment; and
3. **After Final Certification of Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.8, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

13.9 PUBLIC RECORDS

- A. Public Records: Contractor shall comply with The Florida Public Records Act as follows:
 1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
 2. Upon request by CITY's records custodian, provide 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.
 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 this Agreement.
 4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to CITY, at no cost to CITY, within seven days. All records stored electronically by Contractor shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
 5. Contractor's failure or refusal to comply with the provisions of this Section may result in the immediate termination of this Agreement by 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, EMAIL ADDRESS web.clerk@deerfield-beach.com OR MAILING ADDRESS 150 N.E. 2ND AVENUE DEERFIELD BEACH, FL 33441.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. Any compensation due to Contractor shall be withheld until all documents are received as provided herein.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

- A. The Contractor may terminate the Contract if the Work is stopped for a period of 90 days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under Contract with the Contractor, for any of the following reasons:
1. issuance of an order of a court or other public authority having jurisdiction;
 2. an act of government, such as a declaration of national emergency, making material unavailable;
 3. because the Consultant has not issued a Certification of Payment and has not notified the Contractor of the reason for withholding certification as provided in Paragraph 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;
 4. if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.4 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less; or
- B. If one of the above reasons exists, the Contractor may, upon 30 additional days written notice to the Owner and Consultant, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including overhead, profit and damages.
- C. If the Work is stopped for a period of 60 days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon 30 additional days written notice to the Owner and the Consultant, terminate the Contract and recover from the Owner as provided in Paragraph 14.1.(A).

14.2 CONTRACTOR DEFAULT; OPPORTUNITY TO CURE

A. NOTICE OF DEFAULT; OPPORTUNITY TO CURE

If a Default occurs, in the determination of the Owner, the Owner may so notify the Contractor ("Default Notice"), specifying the basis for such Default, and advising the Contractor that such Default must be cured immediately, or this Agreement may be terminated. Notwithstanding, the Owner may, in its sole discretion, allow the Contractor to rectify the Default to the Owner's reasonable satisfaction within a thirty (30) day period. The Owner may grant an additional period of such duration as the Owner shall deem appropriate without waiver of any of the Owner's rights hereunder, so long as the Contractor has commenced curing such Default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Owner prescribes.

B. REMEDIES IN THE EVENT OF A DEFAULT

1. If a Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:
 - a) lost revenues;
 - b) the difference between the cost associated with procuring Work hereunder and the amount actually expended by the Owner for re-procurement of Work, including procurement and administrative costs; and,
 - c) such other direct damages.
 - d) the Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. Owner may also bring any suit or proceeding for specific performance or for an injunction.

14.3 TERMINATION BY THE OWNER

A. TERMINATION BY THE OWNER FOR CAUSE

1. The Owner may terminate the Contract if the Contractor:
 - a. persistently or repeatedly refuses or fails, to supply enough properly skilled workers and/or proper equipment and/or materials, or failure to adhere to the construction schedule established as adjusted from time to time pursuant to the terms of this Agreement.
 - b. fails to make payment to Suppliers and/or Subcontractors for equipment, materials or labor in accordance with the respective agreements between the Contractor and the Suppliers and/or Subcontractors;
 - c. disregards laws, ordinance, or rules, regulations or orders of a public authority having jurisdiction; or

- d. fails to cure any Default in a manner consistent with Section 14.2
 - e. otherwise is guilty of substantial breach of a provision of the Contract Documents.
- 2. When any of the above reasons exist, the Owner, upon certification by the Consultant that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - a. take possession of the Project site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - b. accepts assignment of subcontracts; and
 - c. finish the Work by whatever reasonable method the Owner may deem expedient.
 - d. prior to the Contractor leaving the Project site, the Contractor shall secure the site and leave it in a safe condition.
- 3. When the Owner terminates the Contract, the Contractor shall not be entitled to receive any further payment until the Work is finished.
- 4. All damages, costs and charges incurred by Owner, including compensation for the Consultant's Services, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Owner shall exceed the unpaid balance, then Contractor shall be liable and shall pay to Owner the amount of said excess. The amount to be paid to the Owner shall be certified by the Consultant, upon application, and this obligation for payment shall survive termination of this Contract.
- 5. If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of Owner and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth below.

B. TERMINATION BY THE OWNER FOR CONVENIENCE

This Contract may be terminated for convenience by Owner upon thirty (30) days written notice to Contractor, and the Contractor's surety, if any (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all acceptable work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. No payment shall be

made for work/services or profit for such work/services, which have not been performed.

C. RECEIPT OF NOTICE OF TERMINATION

Upon receipt of Notice of Termination pursuant to Sections 14.3 A or B above, Contractor shall deliver or otherwise make available to Owner all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract whether completed or in process.

14.4 SUSPENSION BY THE OWNER FOR CONVENIENCE

- A. The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.
- B. An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent;
 - 1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
 - 2. that an equitable adjustment is made or denied under another provision of this Contract.
- C. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

14.5 ASSURANCES OF ABILITY TO PERFORM THE WORK; AGREEMENT ADJUSTMENTS

- A. When, in the opinion of the Owner, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the Owner may request that the Contractor, within the time frame set forth in the Owner's request, provide adequate assurances to the Owner, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Owner receives such assurances the Owner may request an adjustment to the compensation received by the Contractor for portions of the Work that the Contractor has not performed. In the event that the Contractor fails to provide to the Owner the requested assurances within the prescribed time frame, the Owner may:
 - 1. treat such failure as a repudiation of this Agreement;
 - 2. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.
- B. In the event the Owner shall terminate the Agreement, the Owner or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

END OF GENERAL CONDITIONS

6

RESOLUTION NO. 2017/139

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A REVISED SITE PLAN FROM RAM REALTY ACQUISITIONS IV, LLC, TO CONSTRUCT 226 RESIDENTIAL UNITS, 7,700 SQUARE FEET OF COMMERCIAL USE AND 1,400 SQUARE FEET OF OFFICE USE ON THE 8.04 ACRE SITE LOCATED AT 1250 WEST HILLSBORO BOULEVARD, DEERFIELD BEACH, FLORIDA, WITHIN THE TRANSIT ORIENTED DEVELOPMENT ZONING DISTRICT (APPLICATION NO. 07-TOD-A1 REVISION 1); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 07-TOD-A1 Revision 1 (the "Revised Site Plan Application") has been submitted to the City by Ram Realty Acquisitions IV, LLC (the "Applicant") seeking site plan approval to construct 226 residential units, 7,700 square feet of commercial use and 1,400 square feet of office use to be located at 1250 West Hillsboro Boulevard within the Transit Oriented Development Zoning District (the "TOD Development"); and

WHEREAS, the TOD Development site is an 8.04-acre parcel of land described as DEERFIELD STATION TOD 181-119 B PAR A, as more particularly described in the file, and located at 1250 West Hillsboro Boulevard, Deerfield Beach, Florida (the "Property"); and

WHEREAS, on February 19, 2008, the City Commission approved the rezoning for the Property from Business – Highway (B-2) to Transit Oriented Development (TOD), along with the Master Plan, Site Plan and design standards for 549 residential dwelling units, 148 hotel rooms, 15,072 sq. ft. of commercial use, 36,000 sq. ft. of office use and two parking garages containing 1,140 parking spaces; and

WHEREAS, the Revised Site Plan Application submitted by the Applicant for the TOD Development reduces the previously approved density and intensity of the proposed development on the Property; and

WHEREAS, the Revised Site Plan Application was reviewed by pertinent City staff, approved by the Community Appearance Board on March 8, 2017 and was recommended for approval by the Planning & Zoning Board on April 6, 2017; and

WHEREAS, on June 30, 2017, the Applicant submitted minor revisions to the application, which reduce the nonresidential square footage from the previously proposed 3,500 sf of office use and 8,500 sf of commercial use, with some minor reconfiguration to the layout of the residential portion of the proposed development including modifications to the clubhouse and communal amenities area and minor elevation changes to the residential buildings; and

WHEREAS, the Revised Site Plan Application is being considered concurrently with the separate revised Master Plan (07-R-155) and Re-plat (17-P-206) applications for the Property; and

WHEREAS, the Applicant has voluntarily offered the following mitigation (collectively, the "Mitigation") to the City as a condition of the Revised Site Plan Application approval and Revised Master Plan approval:

- The TOD Development will impose burdens on the City's water and sewer infrastructure. In recognition of this fact, and as mitigation, the Applicant shall pay to the City the sum of \$150,000 prior, and as a condition precedent, to the issuance of the first building permit for the TOD Development (the "Mitigation Payment").
- Applicant shall pay for all water and sewer connections fees attributable to the TOD Development in accordance with the City Code (the "Connection Fee Payments").
- Applicant shall pay for and deliver to the City, at Applicant's sole expense, all design plans and specifications reasonably necessary for the construction, installation and connection of an Upgraded Lift Station in accordance with City provided design standards prior, and as a condition precedent, to City's issuance of the first vertical building permit for the TOD Development (the "Design Plans").
- Applicant agrees to provide for City's use of a portion of the Property that is acceptable to the City, as further identified in the Water and Sewer Agreement between the parties, for the City's future use for staging and constructing and connecting an Upgraded Lift Station (the "Staging Area").
- Applicant agrees to enter into a Development Agreement with the City, in a form acceptable to the City Attorney, for a phasing of development that assures the completion of the commercial elements of the plan concurrent with the residential development.

The above Mitigation shall be memorialized in one or more binding agreements approved by the City Attorney and executed by the City Manager and recorded in the public records of Broward County prior to any development or issuance of building permits.

WHEREAS, as to the Revised Site Plan Application, based upon the evidence in the record and presented at the hearing before the City Commission, as well as the Mitigation offered by the Applicant, the City Commission finds that all applicable Land Development Code requirements have been met, the Application is consistent with the City's Comprehensive Plan and approval of the Revised Site Plan Application is in the best interests of the City.

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

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

Section 2. The Revised Site Plan Application is hereby approved subject to the following conditions:

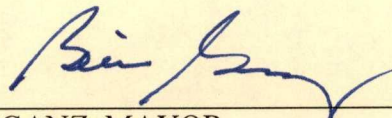
- a) Execution and full implementation of a Development Agreement, in a form acceptable to the City Attorney and the City Manager that provides for a phasing of development that assures the completion of the commercial elements of the TOD Development concurrent with the residential development.
- b) Execution and full implementation of an Amended Water and Sanitary Sewer Agreement, in a form acceptable to the City Attorney and the City Manager, that provides for (i) the Mitigation Payment, (ii) the Connection Fee Payments, (iii) the Design Plans and (iv) the required Staging Area.
- c) All requirements set forth in the DRC report, as amended, dated October 19, 2017, shall be deemed conditions of this Approval and shall be satisfied.
- d) The conditions set forth above are specifically made a part of the approval of the Revised Site Plan Application.

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

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

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

PASSED AND ADOPTED THIS 7TH DAY OF NOVEMBER, 2017.



BILL GANZ, MAYOR

ATTEST:


for SAMANTHA GILLYARD, CMC, CITY CLERK

Return to: (enclose self-addressed stamped envelope)

Name: Alicia Lewis, Esq.

Address: Greenspoon Marder, P.A.
200 E. Broward Blvd.
Suite 1800
Fort Lauderdale, FL 33301

This Instrument Prepared by:
Alicia Lewis, Esq.
Greenspoon Marder, P.A.
200 E. Broward Blvd.
Suite 1800
Fort Lauderdale, FL 33301



SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "AGREEMENT") is entered into as of this 31st day of January, 2018 by and between the CITY OF DEERFIELD BEACH, FLORIDA ("CITY"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441, and RRPIV DEERFIELD STATION LLC, a Florida limited liability company ("DEVELOPER") whose mailing address is 4801 PGA Boulevard, Palm Beach Gardens, FL 33418.

(Whenever used herein, the term "CITY" shall also include and collectively refer to CITY's respective successors in interest. Whenever used herein, the term "DEVELOPER" shall also include and collectively refer to DEVELOPER's respective heirs, legal representatives, assigns, and successors in title.)

WITNESSETH:

WHEREAS, DEVELOPER is the owner of approximately 8.03 acres of vacant land located at the commonly known address of 1250 West Hillsboro Boulevard, Deerfield Beach, Florida 33442 (the "PROPERTY"), as more particularly described on **Exhibit A** attached hereto; and

WHEREAS, on May 1, 2007, the Deerfield Beach City Commission (the "CITY COMMISSION") approved a Comprehensive Plan Amendment to change the land use designation of the PROPERTY to Transit-Oriented Development ("TOD"); and

WHEREAS, § 98-63 of the Deerfield Beach Land Development Code (the "CODE") provides that a TOD shall be adopted in the same manner as a rezoning ordinance, except that it shall contain a Master Plan demonstrating or requiring compliance with conditions set forth herein and generally depicting the nature, intensity and location of various uses, dimensional and other development requirements, which has been reviewed by CITY's Development Review Committee ("DRC") in the same manner as any application requiring major development review.

The TOD ordinance may provide that minor modifications to this Master Plan shall be permitted pursuant to § 98-12 of the CODE regarding development plans; and

WHEREAS, on February 19, 2008, in accordance with the guidelines set forth in § 98-63 of the CODE, as amended (collectively, the "TOD GUIDELINES"), the CITY COMMISSION approved the rezoning of the PROPERTY to TOD, the TOD Master Plan, Site Plan, and Design Standards to construct a mixed-use transit oriented development with 549 residential units, 148 hotel rooms, 15,072 square feet designated for commercial use, 36,000 square feet designated for office use, and two parking garages (collectively, the "INITIAL DEVELOPMENT"); and

WHEREAS, § 98-14 of the CODE provides that a site plan approval shall expire eighteen (18) months following the date of approval unless a building permit for a principal building has been issued to the applicant as required by the Florida Building Code (2004), as amended, and has been kept in force so that work is proceeding toward a completion of the site and project in a commercially reasonable time; and

WHEREAS, no building permit was issued for the INITIAL DEVELOPMENT within eighteen (18) months following the date of approval, thus causing the Site Plan to expire; and

WHEREAS, DEVELOPER proposes to amend the previously approved TOD Master Plan and Site Plan to develop the PROPERTY with 226 multi-family residential dwelling units (the "RESIDENTIAL SPACE"), a space for general commercial use, the square footage of which shall be equal to that which is set forth in the TOD PROJECT's (as such term is hereinafter defined) Site Plan approved by the CITY COMMISSION, as such may be amended from time to time (the "COMMERCIAL SPACE"), and a space for office use, the square footage of which shall be equal to that which is set forth in the TOD PROJECT's Site Plan approved by the CITY COMMISSION, as such may be amended from time to time (the "OFFICE SPACE"; the COMMERCIAL SPACE and the OFFICE SPACE are referred to hereafter collectively as the "TRADE DEVELOPMENT"); and

WHEREAS, the RESIDENTIAL SPACE, the COMMERCIAL SPACE, and the OFFICE SPACE are hereinafter collectively referred to hereafter as the "TOD PROJECT"; and

WHEREAS, DEVELOPER intends to develop all portions of the TOD PROJECT; and

WHEREAS, DEVELOPER may sell the TOD PROJECT (or any portion thereof) to an unrelated, unaffiliated, separate third-party entity or entities (each, individually, a "THIRD PARTY" and collectively, the "THIRD PARTIES"), but such transaction shall not diminish the rights and obligations pertaining to the PROPERTY as herein set forth; and

WHEREAS, each THIRD PARTY shall own and maintain its respective portion(s) of the PROPERTY and the TOD PROJECT in accordance with the approved Master Plan, the TOD GUIDELINES, and all applicable obligations required under this AGREEMENT, which shall operate as a covenant running with and binding upon the PROPERTY; and

WHEREAS, § 98-63(a) of the CODE provides that a TOD shall only be permitted on a parcel with a TOD land use designation on the City Future Land Use Plan, and such designation

requires that each TOD is composed of a residential use and at least two non-residential uses, and that all business activities including any sale, display, preparation and storage, must be conducted within a fully-enclosed building (with the exception of outdoor seating for restaurants, craft/artisan production, brewpubs, and outdoor uses specified in the CODE); and

WHEREAS, § 98-63(e)(3) of the CODE further requires a TOD to provide, as an integral part of the TOD, a plaza, urban open space, green space, or pocket park use that are accessible to the public; and

WHEREAS, DEVELOPER understands that the site plan for the RESIDENTIAL SPACE would not have been approved without a commitment to construct the TRADE DEVELOPMENT concurrently with the RESIDENTIAL SPACE, and nothing contained herein shall cause said commitment to be frustrated; and

WHEREAS, the PROPERTY is adjacent to a Tri-Rail station owned by the Florida Department of Transportation (“FDOT”), the location of which is more particularly described and identified in **Exhibit B** attached hereto (the “FDOT PROPERTY”); and

WHEREAS, there is an existing platted easement area on the PROPERTY (the “PLATTED EASEMENT AREA”), and DEVELOPER intends to grant an easement for public vehicular and pedestrian ingress and egress over, upon, and across the PLATTED EASEMENT AREA to and from the PROPERTY, the OFFSITE PLAZA (as such term is hereinafter defined), and the public right-of-way adjacent to the PROPERTY (i.e., Hillsboro Boulevard), the location of the PLATTED EASEMENT AREA being more particularly described and identified in **Exhibit C** attached hereto; and

WHEREAS, the parties hereto expressly acknowledge and agree that this AGREEMENT is not intended to and shall not, in any manner or to any degree, define, limit, amend, alter, or otherwise modify the PLATTED EASEMENT AREA or the scope thereof, or any right, title, interest, and/or obligation therein or thereto; and

WHEREAS, § 98-63(e)(4) of the CODE requires that the design features of the TOD PROJECT promote and enhance pedestrian mobility and connectivity to transit, and this AGREEMENT shall be interpreted and implemented so as to satisfy this requirement; and

WHEREAS, DEVELOPER intends to collaborate with FDOT to ensure that the TOD PROJECT meets the TOD GUIDELINES, including the development of a public plaza, which is intended to be located on the FDOT PROPERTY (the “OFFSITE PLAZA”), and would allow for public bicycle parking and provide a walkable pedestrian connection to and from the rail station, the location of OFFSITE PLAZA being more particularly described and identified in **Exhibit D** attached hereto; and

WHEREAS, DEVELOPER has designated a portion of the PROPERTY to be used for the development of a plaza for the use and enjoyment of and by the general public (the “ONSITE PLAZA”; the ONSITE PLAZA and the OFFSITE PLAZA hereinafter collectively referred to as the “PUBLIC PROJECT”), the location of the ONSITE PLAZA being more particularly described and identified in **Exhibit E** attached hereto; and

WHEREAS, DEVELOPER hereby desires to grant to CITY and CITY desires to receive from DEVELOPER an irrevocable, perpetual, nonexclusive easement (the "EASEMENT") for public pedestrian ingress and egress over, upon, and across such portion of the PROPERTY being more particularly defined in SECTION 5 of this AGREEMENT, and more particularly described and identified in **Exhibit F** attached hereto (the "PLAZA EASEMENT AREA") to and from the PLATTED EASEMENT AREA and the ONSITE PLAZA, together with the public's right to use and enjoy the ONSITE PLAZA, in accordance with the terms and conditions herein set forth. The parties acknowledge that such an easement is required to meet the requirements of a Transit Oriented Development; and

WHEREAS, the ONSITE PLAZA and the PLAZA EASEMENT AREA are part of the PROPERTY upon which the RESIDENTIAL SPACE is to be constructed (the "RESIDENTIAL PARCEL"), and the owner(s) of the RESIDENTIAL PARCEL (collectively, hereinafter referred to as "RESIDENTIAL PARCEL OWNER", but only during such period(s) of time such party(ies) own the RESIDENTIAL PARCEL or any portion thereof), regardless of whether RESIDENTIAL PARCEL OWNER is DEVELOPER, THIRD PARTY, THIRD PARTIES, or any combination of them, shall be responsible (jointly and severally, in the event and to the extent there is more than one RESIDENTIAL PARCEL OWNER during any period) for the full and timely performance of all obligations, covenants, terms, and conditions of this AGREEMENT which relate to and govern the ONSITE PLAZA and the PLAZA EASEMENT AREA and DEVELOPER does hereby agree that the ONSITE PLAZA and PLAZA EASEMENT AREA will remain a single parcel and neither will be sold separate apart from the other creating a unity of title between them and the Residential Parcel; and

WHEREAS, DEVELOPER and CITY desire to enter into this AGREEMENT to provide assurances to CITY that all elements of the TOD PROJECT and the PUBLIC PROJECT shall be developed and completed in a timely manner pursuant to the terms and conditions herein contained, that such shall comply with the TOD GUIDELINES, and to evidence the general public's rights to use the PLAZA EASEMENT AREA in conjunction with the terms and conditions of the EASEMENT, as more particularly set forth in this AGREEMENT; and

WHEREAS, this Agreement shall be liberally construed to achieve this intent, particularly, to assure that all elements of the TOD are developed concurrently, including the Public Project and all covenants herein shall be considered as a condition of all development orders for the Property; and

WHEREAS, DEVELOPER and CITY agree that the full and timely performance of the terms under this AGREEMENT shall satisfy all obligations DEVELOPER may have under §§ 98-20 and 98-63(e)(3)-(4) of the CODE, as such may be amended from time to time.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained in this AGREEMENT, the sufficiency and adequacy of which are hereby acknowledged by the parties hereto, the parties to this AGREEMENT do hereby agree as follows:

1. RECITALS; EXHIBITS. The foregoing recitals are true and correct and are incorporated, in their entirety, into and made a part of this AGREEMENT as if specifically

set forth herein. All exhibits to this AGREEMENT are hereby deemed a part hereof as if set forth herein verbatim.

2. RECORDING; COVENANTS RUN WITH THE LAND. In order to assure the development of a unified TOD PROJECT, this AGREEMENT shall be recorded in the Public Records of Broward County, Florida and shall run with and bind the PROPERTY and all future owners thereof. Upon DEVELOPER's transfer of the PROPERTY or any portion thereof, DEVELOPER shall set forth on the face of the instrument transferring title to such PROPERTY (or portion(s) thereof, as applicable) that such PROPERTY (or portion(s) thereof, as applicable) is and shall remain subject to the respective promises, covenants, restrictions, conditions, agreements, and other provisions contained in this AGREEMENT.

3. COMPLIANCE WITH TOD GUIDELINES; PAYMENT IN LIEU. Pursuant to the TOD GUIDELINES, the purpose of a TOD is to provide for innovations in mixed-use development, which is transit supportive. A TOD is appropriate in areas served by regional transit stations, such as Tri-Rail stations, major transit hubs, and neighborhood and regional transit centers. On or before the date upon which DEVELOPER seeks the issuance of the first certificate of occupancy for the RESIDENTIAL SPACE, the OFFICE SPACE, and the COMMERCIAL SPACE, DEVELOPER shall complete the installation of all improvements related to the ONSITE PLAZA, which are satisfactory to CITY (in CITY's reasonable discretion). It is understood and agreed that completion of the On Site Plaza shall be a requirement for development of not only the RESIDENTIAL SPACE, but also the TRADE DEVELOPMENT and no certificates of occupancy shall be granted for any building on any portion of the PROPERTY until that is completed and that this requirement shall supercede anything to the contrary set forth herein and shall bind any owner of an portion of the PROPERTY.

DEVELOPER has initiated discussions with FDOT regarding the terms of development for the TOD PROJECT and the OFFSITE PLAZA. Pursuant to § 98-20 of the CODE, which requires the payment of monies in lieu of installing required improvements, in the event that DEVELOPER and FDOT fail to execute a mutually satisfactory agreement (the "FDOT AGREEMENT") on or before the date upon which DEVELOPER seeks the first building permit for the RESIDENTIAL SPACE, then immediately prior to and as a condition precedent to CITY's issuance of the first building permit for the RESIDENTIAL SPACE, DEVELOPER shall deliver to CITY an amount equal to Fifty-Five Thousand Five Hundred Ninety-Six and No/100 Dollars (\$55,596.00) (the "PAYMENT IN LIEU"). By way of explanation and clarification, the PAYMENT IN LIEU was calculated based on the following costs: (i) the total projected costs of development of the OFFSITE PLAZA, as more particularly described in **Exhibit G** attached hereto, and (ii) an amount equal to twenty percent (20%) of such projected costs to cover costs of inflation and other potential unforeseen costs pursuant to § 98-20 of the CODE. In addition to the PAYMENT IN LIEU, if DEVELOPER and FDOT fail to timely execute the FDOT AGREEMENT as required above, DEVELOPER shall also provide to CITY the following as a condition precedent to CITY's issuance of the first building permit for the RESIDENTIAL SPACE:

(A) Evidence satisfactory to CITY (in CITY's reasonable discretion) of DEVELOPER's good-faith efforts to come to an agreement with FDOT regarding the OFFSITE

PLAZA;

(B) Evidence satisfactory to CITY (in CITY's reasonable discretion) that a mutually satisfactory agreement with FDOT regarding the OFFSITE PLAZA was not executed, and that further attempts to negotiate with FDOT would likely be futile.

Following DEVELOPER's satisfaction of the foregoing conditions and timely payment of the PAYMENT IN LIEU in full, DEVELOPER shall otherwise be released from its obligation hereunder to complete the OFFSITE PLAZA. Thereafter, CITY may, in its sole and absolute discretion (but subject to all applicable LAWS, as such term is hereinafter defined), allocate, appropriate, expend, or take any other action(s) with respect to the PAYMENT IN LIEU funds.

DEVELOPER and CITY agree that DEVELOPER's full and timely performance of the provisions and conditions contained herein pertaining to the PUBLIC PROJECT and the PAYMENT IN LIEU (as applicable) shall satisfy (i) DEVELOPER's obligation to provide a "transit supportive" element of the development as set forth under § 98-63(e)(3) of the CODE, as such may be amended from time to time, and (ii) DEVELOPER's obligations regarding the payment of monies in lieu of installing required improvements as set forth under the CODE, as such may be amended from time to time (as applicable).

4. DEVELOPMENT AND OWNERSHIP OF THE TRADE DEVELOPMENT; REMEDIES. Pursuant to the TOD GUIDELINES, each TOD must be comprised of residential use and at least two non-residential uses. This AGREEMENT shall be construed in such a manner as required to achieve the intent of the CODE, as amended, and to achieve concurrent development of all three uses. DEVELOPER intends to be the developer of all portions of the TOD PROJECT, and DEVELOPER shall be solely responsible for the developing the TOD PROJECT in accordance with the approved master plan and the TOD GUIDELINES, and such development thereof shall be subject to the provisions of this AGREEMENT. DEVELOPER may, from time to time and at any time, and at its sole option, elect to sell the TOD PROJECT (or any portion thereof) to a THIRD PARTY or THIRD PARTIES; provided that such transfer shall not effect the achievement of the goal of the concurrent development of all aspects the TOD Project as approved by the City Commission. In order to ensure the timely completion of all aspects of the entire TOD PROJECT in compliance with the TOD GUIDELINES, DEVELOPER agrees that CITY shall have the right, at CITY's sole option, to refuse to issue the certificates of occupancy for the final twenty-five (25) units of the RESIDENTIAL SPACE until the final certificate of occupancy for the entirety of the TRADE DEVELOPMENT is issued. Provided that DEVELOPER has complied with all other requirements and obligations necessary for the issuance of final certificates of occupancy for the final twenty-five (25) units within the RESIDENTIAL SPACE, CITY shall issue final certificates of occupancy for the final twenty-five (25) units within the RESIDENTIAL SPACE immediately upon and concurrently with the issuance of the final certificate of occupancy for the TRADE DEVELOPMENT; provided that all other requirements for obtaining a Certificate of Occupancy are satisfied. Nothing herein and no transfer of any portion of the Property shall cause this condition to be vitiated in any way or to any degree as the concurrent development of all three elements (Residential, Retail and Office) of the TOD. This is an obligation on the Property as a whole.

5. GRANT OF EASEMENT. By this AGREEMENT and subject to its terms and

conditions, DEVELOPER, as the current owner of the PLAZA EASEMENT AREA, hereby grants and conveys to CITY, for the use and enjoyment of and by the general public, an irrevocable, perpetual, nonexclusive easement for the use of the PLAZA EASEMENT AREA, as necessary for public pedestrian access to and from the public rights-of-way adjacent to the PROPERTY (i.e., Hillsboro Boulevard) and the ONSITE PLAZA, with the rights of ingress and egress to, from, and across the PLAZA EASEMENT AREA, together with the public's right to use and enjoy the ONSITE PLAZA (the "EASEMENT"). DEVELOPER warrants marketable title to the PLAZA EASEMENT AREA, subject to any and all commercially reasonable exceptions which may be set forth in the owner's title policy issued to DEVELOPER. DEVELOPER shall procure the consent, approval, joinder, or execution of any other party which is necessary to grant the rights to the EASEMENT granted herein. A title opinion from a licensed Florida Attorney shall issue and provide a title opinion, for the City's reliance, to this effect, which opinion must be accepted by the City Attorney and shall be a precondition to the issuance of any building permit for the Property. The EASEMENT shall operate as an easement in gross and is not appurtenant to any other real property or interest therein. The PLAZA EASEMENT AREA shall be open for the use of the general public seven (7) days a week and twenty-four (24) hours a day, provided that such use is otherwise in accordance with the provisions of this AGREEMENT and all applicable CODE requirements. RESIDENTIAL PARCEL OWNER shall not permit any obstruction that would unreasonably restrict the free pedestrian access from and across the PLAZA EASEMENT AREA to be placed, kept, permitted, or maintained on the PLAZA EASEMENT AREA or along the common boundary lines between the PLAZA EASEMENT AREA and the ONSITE PLAZA, except (i) those as otherwise expressly provided for in the Site Plan, (ii) as may be necessary on a temporary basis for maintenance, reconstruction, restoration, or repair of the PLATTED EASEMENT AREA, the PLAZA EASEMENT AREA, the PROPERTY, the FDOT PROPERTY, the ONSITE PLAZA, the OFFSITE PLAZA, or any of them, including any portion thereof, and (iii) that DEVELOPER may temporarily fence off or block a portion of the PLAZA EASEMENT AREA to the extent necessary for traffic control or regulation, to prevent a dedication thereof, to prevent a public taking through condemnation, or to prevent the accrual of any prescriptive rights to any person therein. Notwithstanding anything contained herein to the contrary, the easement rights granted herein are nonexclusive in nature and are subject to all matters of record.

The assignment, conveyance, or other transfer of the PLAZA EASEMENT AREA or any portion thereof, including all obligations attached thereto pursuant to this AGREEMENT, shall be made subject to and in accordance with the assignment and release provisions set forth under SECTION 6 below.

(A) INTENTIONALLY OMITTED.

(B) Warranties of Developer and Residential Parcel Owner. As a condition of the issuance of any certificate of occupancy for any portion of the Property, DEVELOPER shall complete development of the PLAZA EASEMENT AREA and the ONSITE PLAZA with the professional skill and care ordinarily provided by developers in the same or similar locality under the same or similar circumstances. RESIDENTIAL PARCEL OWNER shall, at its sole cost and expense, repair, replace, restore, and renovate, any portion of the PLAZA EASEMENT AREA (including any improvement thereon or therein) as deemed necessary by CITY (in CITY's reasonable discretion) to keep the PLAZA EASEMENT AREA and its improvements (as

applicable) in commercially reasonable condition and repair, suitable for the purposes for which they were designed and intended, with the exception of any maintenance, repairs, replacements, restoration, and/or renovations which may be reasonably necessary as a result of or otherwise related to any negligent, willful, reckless, or wrongful act or omission of CITY, its employees, representatives, contractors, and agents, or any of them.

(C) Maintenance of the Plaza Easement Area and the Onsite Plaza. Upon completion of the PLAZA EASEMENT AREA and its acceptance by CITY as complete (in CITY's reasonable discretion) and at all times thereafter, RESIDENTIAL PARCEL OWNER shall, at its sole cost and expense, be responsible for procuring and providing for all services in connection with the maintenance and repair of, on, and to the PLAZA EASEMENT AREA, including all improvements thereon or therein, as may be necessary or appropriate to keep the PLAZA EASEMENT AREA in commercially reasonable condition and repair.

Except as expressly provided for under SECTION 5, SUBSECTION B of this AGREEMENT, upon the completion of the ONSITE PLAZA and acceptance of such by CITY as complete (in CITY's reasonable discretion) and at all times thereafter, RESIDENTIAL PARCEL OWNER shall, at its sole cost and expense, be responsible for procuring and providing for all services in connection with the maintenance and repair of and on the ONSITE PLAZA, including all improvements thereon or therein, as may be necessary or appropriate to keep the ONSITE PLAZA in commercially reasonable condition and repair. This shall be considered a continuing condition of the development order for the project in perpetuity.

(D) Use of the Plaza Easement Area and the Onsite Plaza. Use of the EASEMENT and the PLAZA EASEMENT AREA shall solely be for the general public's pedestrian access to and from the PLATTED EASEMENT AREA and the ONSITE PLAZA, with the rights of ingress and egress to, from, and across the PLAZA EASEMENT AREA, together with the rights of use and enjoyment of the ONSITE PLAZA for such uses as are generally associated with such a public plaza. Notwithstanding the foregoing, until the completion of the PLAZA EASEMENT AREA and the ONSITE PLAZA, and the acceptance of such by CITY as complete (in CITY's reasonable discretion), the EASEMENT and the public's right to use the EASEMENT over, upon, and across the PLAZA EASEMENT AREA and the ONSITE PLAZA shall be of no force or effect. Use of the EASEMENT shall be in accordance with all applicable federal, state, and municipal statutes and ordinances, and all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders, and directives now exist or may hereafter exist, including any zoning ordinances or regulations (collectively, "LAWS"). RESIDENTIAL PARCEL OWNER shall not be required to permit access to the PLAZA EASEMENT AREA and use of the EASEMENT to any member(s) of the general public whose use is inconsistent with the provisions of this SUBSECTION D. RESIDENTIAL PARCEL OWNER shall have the right to use all reasonable and lawful measures to remove any member(s) of the general public from the PLAZA EASEMENT AREA and/or the ONSITE PLAZA for such members' continued use of the EASEMENT inconsistent with the provisions of this SUBSECTION (D). The Residential Parcel Owner specifically indemnifies, and holds the City harmless from any of its actions and any claims, causes of action, liability or judgments resulting from its actions in this regard. Nothing herein shall waive City's sovereign immunity.

Notwithstanding anything contained herein to the contrary, DEVELOPER shall have the

right to use the PLAZA EASEMENT AREA and the ONSITE PLAZA (or any portion thereof), and any property of DEVELOPER adjoining the PLAZA EASEMENT AREA, the ONSITE PLAZA, and/or the PROPERTY for any other lawful purpose not inconsistent with the full use and enjoyment of the rights granted herein in favor of CITY and the general public, so long as such is also consistent with the CODE and the DEVELOPMENT ORDER.

(E) Alteration of the Plaza Easement Area and the Onsite Plaza. RESIDENTIAL PARCEL OWNER shall have the right, from time to time and at any time, at its sole cost and risk and in accordance with all LAWS, to perform such alteration, renovation, repair, refurbishment, improvement, and other work with regard to the PLAZA EASEMENT AREA and the ONSITE PLAZA, including, without limitation, any improvements thereon, as RESIDENTIAL PARCEL OWNER may elect, subject to the provisions of this AGREEMENT, including, but not limited to, demolishing and removing any improvements on the PLAZA EASEMENT AREA, the ONSITE PLAZA, or either of them, and to construct replacement improvements of quality equal to or better than those originally constructed. Notwithstanding the foregoing, RESIDENTIAL PARCEL OWNER shall be required to obtain CITY's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, to any architectural changes or aesthetic changes to the PLAZA EASEMENT AREA, the ONSITE PLAZA, or either of them. Any improvements must be consistent with the spirit and intent of this agreement and a transit oriented development and the creation of an attractive public space.

(i) Notwithstanding the foregoing provisions of this SUBSECTION E, any of the following alterations, additions, renovations, repairs, refurbishments, improvements, or other work to the PLAZA EASEMENT AREA and/or the ONSITE PLAZA shall be deemed a "PERMITTED ALTERATION", and shall not require CITY's prior written consent: (a) work of a strictly cosmetic nature, such as re-painting, replacing, or fixing the improvements thereon or any portion thereof (so long as such replacement does not materially differ from the original form of the item which requires replacing); (b) work which does not materially affect the visual appearance or utility of the PLAZA EASEMENT AREA, ONSITE PLAZA, and/or the improvements thereon or therein (e.g., subsurface work); (c) work which is required by any LAWS, or which may be necessary to bring the PLAZA EASEMENT AREA, ONSITE PLAZA, and/or the improvements thereon or therein into compliance with any LAWS; and (d) work which RESIDENTIAL PARCEL OWNER, its counsel, licensed engineers, surveyors, and/or other representatives may deem necessary, including without limitation, such work as may be reasonably necessary for the health, safety, and/or general welfare of the public.

(ii) It is expressly understood and agreed that all work shall be completed promptly and in a good and workman-like manner. All such alterations, additions, renovations, repairs, refurbishments, improvements, or other work to the PLAZA EASEMENT AREA and the ONSITE PLAZA shall be performed in class and quality at least equal to the original construction work.

(F) Payment of Taxes; Insurance. RESIDENTIAL PARCEL OWNER shall be responsible for paying any and all present and future taxes, duties, levies, imposts, deductions, assessments, fees, withholdings or similar charges, and all liabilities with respect to the same levied by the United States of America, any jurisdiction within the United States of America, or

any branch, agency, or instrumentality thereof, including but not limited to property taxes, the failure of which to pay may result in a lien against all or any portion of the PLAZA EASEMENT AREA and the ONSITE PLAZA.

Upon completion of the PLAZA EASEMENT AREA and its acceptance by CITY as complete (in CITY's reasonable discretion) and at all times thereafter, RESIDENTIAL PARCEL OWNER shall, at its sole cost and expense, maintain in full force and effect a comprehensive general liability insurance policy against any loss, liability or damage arising out of any and all use of all or any portion of the PLAZA EASEMENT AREA by anyone provided with such access rights as permitted under this AGREEMENT (the "EASEMENT INSURANCE POLICY"). The EASEMENT INSURANCE POLICY shall have limits of not less than \$1,000,000 single limit per occurrence and \$2,000,000 aggregate coverage on an occurrence basis, and shall name CITY as an additional insured. RESIDENTIAL PARCEL OWNER shall deliver to CITY a copy of the EASEMENT INSURANCE POLICY within thirty (30) days following each renewal thereof; provided that if RESIDENTIAL PARCEL OWNER fails to deliver such policy in a timely manner, CITY shall deliver written notice to RESIDENTIAL PARCEL OWNER requesting delivery thereof and RESIDENTIAL PARCEL OWNER shall deliver such policy within 20 days of receipt of such written notice. Any lapse in the policy shall be deemed a violation of this Agreement and the development order approving the project and therefore a violation of the City Code.

(G) Indemnification. Upon completion and acceptance by CITY as complete (in CITY's reasonable discretion) of the PLAZA EASEMENT AREA and the ONSITE PLAZA, RESIDENTIAL PARCEL OWNER acknowledges and agrees that it shall indemnify, save, defend, and hold harmless CITY from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, damages arising and sums paid in settlement of claims, reasonable out-of-pocket attorneys' fees, reasonable out-of-pocket consultants' fees, and reasonable out-of-pocket expert fees (including any appeals) arising from or otherwise related to any and all (i) negligent or willful acts or omissions of or on behalf of RESIDENTIAL PARCEL OWNER in connection with the PLAZA EASEMENT AREA and/or the ONSITE PLAZA; (ii) negligent or willful acts or omissions of or on behalf of RESIDENTIAL PARCEL OWNER which are in breach of the material terms of this AGREEMENT, or which constitute a material, un-cured default hereunder; and (iii) other culpable acts or omissions, including (without limitation) a violation of any LAWS, of or on behalf of RESIDENTIAL PARCEL OWNER in connection with the PLAZA EASEMENT AREA and/or the ONSITE PLAZA. Nothing contained herein shall be construed as expanding, limiting, waiving, or otherwise altering the scope of any applicable statutorily or judicially created sovereign immunity and recovery limits applicable to CITY, or any applicable statutorily or judicially created waiver thereof, as such may be amended from time to time.

Notwithstanding anything to the contrary contained in this AGREEMENT, RESIDENTIAL PARCEL OWNER shall not be obligated to indemnify, save, defend, and hold harmless CITY from and against any of the foregoing claims set forth in this SUBSECTION (G) if and to the extent that such liability is a result of, arises out of, or is otherwise related to any negligent act or omission of CITY.

(H) Cooperation; No Partnership. CITY, DEVELOPER, and RESIDENTIAL

PARCEL OWNER (as applicable, if and to the extent DEVELOPER, at any time hereafter, is not the sole RESIDENTIAL PARCEL OWNER) shall use reasonable efforts to cooperate with each other to facilitate the exercise of the rights granted hereunder; provided, however, that such duty of cooperation shall not require either party to pay any amounts or otherwise contradict or diminish the specific rights of either party under this AGREEMENT, except as may be expressly set forth herein. The provisions of this AGREEMENT are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between CITY, DEVELOPER, and RESIDENTIAL PARCEL OWNER (as applicable, if and to the extent DEVELOPER, at any time hereafter, is not the sole RESIDENTIAL PARCEL OWNER).

(I) No Dedication. Nothing contained in this AGREEMENT shall in any way be construed as a dedication of any portion of the PLAZA EASEMENT AREA or the ONSITE PLAZA to the public except as expressly set forth herein.

6. AGREEMENT. This AGREEMENT sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written.

(A) The invalidity of the provisions hereof shall in no way affect or invalidate the remainder of this AGREEMENT.

(B) This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall, together, constitute one and the same instrument.

(C) This AGREEMENT shall be construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles, and any proceeding arising between the parties in any manner pertaining to this AGREEMENT shall, to the extent permitted by law, be held in Broward County, Florida.

(D) The parties agree to execute such documents and take such actions as are necessary to implement the spirit and intent of this AGREEMENT.

(E) DEVELOPER acknowledges, agrees, represents, and warrants to CITY that as of the date of this Agreement it owns the entirety of the PROPERTY in fee simple, the individual executing this AGREEMENT on behalf of DEVELOPER is duly authorized to and execute and deliver this AGREEMENT on behalf of DEVELOPER, that this AGREEMENT is binding upon DEVELOPER and the PROPERTY, and that DEVELOPER has all authority to implement this AGREEMENT in accordance with its terms and that no other signatories or consents are required. CITY acknowledges, agrees, represents, and warrants to DEVELOPER that the individual executing this AGREEMENT on behalf of CITY is duly authorized to execute and deliver this AGREEMENT on behalf of CITY, that this AGREEMENT is binding upon CITY, and that CITY has all authority to implement this AGREEMENT in accordance with its terms.

(F) If any person or entity assigns, conveys, or otherwise transfers (each a "TRANSFEROR") the whole of its fee interest in or to the portion of the PROPERTY that it

owns (subject to subsection 6(G) below) (each an "ASSIGNMENT"), TRANSFEROR shall set forth on the face of the instrument transferring title to such PROPERTY that such PROPERTY is and shall remain subject to the respective promises, covenants, restrictions, conditions, agreements, and other provisions contained in this AGREEMENT (collectively, the "TRANSFER LANGUAGE"). Such TRANSFEROR shall thereupon be released and discharged from any and all obligations which are to be performed or which arise under this AGREEMENT after such ASSIGNMENT upon recordation of the deed transferring said fee interest, provided the party receiving said fee interest (the "TRANSFeree") assumes any and all obligations which are to be performed or which arise under this AGREEMENT upon recordation of the deed transferring said fee interest. In the event that TRANSFEROR fails to include the TRANSFER LANGUAGE on the face of the instrument transferring title to such PROPERTY, TRANSFEROR shall not be released or discharged from, and TRANSFEROR and TRANSFeree shall be jointly and severally liable for, the obligations related to such PROPERTY under this AGREEMENT until TRANSFEROR effects the assignment of such obligations, and such obligations are assumed by TRANSFeree.

(G) TRANSFEROR may not convey, or effect a conveyance of any portion of the Property, except (i) the whole of the RESIDENTIAL PARCEL (which shall include the ONSITE PLAZA AND PLAZA EASEMENT AREA), (ii) the whole of the parcel on which the COMMERCIAL SPACE is located or (iii) the whole of the parcel upon which the OFFICE SPACE is located (or any combination thereof) (each such conveyance being referred to hereafter as a "PARTIAL ASSIGNMENT"). If any such PARTIAL ASSIGNMENT of the PROPERTY is consummated, the TRANSFEROR shall thereupon be released and discharged from any and all obligations which are to be performed or which arise under this AGREEMENT after such PARTIAL ASSIGNMENT upon recordation of said deed transferring said partial interest, to the extent that: (i) such portion of the PROPERTY transferred is affected or bound; (ii) the covenant, restriction, agreement, or provision is to be performed on such portion; and (iii) such TRANSFEROR is not otherwise bound thereto by virtue its retained interest in or to the PROPERTY (or any portion thereof). The TRANSFeree shall be responsible for all obligations related to the development of the PROPERTY as a whole, and all obligations related to the transferred property. TRANSFEROR shall include the TRANSFER LANGUAGE on the face of the instrument transferring title to such PROPERTY. In the event that TRANSFEROR fails to include the TRANSFER LANGUAGE on the face of the instrument transferring title to such PROPERTY, TRANSFEROR shall not be released or discharged from the obligations related to such PROPERTY under this AGREEMENT until TRANSFEROR effects the assignment of such obligations, and such obligations are assumed by TRANSFeree.

(H) Provided that TRANSFEROR complies with the terms and conditions under SUBSECTIONS 6(F) and 6(G) hereof, then immediately and automatically upon ASSIGNMENT or PARTIAL ASSIGNMENT, the duties, obligations, powers, rights, and interests conferred under this AGREEMENT on the TRANSFEROR shall be deemed assigned, conveyed, or otherwise transferred to and assumed by such TRANSFeree; and the duties, obligations, powers, rights, and interests of the TRANSFEROR shall be discharged to the extent provided under SUBSECTIONS 6(F) and 6(G) hereof, except those to be performed or arising under this AGREEMENT prior to ASSIGNMENT or PARTIAL ASSIGNMENT and TRANSFeree shall be responsible for compliance with all obligations applicable during the time of its ownership, including but not limited to any obligations that are continuing in nature.

With a copy: Andrew Maurodis, Esq.
City Attorney
1200 N. Federal Highway
Suite 312
Boca Raton, FL 33432

If to DEVELOPER: Ram Realty Acquisitions IV LLC
Attn: Hugo Pacanins, VP
4801 PGA Boulevard
Palm Beach Gardens, FL 33418

With a copy: Greenspoon Marder, P.A.
Attn: Alicia J. Lewis, Esq.
200 E. Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301

9. EFFECTIVE DATE. This AGREEMENT shall be effective as of the date upon which both parties hereto have executed this AGREEMENT and this AGREEMENT is duly recorded in the Public Records of Broward County, Florida, in accordance with the terms and conditions as set forth in the DEVELOPMENT ORDER and in this AGREEMENT.

10. AMENDMENTS; MODIFICATIONS. Except as otherwise provided herein, this AGREEMENT shall not be modified, amended, or released as to any portion of the PROPERTY except by written instrument, executed by the then owner(s) of the portion of the PROPERTY affected by such modification, amendment, or release, including their respective mortgagees or lenders including, without limitation, the holder of the MORTGAGE (as such term is defined in the executed "JOINDER OF MORTGAGEE" attached hereto), and approved in writing by CITY. Any amendment, modification, or release of this AGREEMENT shall be recorded in the Public Records of Broward County, Florida.

11. FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this AGREEMENT, for any failure or delay in fulfilling or performing any term of this AGREEMENT, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this AGREEMENT; (f) action by any governmental authority, excluding those actions which are taken as result of DEVELOPER's misconduct; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (i) shortage of adequate power or transportation facilities (individually and collectively, a "FORCE MAJEURE EVENT"). The party suffering a FORCE MAJEURE EVENT shall give notice to the other party within five (5) business days after the commencement of the continuing FORCE MAJEURE EVENT, stating the period of time the occurrence is expected to continue and such party shall use all commercially reasonable efforts to end the failure or delay and ensure the effects of such FORCE MAJEURE EVENT are minimized.

12. SUBORDINATION. Any mortgage, deed of trust, ground lease, or other lease now existing or later granted or entered into with respect to the PLAZA EASEMENT AREA or the ONSITE PLAZA shall be subject, subordinate and inferior to the easements, rights, benefits, and obligations created by this AGREEMENT, and the foreclosure under any such mortgage or deed of trust shall not extinguish or impair the easements, rights, benefits, and obligations created under this AGREEMENT. Notwithstanding anything to the contrary contained in this AGREEMENT, no lender or mortgagee shall be liable for any fee, cost, expense, or liability arising or accruing before such lender or mortgagee's foreclosure under any such mortgage or deed of trust until such time as any lender or mortgagee or any third party entity obtains title to any portion of the Property (whichever occurs earlier) and shall be obligated to the same extent as any owner.

13. WAIVER. Nothing in this AGREEMENT shall waive any other lawful development requirement for the PROPERTY raised by the applicable governmental authorities or any other requirements under the CODE, or any other development agreements in effect relating to the PROPERTY.

14. INTENTIONALLY OMITTED.

15. ENTIRE AGREEMENT. Notwithstanding anything contained herein to the contrary, this AGREEMENT, including any related exhibits and schedules attached hereto, constitutes the sole and entire agreement of the parties hereto with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, promises, inducements, conditions, agreements, representations, and warranties between the parties hereto with respect to such subject matter, regardless of whether such is written, oral, express, or implied.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON THE FOLLOWING PAGES.]**

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT on the respective dates under each signature.

CITY:

CITY OF DEERFIELD BEACH, FLORIDA,
a Florida municipal corporation

By: Burgess J. Hanson
Print name: Burgess Hanson
Title: City Manager
Dated: 1/22/18

ATTEST:

Amy Witkowski
Print name: Amy Witkowski
Title: _____

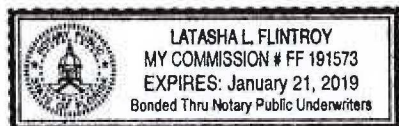
(SEAL)

APPROVED: [Signature]
Andrew Maurodis
CITY ATTORNEY

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me in the County and State last aforesaid this 23rd day of January, 2018, by BURGESS HANSON, as CITY MANAGER of the **CITY OF DEERFIELD BEACH, FLORIDA**, a Florida municipal corporation, freely and voluntarily under authority duly vested in him/her by said municipal corporation, and who is personally known to me or has produced _____ as identification.

(SEAL)



My commission expires:

NOTARY PUBLIC:

[Signature]
Print name: Latasha L. Flintroy

DEVELOPER:

Signed, sealed and delivered
in the presence of:

RRPIV DEERFIELD STATION LLC, a Florida
limited liability company

By: Ram Realty Associates IV LLC, a Delaware
limited liability company, as Manager

U. Pregon
(Signature)

Print Name

(Signature)

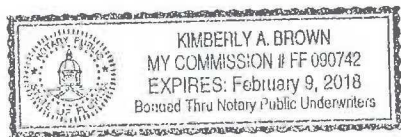
Print Name

By: [Signature]
Print name: Kenneth D. Walters / James W. Stine
Title: V.P. / V.P.
Dated: 12-21-2017

STATE OF Florida)
COUNTY OF Palm Beach) SS:

The foregoing instrument was acknowledged before me in the County and State last
aforesaid this 21 day of December, 2017, by Kenneth D. Walters / James W. Stine
Vice President of RAM REALTY ACQUISITIONS IV LLC, a Delaware limited
liability company, Manager of RRPIV DEERFIELD STATION LLC, a Florida limited liability
company, freely and voluntarily under authority duly vested in him/her by said company, and
who is personally known to me or has produced _____ as
identification.

(SEAL)



My commission expires: 2-9-2018

NOTARY PUBLIC:

[Signature]
Print name: Kimberly A. Brown

JOINDER OF MORTGAGEE

IBERIABANK, a Louisiana state-chartered bank ("Mortgagee"), is the holder of that certain mortgage on the Property executed by RRPIV DEERFIELD STATION LLC dated December 8, 2017, and recorded on December 11, 2017 as Instrument # 114767859 of the Public Records of Broward County, Florida (the "Mortgage").

Mortgagee does hereby join in this Agreement to consent to this Agreement and agrees that the lien of the Mortgage shall be subordinate to the easements and rights contained in the Agreement.

MORTGAGEE:

Signed, sealed and delivered
in the presence of:

IBERIABANK,
a Louisiana state-chartered bank

Karen D. Geller
(Signature)
Karen D. Geller
Print Name

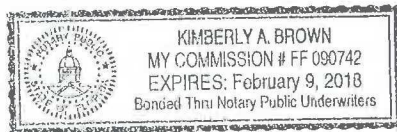
By: Tracy Van Hart
Print name: Tracy Van Hart
Title: SENIOR VICE PRESIDENT
Dated: December 21, 2017

U. Organ
(Signature)
U. Organ
Print Name

STATE OF Florida)
COUNTY OF Palm Beach) SS:

The foregoing instrument was acknowledged before me in the County and State last aforesaid this 21 day of December, 2017, by Tracy Van Hart, as an authorized signatory of IBERIABANK, a Louisiana state-chartered bank, freely and voluntarily under authority duly vested in him/her by said bank, and who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:
(SEAL)



My commission expires: 2-9-2018

Kimberly A. Brown
Print name: Kimberly A. Brown

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

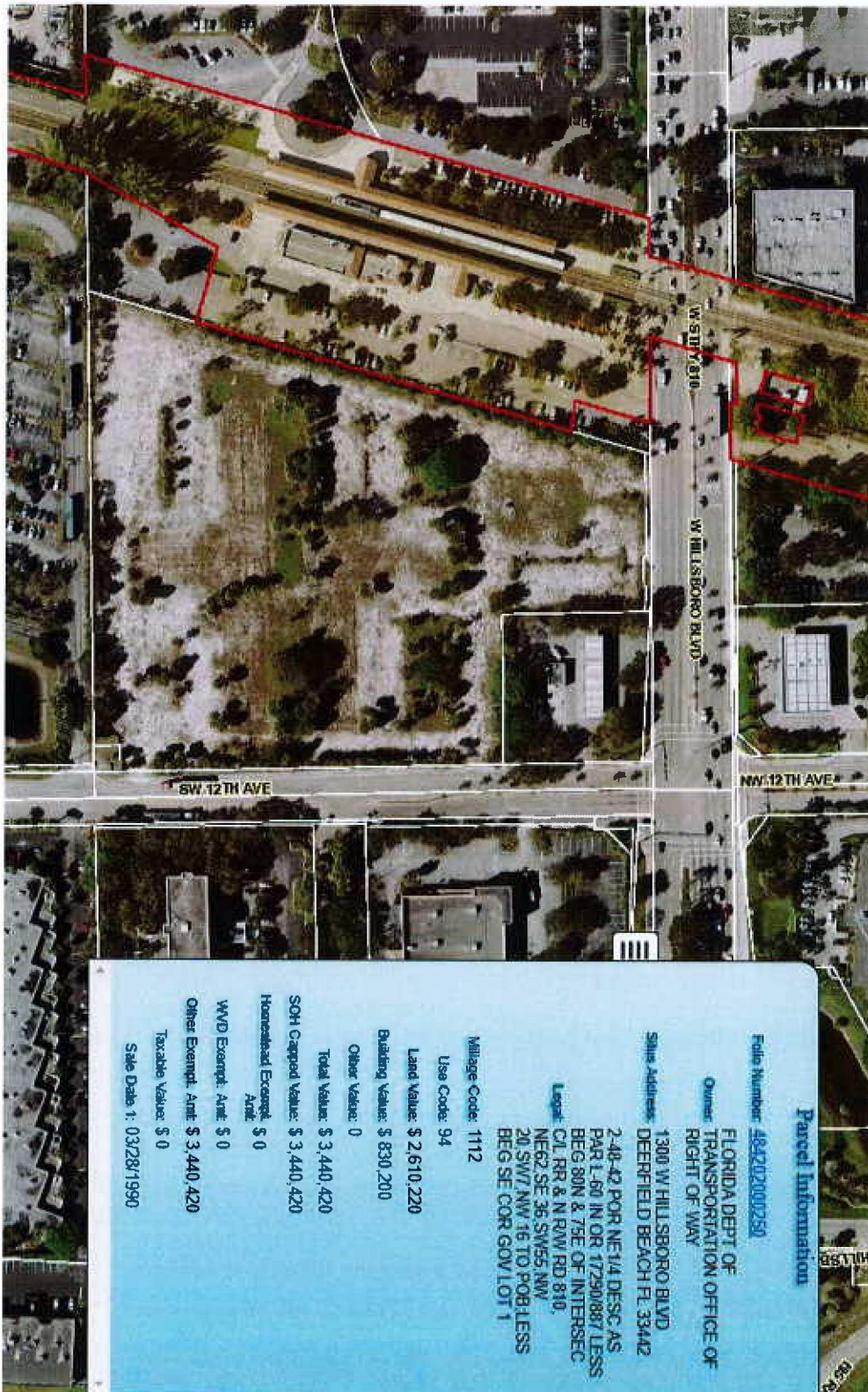
LEGAL DESCRIPTION

A parcel of land in Broward County, Florida, lying and being in the South 1/2 of Government Lot 1, Section 2, Township 48 South, Range 42 East, more fully described as follows:

Parcel "A", as shown on the plat of DEERFIELD STATION TOD, according to the map or plat thereof as recorded in Plat Book 181, Pages 119-121, inclusive, of the Public Records of Broward County, Florida.

EXHIBIT B

DEPICTION OF THE FDOT PROPERTY



Parcel Information

Folio Number: **484202009280**

Owner: **FLORIDA DEPT OF
TRANSPORTATION OFFICE OF
RIGHT OF WAY**

Site Address: **1300 W HILLSBORO BLVD
DEERFIELD BEACH FL 33442**

**2-40-42 POR NE 1/4 DESC AS
PAR 1-60 IN OR 17290887 LESS
BEG 80N & 75E OF INTERSEC
C/L RR & N RW RD 810.
NE 62 SE 36 SW 55 NW
20 SW 7 NW 16 TO POB LESS
BEG SE COR GOV LOT 1**

Millage Code: **1112**

Use Code: **94**

Land Value: **\$ 2,610,220**

Building Value: **\$ 830,200**

Other Value: **0**

Total Value: **\$ 3,440,420**

SOH Capptd Value: **\$ 3,440,420**

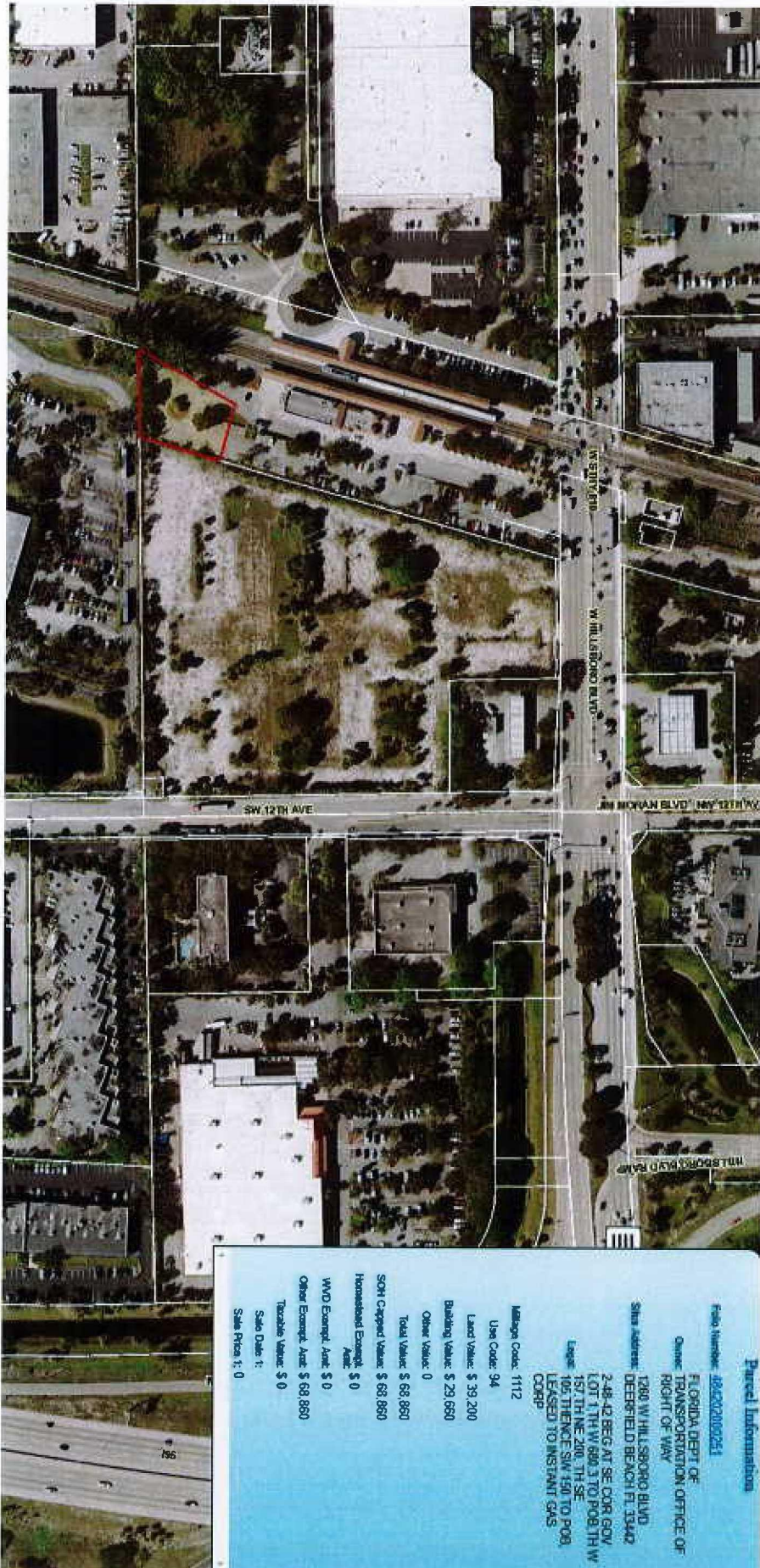
Homestead Exempt: **\$ 0**

WVD Exempt: Amt: **\$ 0**

Other Exempt: Amt: **\$ 3,440,420**

Taxable Value: **\$ 0**

Sale Date 1: **03/28/1990**



Parcel Information

File Number: **484C2000251**

FLORIDA DEPT OF
OWNING TRANSPORTATION OFFICE OF
RIGHT OF WAY

Site Address: **1280 W HILLSBORO BLVD
DEERFIELD BEACH FL 33442**

**2.48-42 BEG AT SE COR GOV
LOT 1 TH W 680.3 TO POB TH W
157 TH NE 200 TH SE
105 THENCE SW 150 TO POB,
LEASED TO INSTANT GAS
CORP**

Mapbook Code: **1112**

Use Code: **94**

Land Value: **\$ 39,200**

Building Value: **\$ 29,650**

Other Value: **0**

Total Value: **\$ 68,850**

SOH Capped Value: **\$ 68,850**

Homestead Exempt: **\$ 0**

WMO Exempt: **Amt: \$ 0**

Other Exempt: **Amt: \$ 68,850**

Taxable Value: **\$ 0**

Sale Date: **1**

Sale Price: **1, 0**



Parcel Information

File Number: 494202000079

FLORIDA DEPT OF
TRANSPORTATION OFFICE OF
OWNER
RIGHT OF WAY

State Address: 1290 W HILLSBORO BLVD
DEERFIELD BEACH FL 33442

2-48-42 BEG 125 E OF CLE MT
SAL ON S R/W RD 810 SW
115 SE 40 NE 120 W TO POB
LESS OR 4523911 FOR RD
LEASED TO BUTLER FARMS

Map Code: 1112

Use Code: 94

Land Value: \$ 8,000

Building Value: \$ 3,900

Other Value: 0

Total Value: \$ 11,900

SOH Cropped Value: \$ 11,900

Unimproved Land: \$ 0

WVD Exempt Amt: \$ 0

Other Exempt Amt: \$ 11,900

Taxable Value: \$ 0

Sale Date 1:

Sale Price 1: 0

Parcel Value: 0

EXHIBIT C

THE PLATTED EASEMENT AREA

DEERFIELD STATION VILLAGE

A REPLAT OF ALL OF PARCEL A, DEERFIELD STATION TOW, RECORDED IN PLAT BOOK 181, PAGES 119-121. PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. LYING IN SECTION 2, TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA. FEBRUARY, 2017

PLAT BOOK PAGE

SHEET 3 OF 3

SURVEYOR'S NOTES:

1. THE PLAT IS A REPLAT OF THE DEERFIELD STATION TOW, AS SHOWN ON THE PLAT BOOK 181, PAGES 119-121, RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
2. THE PLAT IS A REPLAT OF THE DEERFIELD STATION TOW, AS SHOWN ON THE PLAT BOOK 181, PAGES 119-121, RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
3. THE PLAT IS A REPLAT OF THE DEERFIELD STATION TOW, AS SHOWN ON THE PLAT BOOK 181, PAGES 119-121, RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR TO COMPLY WITH THE FLORIDA STATUTES, CHAPTER 173, SECTION 173.01(1), AND THE BROWARD COUNTY SURVEYOR'S RULES AND REGULATIONS, CHAPTER 173.01(1), AND THE BROWARD COUNTY SURVEYOR'S RULES AND REGULATIONS, CHAPTER 173.01(1).
5. THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR TO COMPLY WITH THE FLORIDA STATUTES, CHAPTER 173, SECTION 173.01(1), AND THE BROWARD COUNTY SURVEYOR'S RULES AND REGULATIONS, CHAPTER 173.01(1), AND THE BROWARD COUNTY SURVEYOR'S RULES AND REGULATIONS, CHAPTER 173.01(1).
6. THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR TO COMPLY WITH THE FLORIDA STATUTES, CHAPTER 173, SECTION 173.01(1), AND THE BROWARD COUNTY SURVEYOR'S RULES AND REGULATIONS, CHAPTER 173.01(1), AND THE BROWARD COUNTY SURVEYOR'S RULES AND REGULATIONS, CHAPTER 173.01(1).
7. THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR TO COMPLY WITH THE FLORIDA STATUTES, CHAPTER 173, SECTION 173.01(1), AND THE BROWARD COUNTY SURVEYOR'S RULES AND REGULATIONS, CHAPTER 173.01(1), AND THE BROWARD COUNTY SURVEYOR'S RULES AND REGULATIONS, CHAPTER 173.01(1).
8. THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR TO COMPLY WITH THE FLORIDA STATUTES, CHAPTER 173, SECTION 173.01(1), AND THE BROWARD COUNTY SURVEYOR'S RULES AND REGULATIONS, CHAPTER 173.01(1), AND THE BROWARD COUNTY SURVEYOR'S RULES AND REGULATIONS, CHAPTER 173.01(1).
9. THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR TO COMPLY WITH THE FLORIDA STATUTES, CHAPTER 173, SECTION 173.01(1), AND THE BROWARD COUNTY SURVEYOR'S RULES AND REGULATIONS, CHAPTER 173.01(1), AND THE BROWARD COUNTY SURVEYOR'S RULES AND REGULATIONS, CHAPTER 173.01(1).
10. THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR TO COMPLY WITH THE FLORIDA STATUTES, CHAPTER 173, SECTION 173.01(1), AND THE BROWARD COUNTY SURVEYOR'S RULES AND REGULATIONS, CHAPTER 173.01(1), AND THE BROWARD COUNTY SURVEYOR'S RULES AND REGULATIONS, CHAPTER 173.01(1).

LEGEND:

- 1. BOUNDARY LINE
- 2. EASEMENT
- 3. EASEMENT
- 4. EASEMENT
- 5. EASEMENT
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- 100. EASEMENT

DEERFIELD STATION TOW
CITY OF DEERFIELD BEACH
BROWARD COUNTY, FLORIDA
FEBRUARY, 2017

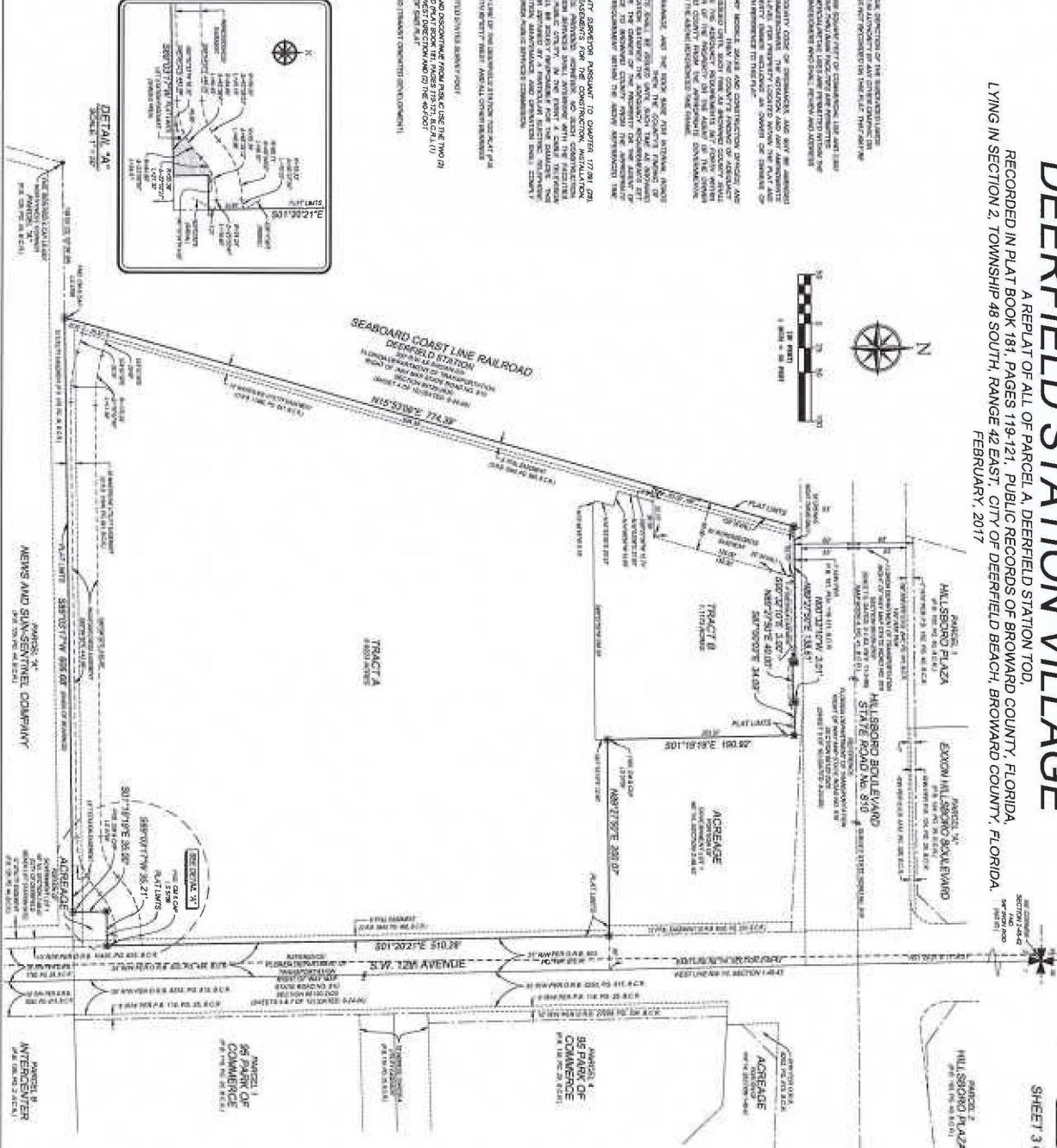


EXHIBIT D

THE OFFSITE PLAZA

EXHIBIT E

THE ONSITE PLAZA

37

EXHIBIT F

THE PLAZA EASEMENT AREA

SKETCH AND LEGAL DESCRIPTION
(THIS IS NOT A SURVEY)
NOT VALID WITHOUT SHEETS 1 & 2 OF 2

PEDESTRIAN PLAZA EASEMENT

LEGAL DESCRIPTION:

A PORTION OF PARCEL A, DEERFIELD STATION TOD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 181, PAGES 119 THROUGH 121, INCLUSIVE, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL A; THENCE ALONG THE WEST BOUNDARY OF SAID PLAT, SOUTH 15°53'06" WEST A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST BOUNDARY, SOUTH 15°53'06" WEST A DISTANCE OF 84.67 FEET; THENCE SOUTH 74°06'54" EAST A DISTANCE OF 30.75 FEET; THENCE NORTH 15°53'06" EAST A DISTANCE OF 51.50 FEET; THENCE NORTH 74°06'54" WEST A DISTANCE OF 15.65 FEET; THENCE NORTH 15°53'06" EAST A DISTANCE OF 37.62 FEET; THENCE SOUTH 89°27'50" WEST A DISTANCE OF 15.74 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 2,118 SQUARE FEET, MORE OR LESS.

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.
2. LANDS DESCRIBED HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR OWNERSHIP, EASEMENTS, RIGHTS-OF-WAY OR OTHER INSTRUMENTS THAT MAY APPEAR IN THE PUBLIC RECORDS OF BROWARD COUNTY.
3. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF DEERFIELD STATION TOD, RECORDED IN PLAT BOOK 181, PAGES 119-121, BROWARD COUNTY PUBLIC RECORDS. THE WEST BOUNDARY OF SAID PLAT IS SHOWN TO BEAR NORTH 15°53'06" EAST.
4. THE DESCRIPTION CONTAINED HEREIN AND THE ATTACHED SKETCH DOES NOT REPRESENT A FIELD BOUNDARY SURVEY.
5. THIS PURPOSE OF THIS SKETCH AND LEGAL DESCRIPTION IS TO PROVIDE FOR A PEDESTRIAN PLAZA EASEMENT.

CALVIN, GIORDANO & ASSOCIATES, INC.
FOR THE FIRM:

BY: _____
DAVID E. ROHAL
PROFESSIONAL SURVEYOR AND MAPPER NO. 4315
STATE OF FLORIDA



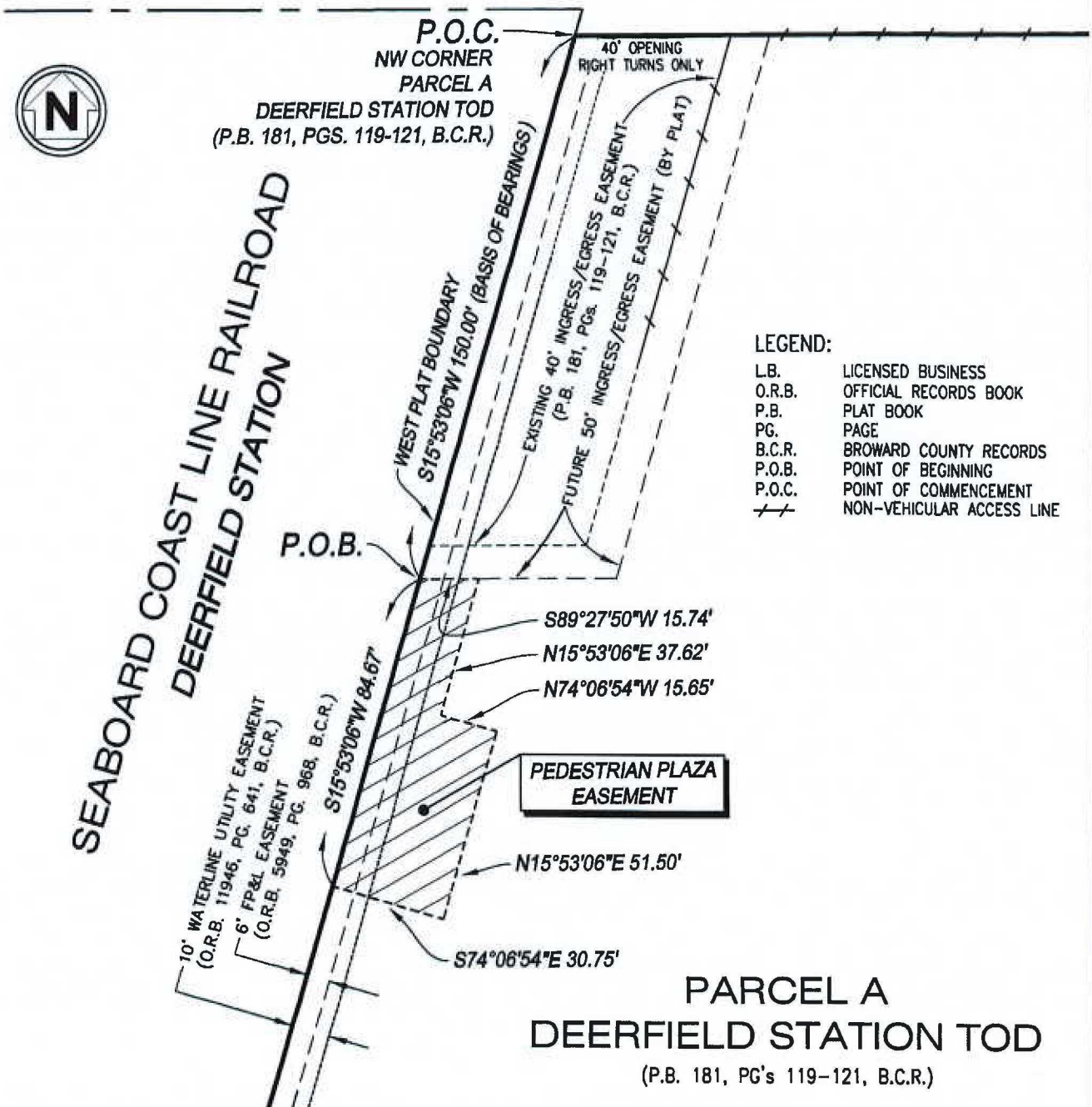
Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™
560 Village Boulevard • Suite 340 • West Palm Beach, FL 33409
Phone: 561.684.6161 • Fax: 561.684.6360
Certificate of Authorization 6791

SKETCH AND LEGAL DESCRIPTION
DEERFIELD STATION VILLAGE
PEDESTRIAN PLAZA EASEMENT

SCALE	PROJECT No	SHEET
NONE	16-8839	1
DATE	CAD FILE	OF 2
8-21-17	SEE LEFT	

SKETCH AND LEGAL DESCRIPTION
(THIS IS NOT A SURVEY)
 NOT VALID WITHOUT SHEETS 1 & 2 OF 2

HILLSBORO BOULEVARD (STATE ROAD 810)



LEGEND:

L.B.	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
++	NON-VEHICULAR ACCESS LINE

PARCEL A
DEERFIELD STATION TOD
 (P.B. 181, PG's 119-121, B.C.R.)

P:\Projects\2016\1688339 Deerfield Station\Survey\SKETCH\16-88339-V-SL-PED PLAZA ESMT.dwg



Calvin, Giordano & Associates, Inc.
 EXCEPTIONAL SOLUTIONS™
 560 Village Boulevard • Suite 340 • West Palm Beach, FL 33409
 Phone: 561.684.6161 • Fax: 561.684.6360

Certificate of Authorization 6791

SKETCH AND LEGAL DESCRIPTION
DEERFIELD STATION VILLAGE
PEDESTRIAN PLAZA EASEMENT

SCALE
 1" = 40'

DATE
 8-21-17

PROJECT No
 16-8839

CAD FILE
 SEE LEFT

SHEET
2
 OF 2

EXHIBIT G

PROJECTED COSTS OF THE OFFSITE PLAZA

GENERAL PROJECT DESCRIPTION: The OFFSITE PLAZA shall consist of an outdoor public plaza area (approximately 6,800 ft ² in total), which shall provide for public bicycle parking and a walkable pedestrian connection to and from the public rail station.	
DESCRIPTION OF IMPROVEMENT	ESTIMATED COST
CONCRETE	\$ 18,380.00
CURBING	\$ 1,950.00
LANDSCAPING & IRRIGATION	\$ 7,500.00
FURNISHINGS ▪ Seating/benches ▪ Planters ▪ Tables ▪ Light fixtures ▪ Trash receptacle ▪ Bicycle racks	\$ 18,500.00
TOTAL	\$ 46,330.00

Return to: (enclose self-addressed stamped envelope)

Name: Mark J. Lynn, Esq.

Address: Greenspoon Marder, P.A.
200 E. Broward Blvd.
Suite 1800
Fort Lauderdale, FL 33301

This Instrument Prepared by:
Mark J. Lynn, Esq.
Greenspoon Marder, P.A.
200 E. Broward Blvd.
Suite 1800
Fort Lauderdale, FL 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

AMENDED AND RESTATED WATER AND SANITARY SEWER AGREEMENT

THIS AMENDED AND RESTATED WATER AND SANITARY SEWER AGREEMENT (this "Agreement"), is made and entered into as of this 31st day of January 31, 2018 (the "Effective Date") by and between the **CITY OF DEERFIELD BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida whose address is 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441 ("City"), and RRPIV DEERFIELD STATION LLC* ("DEVELOPER") whose mailing address is 4801 PGA Boulevard, Palm Beach Gardens, FL 33418 ("Developer").

*a Florida limited liability company

WITNESSETH:

WHEREAS, Developer is the owner of certain real property legally described in Exhibit A, attached hereto and made a part hereof by this reference (the "Property"); and

WHEREAS, the Property was initially developed with existing restaurant and hotel uses (the "Existing Development"); and

WHEREAS, on May 1, 2007, pursuant to Ordinance No. 2008/005 (the "Ordinance"), the Deerfield Beach City Commission (the "Commission") amended the Future Land Use of the Property to Transit-Oriented Development ("TOD"); and

WHEREAS, on February 19, 2008, in accordance with the guidelines set forth in the Deerfield Beach Land Development Code, as may be amended from time to time (the "Code"), §98-63, the Commission approved (i) the rezoning of the Property from B-2 (Highway Business) to TOD, (ii) the TOD Master Plan (the "Initial Master Plan"), and (iii) the Site Plan ("Initial Site Plan") to construct a mixed-use transit oriented development with 549 residential units, 148 hotel rooms, 15,072 square feet designated for commercial use, 36,000 square feet designated for office use, and two parking garages (collectively, the "Initial Development"); and

WHEREAS, City and Developer entered into that certain Water and Sanitary Sewer Agreement dated effective as of August 2, 2009 and recorded as Instrument # 108964612 in

29837.0018
32688661_1

Official Records Book 46652, Page 1905 of the Public Records of Broward County, Florida (the "Original Agreement"), and which sets forth those certain rights and obligations of Developer and City with respect to the additional fees, costs, and expenses associated with the additional water and sanitary sewer system connections required to support the Initial Development; and

WHEREAS, no building permit was issued for the Initial Development within eighteen (18) months following the date of approval, causing the Initial Site Plan to expire; and

WHEREAS, Developer has proposed an amendment to the Initial Master Plan and the Initial Site Plan (collectively, the "Amended Site Plan") to develop the Property with 226 multi-family residential dwelling units (including amenities such as clubhouse, pool and gazebo); approximately 7700 square feet designated for commercial use (including retail and restaurant), the exact square footage of which shall be set forth in the Amended Site Plan approved by the Commission, as such may be amended from time to time; and approximately 1,400 square feet designated for office use, the exact square footage of which shall be set forth in the Amended Site Plan approved by the Commission, as such may be amended from time to time (collectively, the "TOD Project"); and

WHEREAS, Developer is aware that it will be responsible for certain fees in connection with the TOD Project, subject to and in accordance with the terms set forth herein; and

WHEREAS, the Plat of Deerfield Station TOD recorded in Plat Book 181, Page 119 of the Public Records of Broward County, Florida (the "Plat"), depicts an existing non-exclusive perpetual lift station easement in the southeast corner of the Plat (the "Existing Easement") adjacent to and abutting the existing sanitary sewer lift station Number 25 providing service to the Property (the "Existing Lift Station"); and

WHEREAS, the parties hereto intend to replace the Existing Lift Station with a new lift station (the "Upgraded Lift Station") in accordance with the terms and conditions herein set forth; and

WHEREAS, City shall attempt to utilize that certain platted ingress/egress easement which abuts the Existing Easement for the staging of the installation of the Upgraded Lift Station (if and when necessary) (the "Access Easement"); and

WHEREAS, accordingly, the parties hereto desire to further amend and restate the Original Agreement in its entirety as herein set forth.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto do hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct, and are incorporated by this reference and made a part of this Agreement with the same force and effect as if restated herein verbatim.

2. Terms of Agreement.

2.1. Obligations of Developer. Developer shall:

(i) deliver to City a sum of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) prior, and as a condition precedent, to City's issuance of the first building permit for the development of the TOD Project (the "Improvement Payment Obligation"); and

(ii) deliver to City all plans and specifications reasonably necessary for the construction, installation, and connection of the Upgraded Lift Station, including all such plans and specifications as are necessary for the issuance of a permit by the applicable jurisdictions for such construction, installation, and connection, (collectively, the "Design Plans") prior, and as a condition precedent, to City's issuance of the first certificate of occupancy for the TOD Project; and

(iii) if City is, after good faith, reasonable and diligent efforts, unable to utilize the Access Easement for staging for the construction or installation of the Upgraded Lift Station, Developer agrees to provide City with a temporary easement over a portion of the Property identified and described in Exhibit B, (the "Staging Area") for City's future use for staging, constructing and connecting the Upgraded Lift Station, and Developer agrees to take such actions as are necessary with any successors, assigns, agents, or invitees of Developer to insure City's use of the Staging Area for the Upgraded Lift Station (the "Staging Area Obligation"). Upon the request of City, Developer shall promptly execute, sign, deliver, and file (including recording in the Public Records of Broward County) a temporary easement (or other documentation evidencing City's temporary access rights as reasonably required by City) over the Staging Area in a form reasonably acceptable to City to effectuate Developer's satisfaction of the Staging Area Obligation. It is acknowledged and understood that such temporary easement (or other required documentation) shall expire and be of no further force or effect five (5) years after the Design Approval Date (as defined below), and such expiration shall be stated in such easement or other documentation; and

(iv) notwithstanding any provision in the Original Agreement or any other existing agreement or any provision to the contrary contained herein (but subject to the increased payment amounts described in Section 2.1.3 below), pay for all water and sewer connections fees for the TOD Project as required by the City Code of Ordinances, as may be amended from time to time ("Code") (collectively, the "Water and Sewer Connection Fee Payments"), without regard to any setoff, offset, or credit.

2.1.1 Design Plans. Developer shall, at its sole cost and expense, prepare all Design Plans in accordance with applicable laws and the design guidelines (the "Design Guidelines") attached hereto as Exhibit C and incorporated herein by this reference (the "Design Plan Obligation"; (the Improvement Payment Obligation, the Design Plan Obligation, the Staging Area Obligation, and the Water and Sewer Connection Fee Payments are hereinafter individually referred to as a "Developer Obligation" and collectively referred to as the "Developer Obligations").

2.1.2 No Representation or Warranty Regarding Design Plans.

Developer's preparation and delivery of the Design Plans to City shall not be a representation by Developer that the Upgraded Lift Station will be adequate for City's use or intended use. City acknowledges and agrees that, pursuant to Section 2.2.1, City shall have an adequate opportunity to inspect and review the Design Plans, and to deliver to Developer any good-faith objections thereto, and that following the Developer Release (as such term is hereinafter defined) and at all times thereafter, Developer shall have no liability, except as may otherwise be provided for in such Developer Release.

2.1.3 Water and Sewer Connection Fees for Increased Capacity.

The exact water and sanitary sewer system capacity necessary to service the TOD Project shall be determined pursuant to the Amended Site Plan approved by the Commission, as such may be amended from time to time. Developer agrees to pay Water and Sewer Connection Fee Payments at 100% of the rates required by Code for the TOD Project consisting of up to 226 residential units (including amenities such as clubhouse, pool and gazebo), 7,700 square feet of commercial use (including retail and restaurant uses) and 1,400 square feet of office use (the "Proposed Development Level"). If and to the extent the TOD Project is amended to increase the permissible development beyond the Proposed Development Level ("Increased Capacity"), Developer acknowledges that the water and sewer connections fees provided by the Code may not be sufficient to mitigate the impact of the Increased Capacity and hereby agrees to pay City Water and Sewer Connection Fee Payments in an amount equal to 175% of Code required rates for the Increased Capacity above the Proposed Development Level.

2.2. Obligations of City.

2.2.1 Review of Design Plans. For a period of forty-five (45) calendar days following the date which is the later to occur of (i) the date upon which Developer fully satisfies its Improvement Payment Obligation hereunder, and (ii) the date upon which Developer delivers the Design Plans to City, City shall have the right to inspect and review the Design Plans, and to deliver notice to Developer in the event that City, in good faith, reasonably believes the Design Plans are not in conformance, in all material respects, with the Design Guidelines or this Agreement (each, individually, an "Objection Notice"). The Objection Notice shall include a comprehensive list of City's comments and issues with the Design Plans. In the event that City delivers an Objection Notice to Developer within the time period prescribed in this Section 2.2.1, and Developer does not, in good faith, object to the objection(s) set forth in such Objection Notice, then Developer shall revise and resubmit the Design Plans to City, at Developer's sole cost and expense, within thirty (30) calendar days following Developer's receipt of such Objection Notice. Thereafter, the review and submission/re-submission process shall continue as set forth in the foregoing provisions of this Section 2.2.1, including without limitation to, the time periods prescribed in the foregoing provisions of this Section 2.2.1, until City approves or is deemed to have approved of the Design Plans (the date of such approval of Design Plans, or that City is deemed to have approved the Design Plans is referred to hereafter as the "Design Approval Date"). Provided that Developer has satisfied or concurrently satisfies the Improvement Payment Obligation hereunder, then in the event that (i) City does not deliver an Objection Notice to Developer within the time period prescribed in the foregoing provisions of this Section 2.2.1, or (ii) City delivers to Developer written notice of City's approval of the Design Plans, then the Improvement Payment Obligation and the Design Plan Obligation shall be

deemed fully complete, performed, and accepted by City as complete for purposes of this Agreement (the "Developer Completion"), and Developer shall immediately and automatically thereafter be remised, released, acquitted, and forever discharged from the Improvement Payment Obligation and Design Plan Obligation hereunder (collectively, the "Developer Release") (except any obligations hereunder which may expressly survive the expiration or termination of this Agreement pursuant to the terms hereof).

2.2.2 Release of Developer. From time to time and at any time following Developer's completion of a particular Developer Obligation in accordance with the requirements of this Agreement, upon the request of Developer, City shall promptly execute, sign, and deliver to Developer (in recordable form) any and all papers, including without limitation, all instruments, agreements, reports, and applications, which Developer deems reasonably necessary or desirable to effect the release of Developer from such Developer Obligation, or to evidence Developer's completion of such Developer Obligation (collectively, the "Release Documents"). Notwithstanding the immediately preceding sentence, City's failure to comply with its obligations with respect to the Release Documents (or any of them) pursuant to this Section 2.2.2 shall not affect the timing or effectiveness of the Developer Completion or the Developer Release; the Developer Release shall still be effective immediately and automatically pursuant to this Section 2.2.2. The terms of this Section 2.2.2 shall expressly survive the expiration or earlier termination of this Agreement.

2.2.3 Issuance of Building Permits. Immediately upon the payment of the Improvement Payment Obligation, City shall issue building permits for the TOD Project, provided Developer has complied with all other requirements and obligations necessary for the issuance of the applicable building permit for the TOD Project, including the Water and Sewer Connection Fee Payments due for such permit.

2.2.4 Construction, Installation, Connection, and Maintenance of the Upgraded Lift Station. Except as may be expressly set forth herein to the contrary, City shall be responsible to procure and provide all other services and other work that may be necessary with regard to the Upgraded Lift Station and any and all related equipment affixed or connected thereto, including, without limitation the permitting, licensing, construction, reconstruction, installation, connection, maintenance, repair, replacement, alteration, renovation, removal, demolition, refurbishment, improvement, operation, inspection, modification, connection, and repair and restoration of property (including landscaping) damaged by such work (collectively, the "Lift Station Obligations"). The construction, installation and connection of the Upgraded Lift Station shall be performed by Florida licensed contractors, all of which shall carry comprehensive general liability insurance and auto liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and such insurance shall identify Developer as an additional named insured (copies of such insurance certificates shall be delivered to Developer prior to City's commencement of the construction, installation and connection of the Upgraded Lift Station). Any contractors who enter the property on behalf of the City to perform Lift Station Obligations other than construction, installation or connection of the Upgraded Lift Station, shall be properly licensed in accordance with applicable law and shall carry insurance in such amounts that are acceptable to City, in City's reasonable discretion (copies of such insurance certificates shall be provided to Developer upon Developer's request) .

2.2.5 Use of Existing Easement. Except as may be expressly set forth herein to the contrary, this Agreement is not intended to and shall not, in any manner or to any degree, define, limit, amend, alter, or otherwise modify the Existing Easement or the Access Easement, or the scope thereof, or any right, title, interest, and/or obligation therein or thereto. Developer hereby acknowledges, agrees, and consents to City's use of the Existing Easement and the Access Easement and, if necessary (as determined by the City) and required by City, the Staging Area for all purposes reasonably necessary for City's performance of the Lift Station Obligations hereunder subject to the terms of this Agreement, provided that Developer shall have the right to use the area upon which the Existing Easement, Access Easement and Staging Area is located for any lawful purpose not inconsistent with City's full use and enjoyment of the rights granted thereto. If City reasonably determines that the Existing Easement is of insufficient size or shape for City to adequately perform the Lift Station Obligations, then Developer and City agree to work together reasonably and in good faith to modify or expand the Existing Easement area, provided that such modification or expansion shall not (i) encroach upon the Access Easement and (ii) interfere with, hinder or delay the development, use or enjoyment of the TOD Project. Nothing contained in this Agreement shall in any way be construed as a dedication of any portion of the Existing Easement, Access Easement, Staging Area or the Property to the public.

3. Indemnification. Developer hereby acknowledges and agrees that Developer shall indemnify, save, defend, and hold harmless City from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, damages arising and sums paid in settlement of claims, reasonable attorneys' fees, reasonable consultants' fees, and reasonable expert fees (including any appeals) arising from or otherwise related to any and all (i) negligent or culpable acts or omissions of or on behalf of Developer in connection with the performance of the Developer Obligations; (ii) negligent or culpable acts or omissions of or on behalf of Developer which are in breach of the terms of this Agreement, or which constitute a default hereunder; and (iii) other culpable acts or omissions, including (without limitation) a violation of any applicable laws, of or on behalf of Developer in connection with the performance of the Developer Obligations. Nothing contained in this Agreement shall be construed as expanding, limiting, waiving, or otherwise altering the scope of any applicable statutorily or judicially created recovery limits on Developer's liability. The terms of this Section 3 shall expressly survive the expiration or earlier termination of this Agreement.

4. Default. In the event of Developer's default under this Agreement, City shall be entitled to any and all remedies available under Florida law, and while Developer's default is then-continuing and ongoing City shall be entitled to deny the issuance of development permits for the TOD Project, including, but not limited to, building permits and certificates of occupancy. Throughout the term of this Agreement, if Developer defaults under this Agreement at any time following the Developer Completion, then City shall be entitled to any and all remedies available under Florida law. Nothing contained herein shall be construed as expanding, limiting, waiving, or otherwise altering the scope of any applicable statutorily or judicially created recovery limits on Developer's liability.

In the event that City defaults under this Agreement, Developer shall be entitled to any and all injunctive relief and remedies available under Florida law, including (without limitation) specific performance and all attorneys' fees and costs incurred by Developer therefor. Except to

the extent that City's acts or omissions constitute gross and/or criminal negligence, Developer shall not be entitled to recover monetary damages (excluding attorneys' fees and costs) from City in the event that City defaults under this Agreement. Nothing contained in this Agreement shall be construed as limiting, waiving, or otherwise altering the scope of any applicable statutorily or judicially created sovereign immunity and recovery limits applicable to City, or any applicable statutorily or judicially created waiver thereof, as such may be amended from time to time.

5. Notice. All notices, demands, correspondence, and communication in connection with this Agreement must be in writing and shall be deemed to have been delivered on the date post-marked by mailing the same by certified mail, or on the date sent by overnight or the express courier, addressed to the respective parties at the following addresses:

If to City:	City of Deerfield Beach City Manager 150 N. E. 2nd Avenue Deerfield Beach, FL 33441
With a copy:	Andrew Maurodis, Esq. City Attorney 1200 N. Federal Highway Suite 312 Boca Raton, FL 33432
If to Developer:	Ram Realty Acquisitions IV LLC Attn: Hugo Pacanins, VP 4801 PGA Boulevard Palm Beach Gardens, FL 33418
With a copy:	Greenspoon Marder, P.A. Attn: Alicia J. Lewis, Esq. 200 E. Broward Boulevard Suite 1800 Fort Lauderdale, FL 33301

6. Authority. Each of the parties hereto represents and warrants to the other party that (i) all consents or approvals required of third parties (including, but not limited to, any lenders, trustees, commissioners, board of directors, members, managers, partners, shareholders, officers, or governors) for its execution, delivery, and performance of this Agreement have been obtained; (ii) it has the right and authority to enter into this Agreement and to perform its respective obligations as set forth herein; (iii) the person executing this Agreement on its behalf is duly authorized to execute this Agreement on its behalf and to bind the party hereto; and (iv) this Agreement is binding upon it in accordance with its terms.

7. No Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, fiduciary or other special relationship, or any other similar relationship between City and Developer, or

any officer, director, trustee, member, manager, owner, shareholder, agent, or employee of City and Developer.

8. Binding Effect; Recording. This Agreement and the rights and obligations set forth herein shall operate as a covenant running with the land, binding upon and running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, including their personal representatives, heirs, successors, grantees, transferees, and assigns. Following the execution of this Agreement by both parties hereto, a copy of this Agreement shall be recorded in the Public Records of Broward County, Florida.

9. Captions and Headings; Construction. The captions and paragraph headings contained in this Agreement are for reference and convenience only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of the provisions hereto. As used in this Agreement, the singular shall include the plural, the plural shall include the singular, and words of any gender shall include the other genders as the context may require. This Agreement shall be construed without regard to any presumption or other rule that would require construction against the party causing this Agreement to be drafted.

10. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

11. Entire Agreement. This Agreement, including any related exhibits and schedules, constitutes the sole and entire agreement of the parties hereto with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, promises, inducements, conditions, agreements, representations, and warranties between the parties hereto with respect to such subject matter, regardless of whether such is written, oral, express, or implied.

12. Amendment. Except as may be expressly provided herein to the contrary, this Agreement shall not be modified, amended, or released except by written instrument, executed by all parties hereto. A copy of any amendment, modification, or release of this Agreement shall be promptly recorded in the Public Records of Broward County, Florida.

13. Governing Law; Forum. Matters concerning this Agreement shall be governed by laws of the State of Florida, without regard to its conflict of laws principles. Any proceeding arising between the parties hereto with respect to this Agreement, to the extent permitted by law, be held in any forum of competent jurisdiction located in Broward County, Florida. The terms of this Section 13 shall expressly survive the expiration or earlier termination of this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but together shall constitute one agreement. Any signature sent electronically or via facsimile shall be binding upon transmission and the electronic or facsimile copy may be utilized for the purposes of this Agreement.

15. Amendment and Restatement. This Amended and Restated Water and Sanitary Sewer Agreement amends and restates the Original Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the Effective Date.

CITY:

CITY OF DEERFIELD BEACH, FLORIDA,
a Florida municipal corporation

By: Burgess Hanson
Print name: Burgess Hanson
Title: City Manager
Dated: 1/22/18

ATTEST:

Amy Witkowski
Print name: Amy Witkowski
Title: _____

(SEAL)

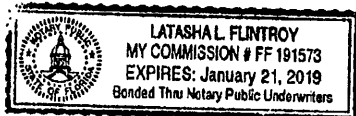
APPROVED:

Andrew Muroch
CITY ATTORNEY

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me in the County and State last aforesaid this 23rd day of January, 2018, by BURGESS HANSON, as CITY MANAGER of the CITY OF DEERFIELD BEACH, FLORIDA, a Florida municipal corporation, freely and voluntarily under authority duly vested in him/her by said municipal corporation, and who is personally known to me or has produced _____ as identification.

(SEAL)



My commission expires:

NOTARY PUBLIC:

Latasha L. Flintroy
Print name: Latasha L. Flintroy

Signed, sealed and delivered
in the presence of:

[Signature]
(Signature)
Altha Organ
Print Name
[Signature]
(Signature)
Christin Corcio
Print Name

DEVELOPER:

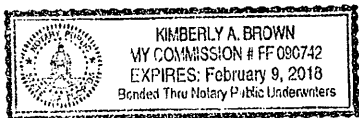
RRPIV DEERFIELD STATION LLC, a Florida
limited liability company,
BY: Ram Realty Associates IV LLC, a Delaware
limited liability company, its Manager

By [Signature]
Print name: Harold D. Galloway / James W. Stone
Title: V.P. / V.P.
Dated: 12.21.2017

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me in the County and State last
aforesaid this 21 day of December, 2017, by Harold D. Galloway / James W. Stone
Vice Presidents of Ram Realty Associates IV LLC, as Manager freely and voluntarily
under authority duly vested in him/her by said company, and who is personally known to me or
has produced _____ as identification.
*of RRPIV Deerfield Station LLC

(SEAL)



My commission expires: 29.2018

NOTARY PUBLIC:

[Signature]
Print name: Kimberly A. Brown

JOINDER OF MORTGAGEE

IBERIABANK, a Louisiana state-chartered bank, ("Mortgagee"), is the holder of that certain mortgage on the Property executed by RRPIV DEERFIELD STATION LLC dated December 8, 2017, and recorded on December 11, 2017 as Instrument # 114767859 of the Public Records of Broward County, Florida (the "Mortgage").

Mortgagee does hereby join in this Agreement to consent to this Agreement and agrees that the lien of the Mortgage shall be subordinate to the easements and rights contained in the Agreement.

MORTGAGEE:

Signed, sealed and delivered
in the presence of:

IBERIABANK
a Louisiana state-chartered bank

Karen D. Goller
(Signature)

Karen D. Goller

Print Name

By: Tracy Van Hart
Print name: Tracy Van Hart
Title: SENIOR VICE PRESIDENT
Dated: December 21, 2017

Uyha Organ
(Signature)

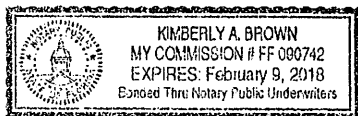
Uyha Organ

Print Name

STATE OF Florida)
COUNTY OF Palm Beach) SS:

The foregoing instrument was acknowledged before me in the County and State last aforesaid this 21 day of December, 2017, by Tracy Van Hart, as an authorized signatory of IBERIABANK, a Louisiana state-chartered bank, freely and voluntarily under authority duly vested in him/her by said bank, and who is personally known to me or has produced _____ as identification.

(SEAL)



NOTARY PUBLIC:

My commission expires: 2-9-2018

Kimberly A. Brown
Print name: Kimberly A. Brown

EXHIBIT A

PROPERTY

29837.0018
32596906_1

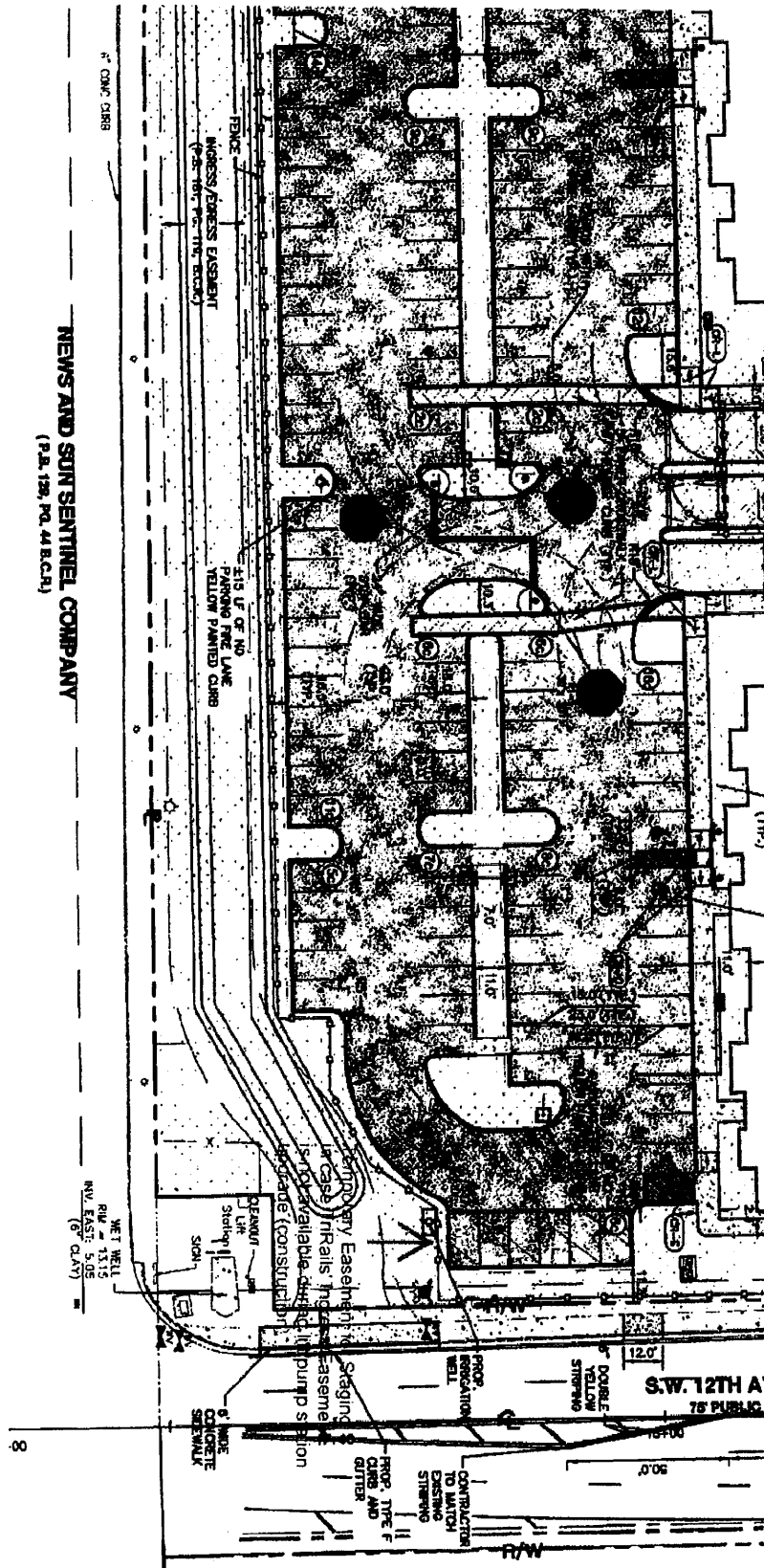
LEGAL DESCRIPTION

A parcel of land in Broward County, Florida, lying and being in the South 1/2 of Government Lot 1, Section 2, Township 48 South, Range 42 East, more fully described as follows:

Parcel "A", as shown on the plat of DEERFIELD STATION TOD, according to the map or plat thereof as recorded in Plat Book 181, Pages 119-121, inclusive, of the Public Records of Broward County, Florida.

EXHIBIT B
STAGING AREA

29837.0018
32596906_1



THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THE:

EXHIBIT C

DESIGN GUIDELINES

The scope of the work consists of:

Evaluating all site and operating conditions of the existing wastewater pump station and appurtenances for decommissioning and designing a new pump station to be constructed according to the City's standards. At a minimum, the new pump station shall consist of a deep wet well capable of housing an efficient pumping system, check valves, controls and all other related accessories for optimum performance. The developer shall:

1. Design the wet well structure based on the soil properties and water table conditions specific to the location.
2. Prepare a complete set of construction specifications ready to go out for bids.
3. Assist the City staff during the construction phase in responding to contractor's "Request for Information (RFI)" and to make reasonably available Developer's design professional for questions and information.
4. Provide additional area to site the pump station and appurtenances if they cannot be accommodated within the existing parcel and easement (subject to the applicable terms of the Agreement).
5. If existing easement is insufficient (subject to the terms of the Agreement), provide temporary staging area during construction.

Document prepared by:

Mark J. Lynn, Esq.
Greenspoon Marder, P.A.
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301

AGREEMENT FOR PERFORMANCE OF UTILITIES WORK

This is an Agreement, made and entered into by and between the CITY OF DEERFIELD BEACH, hereinafter referred to as "CITY,"

AND

RRPIV DEERFIELD STATION LLC, a Florida limited liability company, hereinafter referred to as "DEVELOPER".

WHEREAS, DEVELOPER, is the owner of a certain parcel of land, described in Exhibit "A" attached hereto and known as the proposed Plat of Deerfield Station Village, hereinafter referred to as the "PLAT," which has been submitted for approval by the Board of County Commissioners, and

WHEREAS, DEVELOPER is now desirous of obtaining an engineering permit so that DEVELOPER may construct certain improvements for utilities (the "Improvements") set forth in Exhibit "B" within the boundaries of said PLAT; and

WHEREAS, the engineering permit may not ordinarily be issued to DEVELOPER for construction of said Improvements within the boundaries of the PLAT prior to recordation of said PLAT; and

WHEREAS, on 2/14/2018, CITY authorized the issuance of an engineering permit to DEVELOPER for construction of said Improvements within the boundaries of the PLAT prior to plat recordation; and

WHEREAS, DEVELOPER understands that it has no right to the issuance of the permit provided herein prior to plat approval and is requesting this relief with the understanding that it is acting at its sole risk; and

WHEREAS, CITY and DEVELOPER have agreed to enter into this Agreement in order to facilitate the construction of the Improvements within the boundaries of the PLAT by DEVELOPER during the time that preparation for the recordation of the PLAT of the property is proceeding.

NOW, THEREFORE,

IN CONSIDERATION of the promises and mutual covenants hereinafter contained, the parties do agree as follows:

1. RECITALS. The above recitals and representations are true and correct and

are incorporated herein.

2. CITY AGREEMENT TO CONSTRUCTION OF IMPROVEMENTS. The CITY does not object to the issuance of an engineering permit to DEVELOPER for construction of the Improvements, and DEVELOPER's construction of same, within the boundaries of the PLAT prior to the recordation of said PLAT. This right is limited solely to the Improvements as specified herein. No construction activity shall be allowed within the footprint of any building.
3. CITY ENGINEERING PERMIT. CITY and DEVELOPER agree and acknowledge that DEVELOPER has satisfactorily responded to all comments from the CITY's Engineering Division in full compliance with the CITY's Code of Ordinances Design and Construction Standards for the work to be performed pursuant to this Agreement, subject to DEVELOPER'S compliance with all other applicable governmental agency requirements and applicable law. **NOTWITHSTANDING ANY LANGUAGE IN THIS AGREEMENT THAT APPEARS TO THE CONTRARY, DEVELOPER SHALL BE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF ALL AGENCIES WITH JURISDICTION OVER THE WORK PRIOR TO COMMENCING THE WORK, AND SUCH COMPLIANCE WITH THE AGENCIES' REQUIREMENTS IS A CONDITION OF THE ENGINEERING PERMIT ISSUED BY THE CITY.**
4. ENVIRONMENTAL CONTAMINATION CLEARANCE. Three underground storage tanks ("USTs") were located in the northern portion of the PLAT, as depicted in Exhibit "C" attached hereto, where the retail portion of the development is to be located (such northern portion defined herein as the "North Parcel"). The USTs have been removed, and DEVELOPER has pulled Permit No. 0000051645, pursuant to which DEVELOPER has requested the issuance of a Site Rehabilitation Completion Order, or other order of closure, as appropriate (the "SRCO"). DEVELOPER acknowledges and agrees that the engineering permit being pulled is solely for work to be performed on property other than the North Parcel, and that no work shall be performed on the North Parcel unless and until the SRCO is issued. Following issuance of the SRCO, aforementioned restriction in this Section 4 shall automatically terminate.
5. HOLD HARMLESS. The DEVELOPER assumes the risks associated with constructing the Improvements prior to PLAT recordation, and agrees to indemnify and hold harmless CITY from any loss, damage or claims arising from construction of the Improvements prior to PLAT recordation. Nothing herein requires the City to approve any plat or other development permit. This Agreement and DEVELOPER's obligation to indemnify and hold harmless CITY shall expire upon the earlier to-occur of (i) recordation of the PLAT and (ii) completion of the Improvements as evidenced by a Certificate of Completion issued by CITY (or a substantially similar certification or approval by CITY). This section shall be liberally construed in favor of the City.
6. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the

Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida.

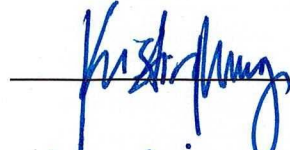
7. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
8. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
9. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
10. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
11. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties to the Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: CITY through the City Manager, and DEVELOPER, signing by and through its authorized representative, duly authorized to execute same.

WITNESSES:

CITY OF DEERFIELD BEACH



Michael Giordano

By: 

Burgess Hanson, City Manager

13 day of February, 2018

ATTEST:



City Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR USE OF AND RELIANCE
BY THE CITY OF DEERFIELD BEACH ONLY:

By: 

Andrew Maurodis, City Attorney

Witnesses (if partnership):
(as to both)

Name of Developer (corporation/partnership)

RRPIV DEERFIELD STATION LLC, a
Florida limited liability company

BY: Ram Realty Associates IV LLC, a
Delaware limited liability company, its
Manager

Amy Harris
(Signature)
Print name: AMY HARRIS

Heidi Hughes
(Signature)
Print name: Heidi Hughes

By: Karen D. Geller
(Signature)
Print name: Karen D. Geller
Title: Vice President

By: James W. Stine
(Signature)
Print name: James W. Stine
Title: Vice President

Address: 4801 PGA Boulevard
(for both) Palm Beach Gardens, FL 33418

8th day of February, 2018

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8TH day of February, 2018 by Karen D. Geller and James W. Stine, each as a Vice President of Ram Realty Associates IV LLC, a Delaware limited liability company, in its capacity as the Manager of RRPIV DEERFIELD STATION LLC, a Florida limited liability company, on behalf of the company. They are:

☒ personally known to me, or
☐ produced identification.

Type of identification produced: _____

(seal)
My commission expires:

NOTARY PUBLIC:

Kimberly A. Brown
Print name: Kimberly A. Brown

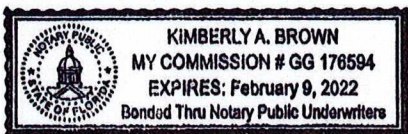


EXHIBIT "A"
LEGAL DESCRIPTION

DEERFIELD STATION VILLAGE

A REPLAT OF ALL OF PARCEL A, DEERFIELD STATION TOD,
RECORDED IN PLAT BOOK 181, PAGES 119-121, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA,
LYING IN SECTION 2, TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA.
FEBRUARY, 2017

PLAT BOOK _____ PAGE _____

SHEET 3 OF 3

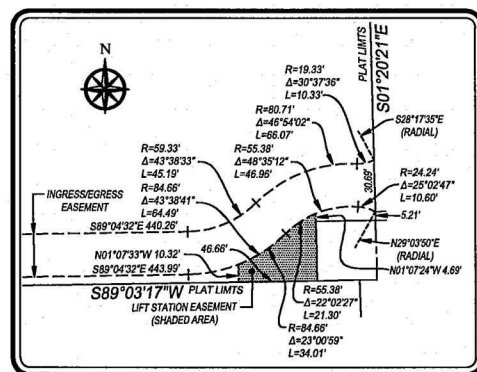
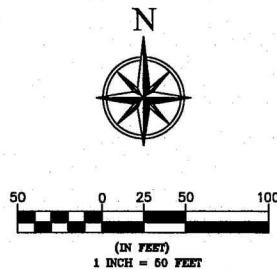
SURVEYOR'S NOTES:

1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT, THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BROWARD COUNTY.
2. THIS PLAT IS RESTRICTED TO 226 MID-RISE UNITS ON TRACT A, AND 8,500 SQUARE FEET OF COMMERCIAL USE AND 3,500 SQUARE FEET OF OFFICE USE ON TRACT B. NO FREE STANDING OR DRIVE-THRU BANK FACILITIES ARE PERMITTED WITHIN THE COMMERCIAL USE AND NO BANK FACILITIES AND/OR COMMERCIAL/RETAIL USES ARE PERMITTED WITHIN THE OFFICE USE WITHOUT THE APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS WHO SHALL REVIEW AND ADDRESS THESE USES FOR INCREASED IMPACTS.
3. THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS THERETO ARE SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.
4. IF CONSTRUCTION OF PROJECT WATER LINES, SEWER LINES, DRAINAGE, AND THE ROCK BASE FOR INTERNAL ROADS HAVE NOT BEEN SUBSTANTIALLY COMPLETED BY THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME, AND/OR
5. IF CONSTRUCTION OF PROJECT WATER LINES, SEWER LINES, DRAINAGE, AND THE ROCK BASE FOR INTERNAL ROADS HAVE NOT BEEN SUBSTANTIALLY COMPLETED BY THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME.
6. THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR PURSUANT TO CHAPTER 177.091 (28), FLORIDA STATUTES. PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS NOTE DOES NOT APPLY TO PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICES COMMISSION.
7. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
8. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE DEERFIELD STATION TOD PLAT (P.B. 181, PGS. 119-121, B.C.R.), SAID SOUTH LINE HAVING A BEARING OF SOUTH 89°03'17" WEST, AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
9. ALL DISTANCES SHOWN HEREON ARE GROUND AND BASED ON THE UNITED STATES SURVEY FOOT.
10. IT IS THE EXPRESSED INTENT OF THIS REPLAT TO VACATE, ABANDON AND DISCONTINUE FROM PUBLIC USE THE TWO (2) INGRESS/EGRESS EASEMENTS DEDICATED BY DEERFIELD STATION TOD (PLAT BOOK 181, PAGES 119-121, B.C.R.), (1) LOCATED NEAR THE CENTER OF SAID PLAT AND RUNNING IN AN EAST-WEST DIRECTION AND (2) THE 40-FOOT INGRESS/EGRESS EASEMENT LOCATED AT THE NORTHWEST CORNER OF SAID PLAT.
11. THIS PLAT LIES WITHIN CITY OF DEERFIELD BEACH ZONING DISTRICT TOD (TRANSIT ORIENTED DEVELOPMENT).

LEGEND:

- 32-48-42 = SECTION-TOWNSHIP-RANGE
- B.C.R. = BROWARD COUNTY RECORDS
- A = CENTRAL ANGLE (DELTA)
- CM = CONCRETE MONUMENT
- FP&L = FLORIDA POWER & LIGHT COMPANY
- FND. = FOUND
- ID. = IDENTIFICATION
- L. = ARC LENGTH
- LB. = LICENSED BUSINESS
- LS. = LICENSED SURVEYOR
- N.G.V.D. 29 = NATIONAL GEODETIC VERTICAL DATUM OF 1929
- N.A.V.D. 88 = NORTH AMERICAN VERTICAL DATUM OF 1988
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- P.G. = PAGE
- P.R.M. = PERMANENT REFERENCE MONUMENT
- R. = RADIUS
- R.W. = RIGHT-OF-WAY
- SEC. = SECTION
- S. = BASELINE
- C. = CENTERLINE
- = NON-VEHICULAR ACCESS LINE (NVAL)
- = SET 4" x 4" x 24" CONCRETE MONUMENT WITH DISK STAMPED "PRM LB 6791", UNLESS OTHERWISE NOTED
- = NAIL & DISK STAMPED "PRM LB 6791", UNLESS OTHERWISE NOTED

THIS INSTRUMENT PREPARED BY:
STEVEN M. WATTS, P.S.M. No. 4588
Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS®
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 561.931.7781 • Fax: 561.931.8807
Certificate of Authorization No. LB 6791

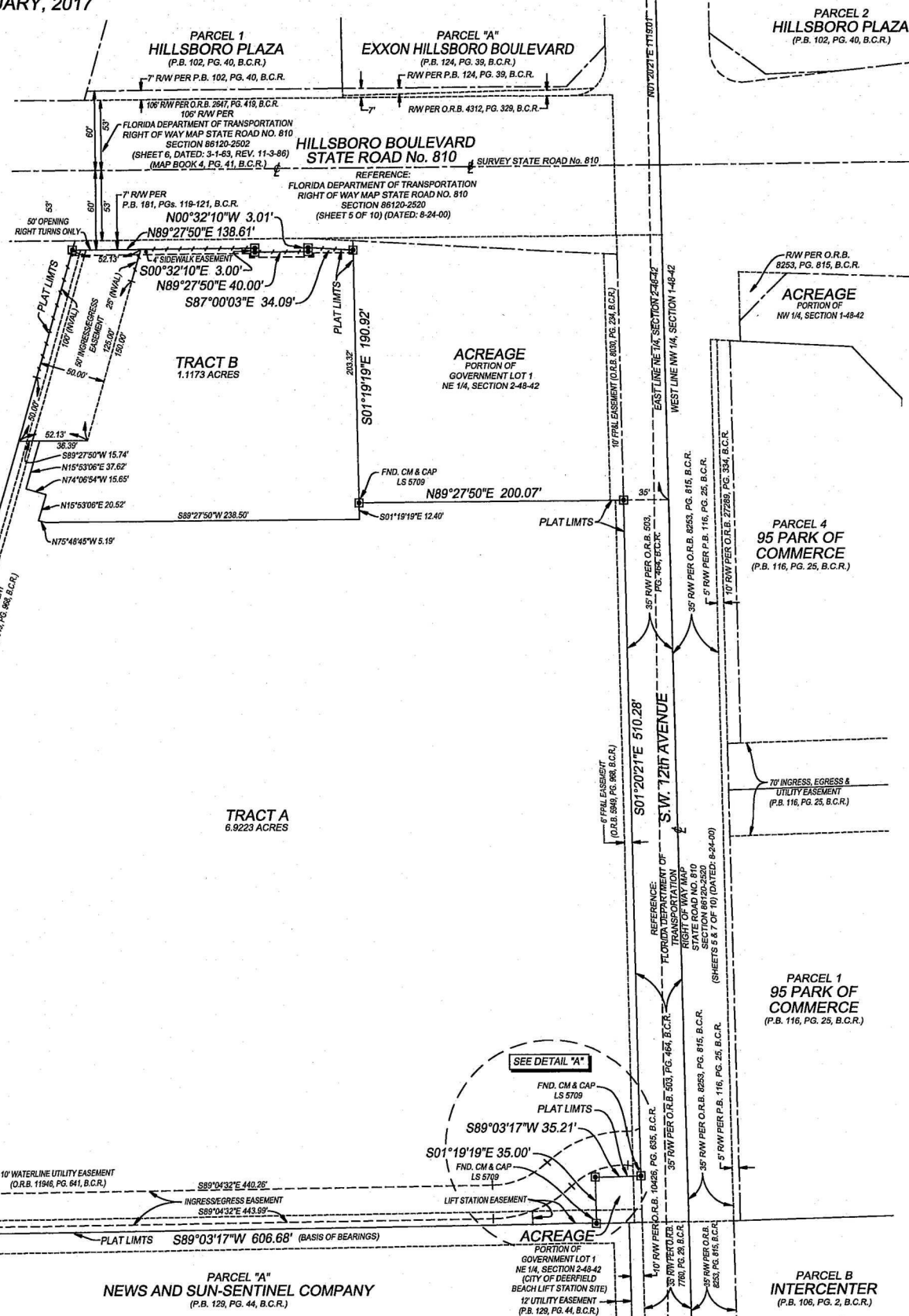


DETAIL "A"
SCALE: 1" = 50'

SEABOARD COAST LINE RAILROAD
DEERFIELD STATION
FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP STATE ROAD NO. 810
(SHEET 4 OF 10) (DATED: 8-24-00)

10' WATERLINE UTILITY EASEMENT
(O.R.B. 5946, PG. 988, B.C.R.)

FND. CM & CAP
LS 5709
NORTHWEST CORNER
PARCEL "A"
(P.B. 129, PG. 44, B.C.R.)



006-MP-17

DEERFIELD STATION VILLAGE

A REPLAT OF ALL OF PARCEL A, DEERFIELD STATION TOD,
RECORDED IN PLAT BOOK 181, PAGES 119-121, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA,
LYING IN SECTION 2, TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA.
FEBRUARY, 2017

PLAT BOOK _____ PAGE _____

SHEET 2 OF 3

DEDICATION:

STATE OF FLORIDA } ss
COUNTY OF BROWARD

KNOW ALL MEN BY THESE PRESENTS: THAT RRPV DEERFIELD STATION, LLC, A
FLORIDA LIMITED LIABILITY COMPANY, BY: RAM REALTY ASSOCIATES IV, LLC, A
DELAWARE LIMITED LIABILITY COMPANY, AS MANAGER, IS THE OWNER IN FEE SIMPLE
OF THE LANDS SHOWN AND DESCRIBED HEREON, HAS CAUSED SAID LANDS TO BE
SUBDIVIDED AND PLATTED AS SHOWN HEREON, SAID PLAT TO BE KNOWN AS
DEERFIELD STATION VILLAGE, AND DO HEREBY DEDICATE AS FOLLOWS:

THE INGRESS/EGRESS EASEMENT SHOWN HEREON IS HEREBY DEDICATED TO THE
PUBLIC FOR INGRESS AND EGRESS AND OTHER PROPER PURPOSES.

THE SIDEWALK EASEMENT SHOWN HEREON IS HEREBY DEDICATED TO THE PUBLIC
FOR PROPER PURPOSES.

IN WITNESS WHEREOF: WE HERETO SET OUR HANDS AND EXECUTE THIS INSTRUMENT

THIS _____ DAY OF _____, A.D., 20 ____.

RAM REALTY ASSOCIATES IV, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

WITNESS BY: _____

PRINTED NAME: _____ PRINTED NAME: _____

WITNESS BY: _____

PRINTED NAME: _____ PRINTED NAME: _____

ACKNOWLEDGEMENT:

STATE OF FLORIDA } ss
COUNTY OF BROWARD

BEFORE ME PERSONALLY APPEARED _____ AND _____
WHO ARE PERSONALLY KNOWN TO ME, OR HAVE PRODUCED _____
AND _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING
INSTRUMENT AS _____ AND _____ OF RAM REALTY
ASSOCIATES IV, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND THAT THE EXECUTION OF
SAID INSTRUMENT IS THEIR FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D., 20 ____.

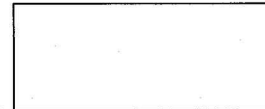
BY: _____
NOTARY PUBLIC

PRINTED NAME: _____

COMMISSION NO. _____

MY COMMISSION EXPIRES: _____

NOTARY STAMP



MORTGAGEE'S CONSENT:

STATE OF FLORIDA } ss
COUNTY OF BROWARD

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE RECORDED
IN _____ OF THE PUBLIC RECORDS OF BROWARD
COUNTY, FLORIDA, WHICH MORTGAGE DOCUMENT ENCUMBERS THE LANDS DESCRIBED
HEREON, AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATIONS SET FORTH
HEREON OF THE LANDS DESCRIBED HEREON BY THE OWNERS THEREOF AND AGREES THAT
THE MORTGAGE DOCUMENT SHALL BE SUBORDINATED TO THE DEDICATIONS SHOWN
HEREON.

IN WITNESS WHEREOF: WE HERETO SET OUR HANDS AND EXECUTE THIS INSTRUMENT

THIS _____ DAY OF _____, A.D., 20 ____.

WITNESS _____ LENDER

PRINTED NAME: _____ BY: _____

WITNESS _____ NAME

PRINTED NAME: _____

ACKNOWLEDGEMENT:

STATE OF FLORIDA } ss
COUNTY OF BROWARD

BEFORE ME PERSONALLY APPEARED _____ WHO IS PERSONALLY
KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION,
AND WHO EXECUTED THE FOREGOING INSTRUMENT AS
OF _____, AND THAT THE EXECUTION OF SAID INSTRUMENT
IS HIS/HER FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D., 20 ____.

BY: _____
NOTARY PUBLIC

PRINTED NAME: _____

COMMISSION NO. _____

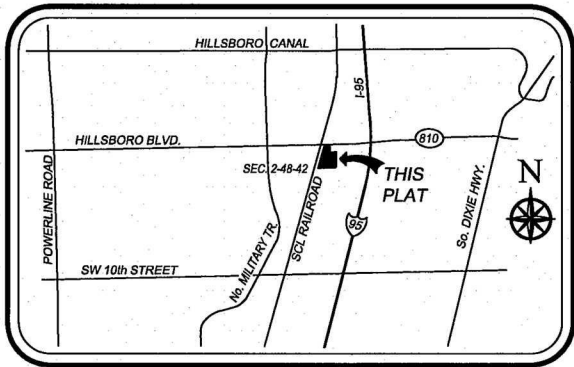
MY COMMISSION EXPIRES: _____

NOTARY STAMP



THIS INSTRUMENT PREPARED BY:
STEVEN M. WATTS, P.S.M. NO. 4588
Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 • Fax: 954.921.8807
Certificate of Authorization No. LB 8791

OWNER	MORTGAGEE



LOCATION MAP
(NOT TO SCALE)

LEGAL DESCRIPTION:

ALL OF PARCEL A, DEERFIELD STATION TOD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 181, PAGES 119 THROUGH 121, INCLUSIVE, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING AND BEING IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 8.0396 ACRES, MORE OR LESS.

DEDICATION:

COUNTY OF _____ OF _____ } ss

KNOW ALL MEN BY THESE PRESENTS: THAT BANCSHARES REALTY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, IS THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED HEREON, HAS CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED AS SHOWN HEREON, SAID PLAT TO BE KNOWN AS DEERFIELD STATION VILLAGE, AND DO HEREBY DEDICATE AS FOLLOWS:

THE INGRESS/EGRESS EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR INGRESS AND EGRESS AND OTHER PROPER PURPOSES.

THE SIDEWALK EASEMENT SHOWN HEREON IS HEREBY DEDICATED TO THE PUBLIC FOR PROPER PURPOSES.

THE LIFT STATION EASEMENT SHOWN HEREON IS HEREBY DEDICATED TO THE CITY OF DEERFIELD BEACH, FLORIDA, FOR PROPER PURPOSES.

IN WITNESS WHEREOF: WE HERETO SET OUR HANDS AND EXECUTE THIS INSTRUMENT

THIS _____ DAY OF _____, A.D., 20 _____.

WITNESS _____ BANCSHARES REALTY, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

PRINTED NAME: _____ BY: _____
JOHN R. GASSIE, VICE PRESIDENT

WITNESS _____
PRINTED NAME: _____

ACKNOWLEDGEMENT:

COUNTY OF _____ OF _____ } ss

BEFORE ME PERSONALLY APPEARED JOHN R. GASSIE, WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS VICE PRESIDENT OF BANCSHARES REALTY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND THAT THE EXECUTION OF SAID INSTRUMENT IS HIS FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D., 20 _____.

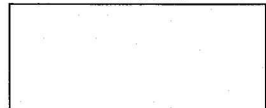
BY: _____
NOTARY PUBLIC

PRINTED NAME: _____

COMMISSION NO. _____

MY COMMISSION EXPIRES: _____

NOTARY STAMP



DEERFIELD STATION VILLAGE

A REPLAT OF ALL OF PARCEL A, DEERFIELD STATION TOD,
RECORDED IN PLAT BOOK 181, PAGES 119-121, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA,
LYING IN SECTION 2, TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA.
FEBRUARY, 2017

CITY OF DEERFIELD BEACH APPROVALS:

PLANNING AND ZONING BOARD:

THIS IS TO CERTIFY THAT THE CITY OF DEERFIELD BEACH PLANNING AND ZONING BOARD HAS APPROVED AND ACCEPTED THIS PLAT FOR RECORD

THIS _____ DAY OF _____, A.D., 20 _____.

BY: _____
CHAIR _____ DATE _____

CITY ENGINEER:

THIS IS TO CERTIFY THAT THE LAND DEVELOPER HAS COMPLIED WITH THE APPLICABLE PROVISIONS SET FORTH IN SECTION 98-13 OF THE CITY OF DEERFIELD BEACH CITY CODE.

DATED THIS _____ DAY OF _____, A.D., 20 _____.

BY: _____
RAJESH VERMA, CITY ENGINEER
PROFESSIONAL ENGINEER No. 38861
STATE OF FLORIDA

CITY CLERK'S CERTIFICATION:

STATE OF FLORIDA } ss
COUNTY OF BROWARD }

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY OF DEERFIELD BEACH, FLORIDA, IN AND BY A MOTION DULY ADOPTED BY THE CITY COMMISSIONERS ON THE

_____ DAY OF _____, A.D., 20 _____.

NO BUILDING PERMITS SHALL BE ISSUED FOR THE CONSTRUCTION, EXPANSION AND/OR CONVERSION OF A BUILDING WITHIN THIS PLAT UNTIL SUCH TIME AS THE DEVELOPER PROVIDES THE MUNICIPALITY WITH WRITTEN CONFIRMATION FROM BROWARD COUNTY THAT ALL APPLICABLE CONCURRANCY/IMPACT FEES HAVE BEEN PAID OR ARE NOT DUE.

IN WITNESS WHEREOF: I HAVE EXECUTED THESE PRESENTS AND AFFIXED THE CORPORATE SEAL OF THE CITY OF DEERFIELD BEACH, FLORIDA, IN SAID CITY THIS

_____ DAY OF _____, A.D., 20 _____.

ATTEST: _____ BY: _____
SAMANTHA GILLYARD, CMC, CITY CLERK BILL GANZ, MAYOR

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED, SUBDIVIDED PLATTED AND DRAWN UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA SHOWN CONFORMS TO ALL THE APPLICABLE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WITH THE APPLICABLE SECTIONS OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.072, FLORIDA STATUTES, AS REQUIRED TO COMPLY WITH THE BROWARD COUNTY LAND DEVELOPMENT CODE.

THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) WERE SET IN ACCORDANCE WITH SECTION 177.091 OF SAID CHAPTER 177 THIS _____ DAY OF _____, 20 _____.

BY: _____ THIS _____ DAY OF _____, 20 _____.
STEVEN M. WATTS
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE No. 4588
CALVIN, GIORDANO & ASSOCIATES, INC.
1800 ELLER DRIVE, SUITE 600
FT. LAUDERDALE, FL 33316
CERTIFICATE OF AUTHORIZATION No. LB6791

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DEERFIELD BEACH	CITY ENGINEER	COUNTY COMMISSION	COUNTY ENGINEER	COUNTY SURVEYOR	SURVEYOR

PLAT BOOK _____ PAGE _____

SHEET 1 OF 3

BROWARD COUNTY APPROVALS:

BROWARD COUNTY PLANNING COUNCIL:

THIS IS TO CERTIFY THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH THE DEDICATION OF RIGHT-OF-WAY FOR TRAFFICWAYS

THIS _____ DAY OF _____, A.D., 20 _____.

BY: _____
CHAIRPERSON

THIS PLAT COMPLIES WITH THE APPROVAL OF BROWARD COUNTY PLANNING COUNCIL OF THE ABOVE DATE AND IS APPROVED AND ACCEPTED FOR RECORD

THIS _____ DAY OF _____, A.D., 20 _____.

BY: _____
EXECUTIVE DIRECTOR OR DESIGNEE

BROWARD COUNTY HIGHWAY CONSTRUCTION AND
ENGINEERING DIVISION:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH CHAPTER 177, PART I, FLORIDA STATUTES, AND IS APPROVED AND ACCEPTED FOR RECORDATION.

BY: _____ DATE _____ BY: _____ DATE _____
ROBERT P. LEGG, JR. PROFESSIONAL SURVEYOR AND MAPPER RICHARD TORNESE
FLORIDA REGISTRATION NUMBER: LS4030 DIRECTOR
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION NUMBER: 40263

BROWARD COUNTY ENVIRONMENTAL PROTECTION AND
GROWTH MANAGEMENT DEPARTMENT:

THIS PLAT IS HEREBY APPROVED AND ACCEPTED FOR RECORD

THIS _____ DAY OF _____, A.D., 20 _____.

BY: _____
DIRECTOR/DESIGNEE

BROWARD COUNTY FINANCE & ADMINISTRATIVE
SERVICES DEPARTMENT
COUNTY RECORDS DIVISION - MINUTES SECTION:

THIS IS TO CERTIFY THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA.

THIS _____ DAY OF _____, A.D., 20 _____.

BY: _____ BY: _____
DEPUTY MAYOR - COUNTY COMMISSION

BROWARD COUNTY FINANCE & ADMINISTRATIVE SERVICES
DEPARTMENT
COUNTY RECORDS DIVISION - RECORDING SECTION:

THIS INSTRUMENT WAS FILED FOR RECORD THIS _____ DAY OF _____, A.D., 20 _____
AND RECORDED IN PLAT BOOK _____, AT PAGES _____, RECORD VERIFIED.

BY: _____
DEPUTY



THIS INSTRUMENT PREPARED BY:
STEVEN M. WATTS, P.S.M. NO. 4588
Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS®
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone 954.921.7781 • Fax 954.921.8807
Certificate of Authorization No. LB 6791

EXHIBIT "B"
LIST OF IMPROVEMENTS



This narrative serves as a summary of the proposed civil/site improvements for the Deerfield Station development, located at 1250 W Hillsboro Boulevard, Deerfield Beach. The information below is a general summary of the proposed civil/site improvements, and is not all inclusive.

General Description of the Development:

The proposed development consists of approximately 226 multi-family units and a commercial building located on Hillsboro Boulevard, on the north of the residential development. The commercial building consists of approximately 1,925 SF retail, 4,350 SF restaurant, and 1,400 SF office space.

Proposed Work:

- **Water:**

Approximately 1,090 LF of proposed 8" water main extension and 1,270 LF of proposed domestic and fire service lines will be provided to serve the proposed residential and retail developments. In addition, seven (7) proposed fire hydrants and six (6) proposed fire department connections will be provided for the residential and retail developments.

- **Sewer:**

The sanitary sewer system for the proposed development consists of approximately 633 LF of 8" C-900 PVC gravity main, 329 LF of 6" C-900 PVC and 115 LF of 1.5" C-900 PVC for the sanitary sewer laterals, and five (5) proposed sanitary manholes.

- **Grading and Drainage:**

The stormwater system utilizes exfiltration trench, drainage pipes, underground storage trenches, and landscape areas to provide the required water quantity and quality. The proposed stormwater system will retain and treat all stormwater on-site, with no off-site discharge.

- **Roadway Pavement and Striping:**

A 23-foot main drive for the proposed residential development will be located east of the site along SW 12th Ave. A 32-foot entry drive for the proposed retail development will be located north of the site, along W. Hillsboro Boulevard.

A typical pavement section is being used for the development. The typical section includes 12-inches compacted subgrade, 8 inches of limerock base, and 2-inch asphalt coarse.

Due to utility installation, three (3) road cuts are being proposed along SW 12th Avenue which will required a pavement restoration as per City of Deerfield Beach Detail W-22.

- **Sidewalks, Curbing, and ADA Ramps:**

The proposed development includes approximately 6,520 LF of Type “D” curb and 317 LF Type “F” curb and gutter. Concrete sidewalks and ADA ramps will be provided on both, the residential and commercial developments.

- **Tree Removal:**

Due to the proposed development, 27 trees and 249 palms are being impacted on-site. Of the 27 trees, 5 Queens Crape are being relocated and reused, 22 trees and 249 palms are being removed. The removed tree canopy is being replaced through a combination of proposed plantings per Section 98-81 and payment into the Deerfield Beach Tree Fund.

For further information and details, please refer to the Civil plans provided and/or contact me at george.balaban@kimley-horn.com.

Sincerely,
George Balaban, P.E.
Kimley-Horn and Associates, Inc
600 North Pine Island Road, Suite 450
Plantation, FL 33324
Ph: (954) 535-5100



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-566

Agenda Date: 9/14/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Invitation to Bid #20-49-JW for East Water Treatment Improvement Phase II to Demcon Group, LLC; authorizing execution of an agreement with Demcon Group, LLC in an amount not to exceed \$529,718; providing for severability and an effective date. (Funds from Account #413-5000-536-60-31 - Improvement 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: \$529,718

Account Name: Improvements Other Than Buildings

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

Background/History

The decommissioned East Water treatment plant is in phase II of the two phase demolition and rehabilitation project. Phase one consisted of the demolition of two up-flow clarifiers, thickener, lime silo and lime processing building. In phase two, the multi-media filter will be demolished and separated from the existing building. The high service pump building will then be painted, and high service pump number 8 will be replaced along with two air compressors. Upon completion of the demolition and rehabilitation, new fencing will be installed around the site.

Current Activity

The City issued Invitation to Bid #20-49-JW for East Water Treatment Improvement Phase II (the "ITB"), in compliance with the City's procurement requirements. After advertisement in the Sun-Sentinel and solicitation to 357 prospective Offerors via the e-Procurement Marketplace, 20 vendors viewed the ITB documents. On August 26, 2020 at 11:00 a.m., the Purchasing and Contract Administration Division unsealed four bids. Demcon Group, LLC ("Demcon") was the apparent lowest bidder. The Purchasing and Contract Administration Division reviewed the bid and discussed it with the Environmental Services Department and concluded that Demcon's bid meets all the requirements of the ITB. Therefore, staff is recommending award of the subject contract to Demcon.

Recommendation

It is recommended that the City Commission approve the resolution to award a contract to Demcon and authorize the City Manager to execute the contract.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF INVITATION TO BID #20-49-JW FOR EAST WATER TREATMENT IMPROVEMENT PHASE II TO DEMCON GROUP, LLC; AUTHORIZING EXECUTION OF AN AGREEMENT WITH DEMCON GROUP, LLC IN AN AMOUNT NOT TO EXCEED \$529,718; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) desires to enter into an agreement with a contractor to demolish and separate the multi-media filter from the existing East Water Treatment building (the “Services”); and

WHEREAS, the City issued Invitation to Bid No. 20-49-JW for East Water Treatment Improvement Phase II (the “ITB”); and

WHEREAS, the ITB was advertised in the legal notices section of the Sun Sentinel on July 23, 2020, and the notice was also sent to 357 prospective bidders via the e-Procurement Marketplace; and

WHEREAS, 20 firms viewed the ITB documents; and

WHEREAS, on August 26, 2020 at 11:00 a.m., the ITB due date and time, the Purchasing and Contract Division (the “Division”) unsealed the four bids that were timely received, and reviewed the bids to ensure they met the ITB requirements; and

WHEREAS, Demcon Group, LLC (“Demcon”) was the apparent lowest bidder; and

WHEREAS, the Division met with the Environmental Services Department to discuss the bid and concluded that Demcon’s bid met all the requirements of the ITB; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to Demcon, the lowest responsive and responsible bidder to the ITB, and authorize execution of an agreement with Demcon for the Services in the amount not to exceed \$529,718 (the “Agreement”).

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

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

Section 2. The City Commission hereby approves the award of the ITB to Demcon for the Services.

Section 3. The City Manager is hereby authorized to execute an Agreement with Demcon for the Services in an amount not to exceed \$529,718, consistent with the terms of the ITB, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Memorandum

TO: Tom Good, Assistant City Manager

FROM: Jeremin Worlds, Senior Buyer

THRU: Ivelsa Guzman, Purchasing Manager

DATE: September 1, 2020

RE: **East Water Treatment Plant Improvement Phase II, ITB #20-49-JW**

The Purchasing and Contract Administration Division issued an Invitation to Bid (ITB) for East Water Treatment Plant Improvement Phase II, ITB #20-49-JW. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The ITB was advertised in the legal notices section of the Sun-Sentinel on July 23, 2020. The notice was also sent to three hundred fifty-seven (357) prospective Offeror's via the e-Procurement Marketplace.
- Twenty (20) vendors viewed the documents of the ITB.
- On July 28, 2020 from 9:00 a.m. to 11:00 a.m., a Non-Mandatory Site Visit and Examination was held. There was no attendance.
- On August 13, 2020 at 10:00 a.m., a follow up Non-Mandatory Site Visit and Examination was also held, one (1) vendor attended. All site visits followed all CDC guidelines due to current COVID-19 Emergency.
- Two (2) Addendum were issued to make additional information visible to prospective Offerors.
- On August 26, 2020 at 11:00 a.m. EST, the Purchasing and Contract Administration Division closed and unsealed four (4) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the ITB requirements.
- The apparent lowest Offeror, Demcon Group, LLC met all the ITB requirements.
- The Purchasing and Contract Administration Division reviewed and discussed the response with the Environmental Services Staff, and concluded Demcon Group, LL., response meets all the requirements of the ITB.
- Reference checks were conducted on Demcon Group, LLC and revealed positive ratings.

- Documentation related to this solicitation may be obtained by emailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, Demcon Group, LLC is the lowest, responsive and responsible Offeror able to meet the ITB requirements; therefore, the award recommendation of this contract is to Demcon Group, LLC.

Please use this memorandum and all attachments as your backup to the Environmental Services for the next available Commission Meeting.

Att. Tabulation Summary, Bid Tabulation, Scope of Work

c: Priscilla Cygielnik, Assistant Director of Engineering & Operations

Event Number	20-49-JW Addendum 2	Organization	City of Deerfield Beach
Event Title	East Water Treatment Plant Improvement Phase II	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is soliciting sealed	Event Owner	Jeremin Worlds jworlds@deerfield-beach.com
Event Type	ITB (Commodity)	Email	beach.com
Issue Date	7/23/2020 03:57:41 PM (ET)	Phone	(954) 480-4415
Close Date	8/26/2020 11:00:00 AM (ET)	Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Demcon Group, LLC	Sunrise, FL	FL	8/26/2020 10:02:19 AM (ET)	3	\$529,718.00
Lawrence Lee Construction Services, Inc.	Stuart	FL	8/25/2020 08:59:04 PM (ET)	3	\$721,000.00
Intercounty Engineering, Inc.	Pompano Beach	FL	8/26/2020 10:55:52 AM (ET)	3	\$761,310.00
Florida Design Contractors, Inc.	Lake Park	FL	8/24/2020 09:04:27 AM (ET)	3	\$835,000.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

							Demcon Group, LLC		Ice Lee Construction Services, Inc.		Intercounty Engineering, Inc.		Florida Design Contractors, Inc.		
							Total Price	\$529,718.00	Total Price	\$721,000.00	Total Price	\$761,310.00	Total Price	\$835,000.00	
Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimated	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	
1	General Construction - Lump Sum Payment. Full Compensation for Providing all Work as Shown and Specified in all ITB Package.			1	Lump Sum			<u>\$34,500.00</u>	\$34,500.00	\$100,000.00	\$100,000.00	\$153,866.00	\$153,866.00	\$50,000.00	\$50,000.00
2	All Work described in the ITB Package and not listed under other pay items.			1	Lump Sum			<u>\$455,218.00</u>	\$455,218.00	\$581,000.00	\$581,000.00	\$567,444.00	\$567,444.00	\$745,000.00	\$745,000.00
3	Owner Contingency			1	Lump Sum			<u>\$40,000.00</u>	\$40,000.00	<u>\$40,000.00</u>	\$40,000.00	<u>\$40,000.00</u>	\$40,000.00	<u>\$40,000.00</u>	\$40,000.00

SECTION VI - SCOPE OF WORK

1. General

- A.** The Work to be performed under this Contract shall consist of furnishing all equipment, materials, supplies, transportation and for the performance of all labor, work, or other operations required in accordance with the Contract Documents. The Work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete the Work in good faith shall be performed, furnished, and installed by the CONTRACTOR as though originally so specified or shown, at no additional cost to the CITY.
- B.** This project will provide the required improvements to the facilities located at 150 NW 2Nd Ave Deerfield Beach, FL 33441. This is the site of the old East water Treatment plan that it being converted to water storage and pumping facility (East Water Storage Facilities). The work includes:
- 1) Perform site investigations, conduct analysis and demolition the Filter Building.
 - 2) Fabricate and install Type II aluminum stairs for access and egress from the top story of the Operations Building to the ground level meeting all codes and standards.
 - 3) Relocate the communication antenna and associated guy wire supports.
 - 4) Replace High Service Pump Number 8 and associated piping and valves.
 - 5) Replace two Air Compressors and modify the associated piping
 - 6) Install new fencing and gates.
 - 7) Paint all new piping, valves & pump and all modified existing piping.
 - 8) Paint the Operations Building
- C.** The CONTRACTOR shall perform the work complete, in place, where applicable and make ready for continuous service, and shall include repairs, replacements and restoration required as a result of damages caused during this construction.
- D.** Furnish and install all materials, equipment and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not.

2. Requirements:

SECTION 01010	Summary Of Work
SECTION 010250	Measurement And Payment
SECTION 01041	Project Coordination
SECTION 01043	Coordination With Owner's Operations
SECTION 01300	Submittals
SECTION 01310	Progress Schedules
SECTION 01320	Construction Progress Documentation
SECTION 01580	Project Identification
SECTION 01710	Cleaning
SECTION 01720	Project Record Documents
SECTION 02050	Demolitions
SECTION 02200	Excavation And Fill
SECTION 02830	Fencing
SECTION 05120	Structural Steel

SECTION 05510	Metal Stairs
SECTION 07920	Sealants And Caulking
SECTION 09800	Piping And Equipment Painting
SECTION 09900	Painting

3. Permit Fees

- A. City of Deerfield Beach permit fees are waived. Broward County, State of Florida and other agencies permit fees will not be waived and taxes will not be waived and the Offeror shall be responsible to incorporate in their pricing.

3. Protection of Property

- A. The Contractor shall at all times guard against damage or loss to the City property and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the Director of Environmental Services or his designee. Replacement or repairs shall begin within five (5) days of the incident that caused the damage.
- B. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.
- C. The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.

4. Quality Assurance

- A. All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the materials and workmanship on the job throughout the duration of his/her responsibility.

5. Personnel

- A. The City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interests of the City. The City shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Contractor to immediately address upon the City's notification to the Contractors supervisory staff on-site or the managerial point of contact designated to the contract.
- B. The Contractors employees performing work on City property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Contractor agrees to be responsible for such personnel. All Contractors' personnel dealing with the public under this contract, shall be identified by name through the use of a nametag or embroidered name on his/her uniform. The Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.

- C. At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the “English” language.
- D. All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.

6. Contractor’s Vehicles

Contractor’s vehicles used on City projects shall be clean and presentable, in working condition, and identified with the name of the company and proper licensing.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-581

Agenda Date: 9/14/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Agreement with the Broward Sheriff's Office for Police Services to provide for a six month extension of the existing term; providing for execution and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City entered into an agreement with the Broward Sherriff's Office ("BSO"), dated October 1, 2015, for BSO to provide a high level of professional police services to the City for the benefit of the citizens of Deerfield Beach (the "Agreement")

Current Activity

The existing five year term of the Agreement expires on September 30, 2020.

The City and BSO desire to enter into an Amendment to the Agreement, attached as Exhibit "A", to extend the term of the Agreement for up to six months while the parties negotiate a new agreement for police services. This amendment and the subsequent agreement will not change the consideration (annual cost) of law enforcement services for Fiscal Year 2021.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2020/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO
THE AGREEMENT WITH THE BROWARD SHERIFF'S OFFICE FOR
POLICE SERVICES TO PROVIDE FOR A SIX MONTH EXTENSION OF
THE EXISTING TERM; PROVIDING FOR EXECUTION AND AN
EFFECTIVE DATE**

WHEREAS, the City entered into an agreement with the Broward Sheriff's Office ("BSO"), dated October 1, 2015, for BSO to provide a high level of professional police services to the City for the benefit of the citizens of Deerfield Beach (the "Agreement"); and

WHEREAS, the City is desirous of maintaining a high level of competent professional police services in conjunction and harmony with its fiscal policies of sound, economical management; and

WHEREAS, the existing five year term of the Agreement expires on September 30, 2020; and

WHEREAS, the City and BSO desire to enter into an Amendment to the Agreement, attached as Exhibit "A", (the "Amendment") to extend the term of the Agreement for six months while the parties negotiate a new agreement for police 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 Amendment to the Agreement with BSO, attached as Exhibit "A," to extend the existing term of the Agreement for six months through March 31, 2021.

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

Section 4. 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

AMENDMENT TO THE AGREEMENT FOR POLICE SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR POLICE SERVICES, dated the ____ day of September, 2020, is made by and between the City of Deerfield Beach, (hereinafter referred to as the "CITY") and the Broward Sheriff's Office (hereinafter referred to as "BSO").

WITNESSETH:

WHEREAS, the CITY entered in an agreement for police services with the Broward Sheriff's Office, dated October 1, 2015 (the "Agreement"), and

WHEREAS, the existing term of the Agreement expires on September 30, 2020, and

WHEREAS, the City and BSO desire to extend the term of the Agreement for six months while the parties negotiate a new agreement for police services, and

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The term of the Agreement is hereby extended through March 31, 2021.
3. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effort.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**AMENDMENT TO THE AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF
DEERFIELD BEACH, FLORIDA AND THE BROWARD SHERIFF'S OFFICE**

IN WITNESS HEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

BSO:

BROWARD SHERIFF'S OFFICE

By: _____

GREGORY TONY, SHERIFF

Approved as to form and legal sufficiency subject to the execution by the parties:

By: _____

TERRENCE O. LYNCH, GENERAL COUNSEL

**AMENDMENT TO THE AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF
DEERFIELD BEACH, FLORIDA AND THE BROWARD SHERIFF'S OFFICE**

CITY:

CITY OF DEERFIELD BEACH

ATTEST:

SAMANTHA GILLYARD, CMC
CITY CLERK

By: _____
BILL GANZ
MAYOR

Dated: _____

(SEAL)

By: _____
DAVID SANTUCCI
CITY MANAGER

Dated: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

ANTHONY SOROKA
CITY ATTORNEY

Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312
954-831-8900
www.sheriff.org



July 22, 2020

Mr. David Santucci, City Manager
City of Deerfield Beach
150 N.E. 2nd Street
Deerfield Beach, Florida 33441

Dear Mr. Santucci:

Please be advised that the revised consideration for Fiscal Year 2021 is as follows:

Police Services

Total Personnel Expense	21,833,848	
Operating Expenditures	1,614,705	
Capital Outlay	1,204,799	
Transfers and Reserves	921,752	
Total Expenditure	25,575,104	(2,131,258.67 Monthly)

The second of three radio purchase payments have been added to your consideration in the amount of \$226,261. At your request, the two (2) School Resource Deputies have been removed and the capital equipment has been reduced from the original consideration amounts respectively.

As a reminder, the final adopted budget is approved by the Board of County Commissioners along with any additional contract amendments, or negotiations that take place after this date.

Please contact me at (954) 831-8939 with any questions regarding this matter.

Sincerely,

A handwritten signature in blue ink, reading "Dafne E. Perez", is written over a blue circular stamp that partially overlaps the signature.

Dafne E. Perez, Director
Office of Management and Budget

DEP:dw

cc: Colonel David Holmes, Department of Law Enforcement
Colonel James Reyes, Department of Administration

BROWARD SHERIFF'S OFFICE
08. One Year Appropriation
General Fund 001
Adopted Budget
23460 - Deerfield Beach

	2020/2021
ACCOUNTS	
	20-21 Budget
512401 - Regular Salary	13,140,676
512407 - Cell Phone Supplement	4,201
514401 - Overtime	742,739
515401 - Special Pay	74,338
Personal Services	13,961,954
521401 - FICA Taxes	1,050,950
522401 - Retire/Regular	61,086
522402 - Retire/Special Risk	3,078,435
522404 - Retire/Drop Regular	21,599
522405 - Retire/Drop Special Risk	96,143
523401 - Life/Health Insurance	2,625,502
523403 - OPEB	263,284
523406 - RHSP	87,403
524401 - Worker's Comp	587,492
Fringe Benefits	7,871,894
Total Personnel Expense	21,833,848
534401 - Contract Services/General	10,000
535401 - Investigations	7,000
540402 - Travel-In/Out State	5,000
541401 - Communication Svc/Fixed	10,000
541402 - Communication Svc/Portable	8,800
541403 - Communication Svc/Aircards	61,031
544401 - R/L Office Machines	11,000
544402 - R/L Vehicle	26,280
545402 - Ins/Admin-Bond/Ins	165,545
546401 - R/M Equipment	6,000
546402 - R/M Vehicles	419,915
546403 - R/M Build/Ground	20,000
547401 - Contract Print & Binding	1,400
551401 - Office Supply-Misc	500
551402 - Office Supply-Office	24,000
551403 - Office Supply-Postage	150
551404 - Off Supp/Cln/Janit	1,300
551710 - Debt Interest Expense	10,187
552401 - Oper Supply-Gas/Oil/Lub	506,112
552402 - Oper Supply-Tools	500
552406 - Oper Supply-Instit	18,000
552409 - Oper Supply/Misc	220,085
552410 - Oper Supply-Uniforms	59,200
552412 - Computers less than \$1,000.	14,000
552413 - Software less than \$1,000.	2,000
554401 - Books/Pub/Sub	1,700
554402 - Dues/Membership	2,000
554404 - Training/Misc	3,000
Operating Expenditures	1,614,705
564401 - Mach-Equip/Vehicle	825,000
564402 - Mach-Equip/Equipment	31,097
564408 - M/E-Computers	132,628
564421 - Lease/Purchase Equipment	216,074
Capital Outlay	1,204,799
591001 - Transfer To General Fund	857,819
591401 - OPEB Reserve	63,933
Transfers and Reserves	921,752
Total Expenditure	25,575,104



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-580

Agenda Date: 9/14/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Agreement with the Broward Sheriff's Office for fire rescue and emergency medical services to provide for a six month extension of the existing term; providing for execution and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City entered into an agreement with the Broward Sheriff's Office ("BSO"), dated October 1, 2015, for BSO to provide a high level of professional fire rescue and emergency medical services to the City for the benefit of the citizens of Deerfield Beach (the "Agreement").

Current Activity

The existing five year term of the Agreement expires on September 30, 2020.

The City and BSO desire to enter into an Amendment to the Agreement, attached as Exhibit "A", to extend the term of the Agreement for up to six months while the parties negotiate a new agreement for fire rescue and emergency medical services. The amendment and subsequent agreement will not change the consideration (annual cost) of fire rescue services for Fiscal Year 2021.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2020/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO
THE AGREEMENT WITH THE BROWARD SHERIFF'S OFFICE FOR
FIRE RESCUE AND EMERGENCY MEDICAL SERVICES TO PROVIDE
FOR A SIX MONTH EXTENSION OF THE EXISTING TERM;
PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE**

WHEREAS, the City entered into an with the Broward Sherriff's Office ("BSO"), dated October 1, 2015, for BSO to provide a high level of professional fire rescue and emergency medical services to the City for the benefit of the citizens of Deerfield Beach (the "Agreement"); and

WHEREAS, the City is desirous of maintaining a high level of competent professional fire rescue and emergency services in conjunction and harmony with its fiscal policies of sound, economical management; and

WHEREAS, the existing five year term of the Agreement expires on September 30, 2020; and

WHEREAS, the City and BSO desire to enter into an Amendment to the Agreement, attached as Exhibit "A", (the "Amendment") to extend the term of the Agreement for six months while the parties negotiate a new agreement for fire rescue and emergency medical 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 Amendment to the Agreement with BSO, attached as Exhibit "A," to extend the existing term of the Agreement for six months through March 31, 2021.

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

Section 4. 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

AMENDMENT TO THE AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES, dated the ____ day of September, 2020, is made by and between the City of Deerfield Beach, (hereinafter referred to as the "CITY") and the Broward Sheriff's Office (hereinafter referred to as "BSO")

WITNESSETH:

WHEREAS, the CITY entered in an agreement for the provision of fire, and emergency medical services with the Broward Sheriff's Office, dated October 1, 2015 (the "Agreement"), and

WHEREAS, the existing term of the Agreement expires on September 30, 2020, and

WHEREAS, the City and BSO desire to extend the term of the Agreement for six months while the parties negotiate a new agreement for fire and emergency medical services, and

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The Agreement is hereby extended through March 31, 2021.
3. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effort.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**AMENDMENT TO THE AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES
BETWEEN THE CITY OF DEERFIELD BEACH, FLORIDA AND THE BROWARD SHERIFF'S
OFFICE**

IN WITNESS HEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

BSO:

BROWARD SHERIFF'S OFFICE

By: _____
GREGORY TONY, SHERIFF

Approved as to form and legal sufficiency subject to the execution by the parties:

By: _____
TERRENCE O. LYNCH, GENERAL COUNSEL

**AMENDMENT TO THE AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES
BETWEEN THE CITY OF DEERFIELD BEACH, FLORIDA AND THE BROWARD SHERIFF'S
OFFICE**

CITY:

CITY OF DEERFIELD BEACH

ATTEST:

SAMANTHA GILLYARD, CMC
CITY CLERK

(SEAL)

By: _____
BILL GANZ
MAYOR

Dated: _____

By: _____
DAVID SANTUCCI
CITY MANAGER

Dated: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

ANTHONY SOROKA
CITY ATTORNEY

Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312
954-831-8900
www.sheriff.org



June 18, 2020

Mr. David Santucci, City Manager
City of Deerfield Beach
150 N.E. 2nd Street
Deerfield Beach, Florida 33441

Dear Mr. Santucci:

Please be advised that the revised preliminary consideration for Fiscal Year 2021 is as follows:

Fire Rescue / EMS Services

Total Personnel Expense	26,547,747	
Operating Expenditures	1,476,411	
Capital Outlay	334,160	
Transfers and Reserves	617,054	
Total Expenditure	28,975,372	(2,414,614.33 Monthly)

The second of three radio purchase payments have been added to your consideration in the amount of \$327,190.

These amounts are subject to the final adopted budget as approved by the Board of County Commissioners, and to any additional contract amendments or negotiations that take place after this date.

Please contact me at (954) 831-8939 with any questions regarding this matter.

Sincerely,

A handwritten signature in blue ink, reading "Dafne E. Perez", is written over a blue circular stamp that partially overlaps the signature.

Dafne E. Perez, Director
Office of Management and Budget

DEP:kc

cc: Colonel James Reyes, Department of Law Administration
Chief Joseph Fernandez, Fire Rescue / EMS
Deputy Chief Gregory Holness, Finance & Management, Fire Rescue/EMS

BROWARD SHERIFF'S OFFICE
1-Year Appropriation Detail for Fire Contract Cities
General Fund 001 Budget
Adopted Budget
88722 - Deerfield Beach

ITEM	2020/2021 Budget
512401 - Regular Salary	15,333,202
514401 - Overtime	850,000
515401 - Special Pay	49,323
Personal Services	16,232,525
521401 - FICA Taxes	1,224,167
522401 - Retire/Regular	5,438
522402 - Retire/Special Risk	3,632,039
522405 - Retire/Drop Special Risk	17,825
523401 - Life/Health Insurance	2,768,164
523403 - OPEB	278,519
523405 - IAFF - BIVA	541,264
523406 - RHSP	1,186
524401 - Worker's Comp	613,511
529400 - Overhead Allocation	1,233,109
Fringe Benefits	10,315,222
Total Personnel Expense	26,547,747
531402 - Prof Svc/Admin	27,730
534401 - Contract Services/General	0
540402 - Travel-In/Out State	3,660
541401 - Communication Svc/Fixed	4,000
541402 - Communication Svc/Portable	13,176
541403 - Communication Svc/Aircards	13,000
543401 - Utility Service	5,000
543402 - Water & Waste Disposal	4,600
544401 - R/L Office Machines	6,200
544403 - R/L Equipment	88,140
544404 - R/L Building/Grounds	30,007
545402 - Ins/Admin-Bond/Ins	175,410
546401 - R/M Equipment	6,000
546402 - R/M Vehicles	347,342
546403 - R/M Build/Ground	3,000
546404 - R/M Comm-Equip	1,500
547401 - Contract Print & Binding	1,000
549402 - Fee/Title/Registration	820
549403 - Other/Chg/Obl/Laund	54,700
549404 - Data Processing	15,789
551401 - Office Supply-Misc	5,500
551402 - Office Supply-Office	6,000
551404 - Off Supp/Cln/Janit	20,000
551710 - Debt Interest Expense	14,731
552401 - Oper Supply-Gas/Oil/Lub	133,900
552402 - Oper Supply-Tools	14,500
552403 - Oper Supply-Auto Supply	0
552405 - Oper Supply-Kitch Supply	2,250
552406 - Oper Supply-Instit	203,758
552409 - Oper Supply/Misc	62,000
552410 - Oper Supply-Uniforms	145,264
552412 - Computers less than \$1,000.	7,910
554401 - Books/Pub/Sub	2,179
554402 - Dues/Membership	3,045
554403 - Education/Tuition	51,800
554404 - Training/Misc	2,500
Operating Expenditures	1,476,411
564401 - Mach-Equip/Vehicle	20,000
564402 - Mach-Equip/Equipment	1,700
564404 - Communications	0
564408 - M/E-Computers	0
564421 - Lease/Purchase Equipment	312,460
Capital Outlay	334,160
591001 - Transfer To General Fund	505,051
591401 - OPEB Reserve	112,003
Transfers and Reserves	617,054
Total Expenditure	28,975,372



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-579

Agenda Date: 9/14/2020

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 Interlocal Agreement with the Town of Hillsboro Beach for fire and emergency medical services; authorizing the City Manager to execute the Interlocal Agreement; providing for severability and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Town of Hillsboro Beach (the "Town") presently does not maintain a fire and emergency medical services department with firefighting and emergency medical equipment and personnel. The City of Deerfield Beach (the "City") receives fire and emergency medical services pursuant to a contract with the Broward Sheriff's Office (the "BSO Contract"). Section 163.01, Florida Statutes, authorizes execution of interlocal agreements to provide for aid and assistance, such as fire and emergency medical services. For several years, the City has provided fire and emergency medical services (the "Services") to the Town through an interlocal agreement.

The City, through the BSO Contract, has the capacity to service the Town. In negotiating the BSO Contract, the City specifically provided for the ability to continue to service the Town through the BSO Contract.

Current Activity

The Town and City desire to enter into an interlocal agreement for the City to provide the Services to the Town through the BSO Contract (the "ILA"). City staff has negotiated with the Town an ILA for a term of five years, with compensation to the City for the Services in an annual amount of \$833,020.52, plus a capital contribution of \$41,118 annually beginning in the second year of the ILA.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE TOWN OF HILLSBORO BEACH FOR FIRE AND EMERGENCY MEDICAL SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the Town of Hillsboro Beach (the “Town”) presently does not maintain a fire and emergency medical services department with firefighting and emergency medical equipment and personnel; and

WHEREAS, the City of Deerfield Beach (the “City”) receives fire and emergency medical services pursuant to a contract with the Broward Sheriff's Office (the “BSO Contract”); and

WHEREAS, Section 163.01, Florida Statutes, authorizes execution of interlocal agreements to provide for aid and assistance, such as fire and emergency medical services; and

WHEREAS, for several years, the City has provided fire and emergency medical services (the “Services”) to the Town through an interlocal agreement; and

WHEREAS, the City, through the BSO Contract, has the capacity to service the Town; and

WHEREAS, in negotiating the BSO Contract, the City specifically provided for the ability to continue to service the Town through the BSO Contract; and

WHEREAS, the Town and City desire to enter into an interlocal agreement for a five year term, attached as Exhibit “A,” for the City to provide the Services to the Town through the BSO Contract (the “ILA”); and

WHEREAS, recognizing that the facilities are owned by the City and that the Services from BSO are being paid for by the City, the Town has agreed to compensate the City for these Services in an annual amount of \$833,020.52 plus a capital contribution of \$41,118 annually beginning in the second year of the ILA; and

WHEREAS, City Staff recommends that the City Commission approve and authorize execution of the ILA with the Town, attached as Exhibit “A,” for the provision of the Services to the Town.

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 ILA with the Town, attached as Exhibit “A,” for the provision of the Services to the Town.

Section 3. The City Manager is hereby authorized to execute the ILA with the Town, attached as Exhibit “A,” for the provision of the Services to the Town, 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

**INTERLOCAL SERVICE AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH AND
THE TOWN OF HILLSBORO BEACH**

THIS AGREEMENT (“Agreement”) is entered into on this ____ day of _____, 2020, by and between the CITY OF DEERFIELD BEACH, FLORIDA, a Florida municipal corporation, and the TOWN OF HILLSBORO BEACH, FLORIDA, a Florida municipal corporation.

WITNESSETH

WHEREAS, the Town of Hillsboro Beach presently does not maintain a Fire and Emergency Medical Services Department with firefighting and emergency medical equipment and personnel; and

WHEREAS, for several years, the City of Deerfield Beach has provided Fire and Emergency Medical Services to the Town of Hillsboro Beach through interlocal agreement; and

WHEREAS, the City of Deerfield Beach receives Fire and Emergency Medical Services pursuant to a contract with the Broward Sheriff's Office, which is attached as Exhibit A (the “BSO Contract”); and

WHEREAS, the City of Deerfield Beach, in negotiating the BSO Contract, specifically provided for the ability to continue to service the Town of Hillsboro Beach through the BSO Contract; and

WHEREAS, the parties agree that Deerfield Beach, through the BSO Contract, has the capacity to service Hillsboro Beach; and

WHEREAS, Hillsboro Beach understands that BSO will provide the services described herein from the same facilities which are owned and operated by the City of Deerfield Beach, and through comparable equipment for which the City of Deerfield Beach is responsible to provide and to the same extent provided by the BSO Contract; and

WHEREAS, the Town of Hillsboro Beach is prepared to compensate the City of Deerfield Beach for these services recognizing that the facilities are owned by the City of Deerfield Beach and that the services from BSO are being paid for by the City of Deerfield Beach; and

WHEREAS, in order to protect the health, safety and welfare of all residents of the Town of Hillsboro Beach, it is deemed mutually advantageous to enter into this Agreement, providing for fire and emergency medical services within the municipal boundaries of the Town of Hillsboro Beach by BSO through the BSO Contract from City of Deerfield Beach facilities; and

WHEREAS, Section 163.01, Florida Statutes, authorizes execution of interlocal agreements to provide for such aid and assistance; and

WHEREAS, the Town of Hillsboro Beach acknowledges that it is familiar with the services to be provided under the BSO Contract and the City fire facilities to be used, and finds BSO, through the BSO Contract, to be capable of providing the necessary fire and emergency services to the Town of Hillsboro Beach;

WHEREAS, the City of Deerfield Beach is authorized to make the commitments with regard to BSO as set forth herein;

NOW, THEREFORE, it is hereby agreed by and between the parties hereto, as follows:

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

2. *Fire and Emergency Services.* The City of Deerfield Beach, through and to the extent provided by the BSO Contract, shall provide the following services to the Town of Hillsboro Beach (collectively, the "Fire Services"):

- A. Fire Suppression.
- B. Heavy Rescue and Associated Extrication.
- C. Basic and Advanced Life Support Pre-Hospital Emergency Medical Services, including transportation to medical facilities.
- D. Public Fire Safety Education.
- E. Fire Prevention and Life Safety Inspections in all occupancies other than one and two family residences.
- F. Fire Code and Life Safety plans examination and review for building permits for occupancies and structures other than one and two family dwellings.
- G. Initial Hazardous Materials Incident Response and Scene Control.

3. *Response to Emergency Calls.* In the event BSO is notified by the appropriate officials in the Town of Hillsboro Beach or by the public through the Broward County Consolidated Dispatch System of the existence of a fire or other emergency, including the need for emergency medical services, within the municipal boundaries of the Town of Hillsboro Beach, BSO shall supply such emergency equipment and personnel as are then reasonably available to the City of Deerfield Beach in the same manner as provided to the citizens of Deerfield Beach through the BSO Contract. The final and ultimate determination as to whether a particular notification gives rise to a life threatening or emergency situation shall solely be the policy determination of the BSO personnel operating the fire and emergency facilities in the City of Deerfield Beach under the BSO Contract.

4. *Provision of Services.* This Agreement shall not be construed to impose any obligation, duty or responsibility whatsoever on the City of Deerfield Beach to provide any specific types, kinds or numbers of emergency personnel or apparatus at any fire station of the City of Deerfield Beach, or at any emergency scene with the Town of Hillsboro Beach within a specific time frame. BSO will dispatch and assign the closest, appropriately staffed and available vehicle(s) to emergencies within the Town of Hillsboro Beach. It is acknowledged that all services described herein will be provided by BSO pursuant to the BSO Contract and to the extent provided by the BSO Contract.

5. *Fire Safety Standards and Inspections.* The Town of Hillsboro Beach acknowledges its responsibility under Section 633.025, Florida Statutes, as amended, concerning minimum Fire Safety Standards. The City of Deerfield Beach, through the BSO Contract, will conduct all necessary or mandatory fire safety inspections and inform the Town Management of the Town of Hillsboro Beach of any fire safety matters that require correction. The Town of Hillsboro Beach shall enforce all applicable fire safety standards in a timely manner and shall report the abatement and disposition of the reported violations to the City of Deerfield Beach. The City of Deerfield Beach, through the BSO Contract, will provide all necessary technical assistance to the Town of Hillsboro Beach in order to facilitate this process.

6. *BSO Fire Chief.* The BSO Fire Chief of the City of the Deerfield Beach Fire District (the Fire Chief) shall have full and complete authority through the normal chain of command over the operation of BSO Fire personnel, vehicles and equipment while in the Town of Hillsboro Beach.

7. *No Interference.* The Town of Hillsboro Beach officials, employees and citizens and residents shall not interfere with the direction, management and deployment of the BSO Fire Department, its personnel or equipment at any time during firefighting or other emergency situations.

8. *Complaints and Disputes.* All suggestions or complaints concerning services provided under this Agreement shall be directed in writing to the attention of the Fire Chief with a copy to the City of Deerfield Beach City Manager for proper administrative remedy and/or response, as the case may be. In the event the Town of Hillsboro Beach has a dispute with respect to the City of Deerfield Beach's performance hereunder, the Town of Hillsboro Beach, by its governing body, Mayor, Manager or other appropriate municipal official shall forward a summary of the disputed matter to the Fire Chief. The parties agree to work cooperatively to resolve all disputes arising from this Agreement.

9. *Simultaneous Calls and Emergencies.* The parties further understand and agree that a possibility exists that the BSO district fire personnel or equipment at the Deerfield Beach BSO District may receive simultaneous calls for separate accidents, fires and other public safety problems. In the event of a simultaneous occurrence of emergencies in the City of Deerfield Beach, and the Town of Hillsboro Beach, the judgment of the BSO District Fire Chief of the City of Deerfield Beach, or the senior Fire Department Officer on duty at the time, as to which call should receive first priority response, shall be binding upon the parties hereto and shall control actions of both parties hereto. If BSO cannot respond to a call for assistance from the Town of Hillsboro Beach due to multiple calls and/or alarms in progress the caller from the Town of Hillsboro Beach will be so advised and all reasonable efforts will then be made by BSO to arrange for a suitable response from another agency or jurisdiction cooperating with the City of Deerfield Beach through various mutual aid agreements in effect at the time. The City and the Town shall cooperate in good faith with one another and the BSO district in the coordination of emergency operations.

10. *Fire Hydrants.* The Town of Hillsboro Beach shall inspect annually all fire hydrants within its corporate limits to verify their satisfactory operation and function and agrees to repair or cause to be repaired all hydrants, branch valves, and sectional valves within the municipal water distribution system that could affect fire suppression operations. It is further understood that all fire hydrant threads shall conform with those used by the City of Deerfield Beach, and non-conforming threads, if any, shall be changed without delay at the expense of the Town of Hillsboro Beach. Inoperative fire hydrants, valves, etc. within the municipal distribution system shall be repaired without delay, but in no case later than thirty (30) days following discovery of any deficiency. Fire hydrants which are placed out of service shall be immediately reported to BSO Fire at the City of Deerfield Beach. Immediate notice shall also be given to BSO Fire when said fire hydrants are returned to service.

11. *Road Closures.* The Town of Hillsboro Beach shall report all street and road closures and openings immediately to the Fire Chief or his designee.

12. *Exemptions and Benefits.* All exemptions from ordinance and rules, and all pension, insurance, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents or employees of BSO, when performing their respective functions within the territorial limits of the City of Deerfield Beach, Florida shall apply to them to the same degree, manner and extent while engaged in the performance of any of their functions and duties within the Town of Hillsboro Beach.

13. *Hazardous Materials Incident Control Costs.* In the event certain supplies and consumables, such as chemical absorbents, hazardous materials vapor suppressants, chemical testing agents and hazardous materials recovery containers, are used by BSO in the performance of emergency duties pertaining to hazardous materials incident control in the corporate limits of the Town of Hillsboro Beach, and only if BSO is unable to recover the cost of such expenses and charges the City of Deerfield Beach with such expenses, the Town of Hillsboro Beach shall reimburse the City for such expenses within 30 days of receipt of the supporting documentation.

14. *Chapter 175 Proceeds.* The Town of Hillsboro Beach hereby assigns any and all Chapter 175 insurance proceeds for the Fire Pension Plan to the City and recognizes and agrees that said funds should be due and payable to the City for providing these services to the Town of Hillsboro Beach.

15. *Term.* The initial term of this Agreement is from October 1, 2020 to September 30, 2025. This Agreement may be extended by mutual written agreement of the parties for an additional five year term. The Town may terminate this Agreement upon 12 months prior written notice to the City.

16. *Annual Service Fee; Annual Service Fee Adjustments.*

16.1 *Annual Service Fee.* During the term of this Agreement, the Town of Hillsboro Beach agrees to pay an Annual Service Fee to the City of Deerfield Beach for the service provided for in this Agreement. The Town of Hillsboro Beach shall pay to the City of Deerfield Beach a

base Annual Service Fee of **\$833,020.52** for the fiscal year that runs from October 1, 2020 to September 30, 2021. The first quarterly payment of the Annual Service Fee shall be made fifteen (15) business days after the Agreement has been executed by both parties. Successive payments shall be made to the City quarterly on the first business day of each quarter thereafter (January 1st, April 1st, July 1st, and October 1st).

16.2 The Annual Service Fee is based on the annual fee the City of Deerfield Beach pays to BSO under the BSO Contract for the provision of fire prevention, fire suppression, emergency medical services and related services as provided in the BSO Fire Rescue annual consideration. The payment of the Annual Service Fee and Capital Expenditure Fee in accordance with this Agreement entitles the Town of Hillsboro Beach and its residents access to the previously enumerated fire department services and programs as provided by BSO pursuant to the BSO Contract. Extraordinary events or unusual demands for services requiring personnel and/or equipment to be stationed within the corporate limits of the Town of Hillsboro Beach shall be billed separately by the City of Deerfield Beach to the Town of Hillsboro Beach based on the actual costs to provide these services. It is understood that the Town of Hillsboro Beach residents shall be billed (and the City of Deerfield Beach shall retain the proceeds) for emergency medical services rendered in the Town of Hillsboro Beach in the same manner and at the same rates as City of Deerfield Beach residents.

16.3 *Annual Service Fee Adjustments.* Commencing on October 1, 2021 (the second year of this Agreement), and for each year thereafter, the Annual Service Fee shall be increased by an amount equal to the annual percentage increase of the BSO Contract price paid by the City of Deerfield Beach to BSO. For example, if the BSO Contract price increases by 5% from the prior year, then the Annual Service Fee due from Hillsboro Beach shall be increased by 5% from the prior year Annual Service Fee. The City shall provide the Town of Hillsboro Beach with notice of the Annual Service Fee Adjustment no later than the July 1st prior to the commencement of the next contract year.

17. *Capital Expenditure Fee.* Commencing with the second year of this Agreement that begins on October 1, 2021, and each year thereafter, in addition to the Annual Service Fee, Hillsboro Beach shall pay a Capital Expenditure Fee to Deerfield Beach in the annual amount of \$41,118 as a contribution towards the City's capital costs for facility and apparatus expenditures for Fire Station 75. The Capital Expenditure Fee shall be paid to the City with the first quarterly payment of each fiscal year of this Agreement.

18. *Termination upon BSO Contract Termination.* In the event the BSO Contract between the City of Deerfield Beach and BSO is terminated, this Agreement may be terminated by the City of Deerfield Beach or the Town of Hillsboro Beach upon providing one hundred eighty (180) days' written notice to the other party.

19. *Notices.* All notifications of claims shall be provided in writing to the respective Town Manager and City Manager of the parties hereto. This does not apply to notifications of necessity for supplying of emergency services that are the subject of this Agreement.

20. *Entire Agreement.* This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements either written or oral. This Agreement may only be amended or modified in writing and executed by all parties to this Agreement.

21. *Indemnification/Sovereign Immunity.* To the extent permitted by law, the Town of Hillsboro Beach and the City of Deerfield Beach do hereby agree to defend, indemnify and hold the other harmless for any and all causes of action, liability, judgment, or other costs imposed pursuant to a claim or court proceeding, related to the performance by either party under this Agreement. Nothing herein shall serve to waive either party's sovereign immunity.

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**INTERLOCAL SERVICE AGREEMENT BETWEEN THE CITY OF DEERFIELD
BEACH AND THE TOWN OF HILLSBORO BEACH FOR FIRE PROTECTION,
PREVENTION AND EMERGENCY MEDICAL SERVICES**

IN WITNESS WHEREOF, the parties hereto caused these presents to be signed by their
duly authorized officers on this _____ day of _____, 2020.

CITY OF DEERFIELD BEACH

By: _____
BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

APPROVED AS TO FORM

ANTHONY SOROKA, CITY ATTORNEY

TOWN OF HILLSBORO BEACH

By: _____
DEB TARRANT, MAYOR

ATTEST:

By: _____
SHERRY HENDERSON, TOWN CLERK

APPROVED AS TO FORM:

D.J. DOODY, TOWN ATTORNEY

EXHIBIT “A”
BSO CONTRACT



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-582

Agenda Date: 9/14/2020

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 Interlocal Agreement with Broward County for Coronavirus Aid, Relief, and Economic Security ("CARES") Act Funding; authorizing the Mayor and City Manager to execute the Interlocal Agreement; providing for severability and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

COVID-19, a respiratory illness caused by a virus that spreads rapidly from person to person and may result in serious illness or death, constitutes a clear and present threat to the lives, health, welfare, and safety of the people of the City of Deerfield Beach. On March 1, 2020, Governor DeSantis issued Executive Order 20-51, directing the Florida Department of Health to issue a Public Health Emergency. On March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida due to COVID-19.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security ("CARES") Act was signed into law, providing over \$2 trillion in economic relief to assist with the impact of the COVID-19 pandemic, \$8.3 billion of which was allocated to the State of Florida. Based on its population, Broward County (the "County") qualified for a direct payment allocation and received \$340,744,702 (the "Funds") in funding from the Department of Treasury under the Coronavirus Relief Funds Program, Catalog of Federal Domestic Assistance ("CFDA") No. 21.019.

Current Activity

The City is a subrecipient as defined under 2 CFR 200.93, and has been identified as an eligible local government that has incurred costs due to the COVID-19 public health emergency that is eligible for reimbursement under the Coronavirus Relief Fund Program, CFDA No. 21.019. The County wishes to sub award a portion of the Funds it received from the CARES Act to the City. The City and County desire to enter into an interlocal agreement (the "ILA"), for the subaward of the Funds to the City. The ILA is effective immediately upon execution and terminates on December 30, 2020.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (“CARES”) ACT FUNDING; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, COVID-19, a respiratory illness caused by a virus that spreads rapidly from person to person and may result in serious illness or death, constitutes a clear and present threat to the lives, health, welfare, and safety of the people of the City of Deerfield Beach; and

WHEREAS, on March 1, 2020, Governor DeSantis issued Executive Order 20-51, directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida due to COVID-19; and

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act was signed into law, providing over \$2 trillion in economic relief to assist with the impact of the COVID-19 pandemic, \$8.3 billion of which was allocated to the State of Florida; and

WHEREAS, based on its population, Broward County (the “County”) qualified for a direct payment allocation and received \$340,744,702 (the “Funds”) in funding from the Department of Treasury under the Coronavirus Relief Funds Program, Catalog of Federal Domestic Assistance (“CFDA”) No. 21.019; and

WHEREAS, the City is a sub recipient as defined under 2 CFR 200.93, and has been identified as an eligible local government that has incurred costs due to the COVID-19 public health emergency that is eligible for reimbursement under the Coronavirus Relief Fund Program, CFDA No. 21.019; and

WHEREAS, the County wishes to subaward a portion of the Funds it received from the CARES Act to the City; and

WHEREAS, the City and County desire to enter into an interlocal agreement, attached Exhibit “A” (the “ILA”), for the subaward of the Funds to the City; and

WHEREAS, the ILA is effective immediately upon execution and terminates on December 30, 2020; and

WHEREAS, City Staff recommends that the City Commission approve and authorize execution of the ILA with the County for the sub award of the Funds to the City.

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

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

Section 2. The City Commission hereby approves the ILA with the County for the subaward of the Funds to the City.

Section 3. The Mayor and City Manager are hereby authorized to execute the ILA with the County, attached as Exhibit “A,” for the subaward of the Funds to the City, 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

**SUBAWARD AGREEMENT BETWEEN BROWARD COUNTY
AND THE [REDACTED] FOR CARES ACT FUNDING**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and the [REDACTED], a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security ("CARES") Act was signed into law, providing over \$2 trillion in economic relief to assist with the impact of the COVID-19 pandemic, \$8.3 billion of which was allocated to the State of Florida.

B. Based on its population, County qualified for a direct payment allocation and received \$340,744,702 in funding from the Department of the Treasury under the Coronavirus Relief Funds program, Catalog of Federal Domestic Assistance ("CFDA") No. 21.019.

C. County's municipalities have proposed that the County allocate a portion of the funds it received pursuant to the CARES Act to the County's municipalities and County has agreed to make available a portion of the funds it received from the CARES Act to the County's municipalities based on the CARES for One Broward Funding Plan attached hereto as Exhibit G.

D. County wishes to subaward a portion of the funds it received from the CARES Act to Municipality as provided in this Agreement.

E. Municipality is a sub-recipient as defined under 2 CFR § 200.93; and has been identified as an eligible local government that has incurred costs due to the COVID-19 public health emergency that are eligible for reimbursement under the Coronavirus Relief Fund Program, CFDA No. 21.019.

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

ARTICLE 1. DEFINITIONS

1.1. **Board** means the Board of County Commissioners of Broward County, Florida.

1.2. **CARES Act** means Section 601 of the Social Security Act (42 U.S.C. et seq.), as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-138), and all rules and regulations relating thereto, as amended.

1.3. **CARES Funds** means the funding provided to County pursuant to the CARES Act and which is subject to the restrictions and requirements of the CARES Act.

1.4. **Contract Administrator** means the County Administrator or such other person designated by the County Administrator in writing.

1.5. **Eligible Expenditures** means expenditures that are eligible for reimbursement using CARES Funds, in accordance with the CARES Act as set forth in Exhibit F to this Agreement.

1.6. **Project** means each project, activity, service, procurement, or other expenditure that will be implemented by Municipality as described in Exhibit A to this Agreement.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and fully incorporated herein:

Exhibit A	Schedule of Projects
Exhibit B	Budget
Exhibit C	Project Timelines
Exhibit D	Request for Payment Documentation Requirements
Exhibit E	Federal Provisions
Exhibit F	Eligible Expenditures
Exhibit G	CARES for One Broward Funding Plan

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1. **Term.** The term of this Agreement shall begin on the date it is fully executed by the Parties (“Effective Date”) and shall end on December 30, 2020 (“Initial Term”), unless earlier terminated pursuant to the terms of this Agreement.

3.2. **Fiscal Year.** The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of CARES Funds in accordance with Chapter 129, Florida Statutes.

3.3. **Time of the Essence.** Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality’s performance of its duties, obligations, and responsibilities under this Agreement.

ARTICLE 4. PROJECT

4.1. **CARES Funds.** Municipality shall implement the Projects stated in Exhibit A attached hereto, as may be amended from time to time. Unless otherwise stated in Exhibit A, a Project shall not be eligible for any funding under this Agreement unless all of the Project’s elements are Eligible Expenditures. Municipality certifies that each expenditure for the Project that is funded with CARES Funds is an Eligible Expenditure, and covenants that each such expenditure will at all times be an Eligible Expenditure.

4.2. **Amendments to Projects.** At any time prior to November 1, 2020, Municipality may request modifications to the Schedule of Projects (Exhibit A) and corresponding changes to the

Budget (Exhibit B) and the Project Timelines (Exhibit C), including to add, remove, or modify Project(s) and/or modify the scope, budget, or timeline of Project(s). Municipality shall request any modification to the Schedule of Projects by submitting for County's review a written request to County that includes proposed amended exhibits incorporating the modification requests. Municipality shall provide any supporting documentation reasonably requested by County to facilitate a determination of whether the Projects, as modified, consist of Eligible Expenditures. If County determines that the Projects, as modified, consist of Eligible Expenditures, and the associated modifications to the Budget and the Project Timelines are approved in writing by the County Administrator, the Contract Administrator may approve such amended exhibits by written notice to Municipality and, upon such written notice, such amended exhibits shall be automatically incorporated herein and shall replace the corresponding exhibits. In addition, the Parties may amend this Agreement to incorporate the approved modifications, and the County Administrator is authorized to execute any such amendment on behalf of County.

4.3. Project Timeline. Municipality must comply with the Project Timelines set forth in Exhibit C for each Project, which Project Timelines shall not extend past the deadline for expenditures stated in Section 5.5. If Municipality fails to meet any of the deadlines for a Project set forth in Exhibit C by thirty (30) days or more, upon written notice by the Contract Administrator and effective as of the date of such written notice, the Project will become ineligible for CARES Funds under this Agreement, the Project shall be deemed to be automatically removed from this Agreement without the need for a formal amendment, and County shall have no further obligation to fund the Project. The County Administrator is authorized to reallocate the CARES Funds to other Projects or to other purposes including to other County projects or to projects by other municipalities, as determined in the sole discretion of the County Administrator. The County Administrator's authority to remove and reallocate CARES Funds pursuant to this Section 4.3 shall be in addition to County's right to reallocate CARES Funds pursuant to Section 5.5.

4.4. Monitoring and Reporting. County will carry out periodic subrecipient monitoring and evaluation activities as determined necessary in County's sole discretion or as required by Uniform Grant Guidance, 2 CFR §§ 200.330 through 332. County has the right to conduct a full review of any or all Projects at any time. County's evaluation of a Project may include, but not be limited to, compliance with the terms of this Agreement and comparisons of planned versus actual progress relating to the Project's scheduled expenditures. Upon County's request, Municipality shall promptly furnish to County such records and information requested by County related to a Project. Municipality shall meet with County at reasonable times and with reasonable notice to discuss the Projects.

4.5. Unaudited and Final Financial Reports. On or before January 1, 2021, Municipality must submit a financial report identifying all CARES Funds received under this Agreement ("Unaudited Financial Report"). The Unaudited Financial Report shall contain sufficient information for County to determine if the expenditures conform to this Agreement and are eligible for funding under the CARES Act. The Unaudited Financial Report must include appropriate footnote disclosures in support of the financial information items presented, including disclosure of any

issue of noncompliance with this Agreement or applicable law. Unless Municipality is required to complete an audit under 2 C.F.R. Part 200, on or before July 1, 2021, Municipality must submit an audited financial report identifying all CARES Funds received under this Agreement (“Final Report”). The Final Report must be audited and certified by an independent CPA, at Municipality’s expense, and include an opinion as to whether the financial information in the report is presented in accordance with Generally Accepted Accounting Principles. The audit shall contain sufficient information for County to determine if the expenditures conform to this Agreement and are eligible for funding under the CARES Act. The Final Report must include appropriate footnote disclosures in support of the financial information items presented, including disclosure of any issue of noncompliance with this Agreement or applicable law.

ARTICLE 5. FUNDING AND METHOD OF PAYMENT; PROVISIONS RELATING TO THE USE OF CARES ACT FUNDS

5.1. Maximum Funds Payable. The maximum amount payable to Municipality under this Agreement is the Total CARES Funds amount stated in the Budget (Exhibit B). All financial obligations of County under this Agreement are subject to the availability of CARES Funds, as more specifically described herein. No County funds other than CARES Funds shall be due or payable to Municipality under this Agreement.

[BSO Municipalities ONLY: County recognizes that Municipality contracts with the Broward Sheriff’s Office (BSO) for fire rescue and/or law enforcement services and Municipality’s allocation of CARES Funds for Personal Protective Equipment (“PPE”) as proposed in the CARES for One Broward Funding Plan, attached as Exhibit G, is based on the total Municipality FTEs, which includes sworn and certified full time employees for fire rescue and/or law enforcement services, all or a portion of whom are employed by BSO. Municipality has requested and County has agreed to designate a portion of Municipality’s allocation of CARES Funds for PPE expenses related to total sworn or certified BSO full time employees in the amount listed for the BSO PPE Allocation amount in the Budget (Exhibit B). The BSO PPE Allocation shall be made available by County to BSO for reimbursement for PPE previously purchased or for future purchases of PPE.]

5.2. Invoicing.

5.2.1. Monthly Expenditures. No later than ten (10) calendar days after the end of each month during the Term (except the month of December), Municipality shall request payment from County for all Eligible Expenditures in accordance with Exhibit B that were incurred by Municipality during the prior month by furnishing to County a request for payment in the form approved by the Contract Administrator and supporting documentation as provided in Exhibit D (collectively, “Request for Payment”), including a certification by the chief administrative officer and the chief financial officer of Municipality, or such other persons designated by Municipality with authority to act in similar capacities, that all funds received and utilized to date under this Agreement were utilized only for Eligible Expenditures. Following receipt of a Request for Payment, County shall review the Request for Payment to determine whether the Request for Payment

complies with the terms of this Agreement. If a Request for Payment includes subcontractor expenses, whether paid by Municipality on a “lump sum” or other basis, such expenses must be included in the Request for Payment with no markup and stated in the actual amount paid by Municipality. County may, in its discretion, deny a Request for Payment to Municipality if Municipality fails to comply with this section or provide any of the documentation set forth in Exhibit D.

5.2.2. Expenditures Prior to the Effective Date. For Eligible Expenditures incurred prior to the Effective Date, Municipality shall submit a Request for Payment no later than ten (10) calendar days after the Effective Date.

5.2.3. Expenditures During the Month of December. For any Eligible Expenditures incurred during the month of December 2020, Municipality shall submit a Request for Payment no later than December 10, 2020.

5.3. Payment; Deadline to Request Payment. If Municipality is in compliance with the terms of this Agreement, including the procedures for Requests for Payment set forth in this article, County shall reimburse Municipality (subject to all terms and conditions of this Agreement) in accordance with Exhibit B for Project expenses that are determined by County to be Eligible Expenditures, unless a suspension of payment as provided for in Section 5.6 has occurred. Municipality shall not be entitled to reimbursement for any Requests for Payment received by County after December 10, 2020.

5.4. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to ensure utilization of CARES Funds in accordance with this Agreement, applicable law, and the CARES Act. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of this Agreement; County shall promptly pay the amount withheld to Municipality when Municipality’s noncompliance is cured to the reasonable satisfaction of Contract Administrator, provided that at such time Municipality is in full compliance with all other material terms and conditions of the Agreement.

5.5. Deadline for Expenditures. Municipality shall not submit Requests for Payment, and shall not be reimbursed, for any expenditures incurred after December 10, 2020. If after December 10, 2020, any CARES Funds allocated to Municipality under this Agreement have not been previously requested by Municipality pursuant to a Request for Payment (“Remaining Funds”), County shall be relieved of any further financial obligation to Municipality for the Remaining Funds and the County Administrator may reallocate the Remaining Funds to another municipality or Eligible Expenditure (including eligible expenditures by County).

5.6. Suspension of Payment. County may suspend payment, in whole or in part, to Municipality under this Agreement upon the occurrence of any of the following events:

(a) ineligible use by Municipality of CARES Funds under this Agreement or the CARES Act; (b) Municipality's failure to comply with terms of this Agreement; (c) failure to submit reports as required by this Agreement; (d) submission of incorrect or incomplete reports or Requests for Payment in any material respect; or (e) Municipality's failure to comply with the indemnification obligations under this Agreement. If County elects to suspend payment to Municipality pursuant to this section, County shall provide written notice to Municipality specifying the actions that must be taken by Municipality as a condition precedent to resumption of payments and specifying a reasonable date by which Municipality must take such actions. If County determines that the specified actions were taken by Municipality by the date set forth in the notice, County shall resume payments under this Agreement.

5.7. Recoupment. Municipality shall be required to repay to County any CARES Funds determined by County, in County's reasonable discretion, to be ineligible for reimbursement under the CARES Act, or determined by the U.S. Department of Treasury to be ineligible use(s) of CARES Funds. Municipality shall also be required to repay to County (a) any CARES Funds overpaid to Municipality by County; (b) any CARES Funds expended by Municipality, or any of its subcontractors, in violation of this Agreement; or (c) any CARES Funds County is required to refund that were paid to Municipality under this Agreement or proceeds from or interest on such amounts, including proceeds from sales or disposals of assets purchased by Municipality using CARES Funds and interest received by Municipality on CARES Funds held in interest-bearing accounts, if applicable. Municipality shall repay any amounts required to be repaid to County under this Agreement from nonfederal sources within thirty (30) days after written notice is provided by County. If such amounts are not timely repaid, County may, in its sole discretion, withhold payment on any pending or subsequent Requests for Payment by Municipality, or offset Municipality's obligation to repay County under this Agreement by applying it as a credit against any other funds (except ad valorem tax revenues derived from the Municipality's voter-approved debt service millage) owed by County to Municipality under this or any other agreement or any other payment obligation. Municipality agrees that the repayment obligations under this section shall apply regardless of whether CARES Funds were believed or determined by County to be eligible for reimbursement to Municipality prior to the occurrence of the event triggering the repayment obligation hereunder. Municipality waives any present or future defense, counterclaim, or setoff, regardless of the basis, known or unknown, that Municipality may have to any action by County in enforcing the repayment obligation set forth in this section.

5.8. Security. In addition to County's rights under this Agreement, and notwithstanding any distribution requirement otherwise provided in Florida law, the Florida Administrative Code, the Florida Department of Revenue's rules and procedures, or any other law, rule, regulation or procedure, if Municipality fails to repay County as required in Section 5.7, Municipality authorizes County to withhold from any revenues, including taxes (except ad valorem tax revenues derived from the Municipality's voter-approved debt service millage) and fees, that County collects on behalf of Municipality an amount equal to the amount owed by Municipality, which shall be held in a separate account as security until Municipality repays to County all sums owed pursuant to this Agreement.

ARTICLE 6. MUNICIPALITY COVENANTS

6.1. CARES Funds Eligibility Criteria. Municipality acknowledges and agrees that the CARES Act provides that CARES Funds may only be utilized to cover expenses that (a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (b) were not accounted for in Municipality's budget most recently approved as of March 27, 2020; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. Municipality further acknowledges and agrees that CARES Funds may not be used to fill shortfalls in government revenue or to cover expenditures that would not otherwise qualify as eligible expenses under the CARES Act. Municipality warrants and represents that Municipality will only request, receive, or accept CARES Funds under this Agreement for Eligible Expenditures that comply with all of these requirements and limitations and all requirements and limitations of the CARES Act, including as such may be amended.

6.2. Use of CARES Funds. Municipality represents and agrees that the funding provided by County to Municipality under this Agreement will be utilized by Municipality only for the Projects, each of which is an Eligible Expenditure as permitted under the CARES Act, as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B and the Project Timelines set forth in Exhibit C.

6.3. Proceeds. Municipality shall not sell or otherwise dispose of any assets acquired using CARES Funds in exchange for compensation (monetary or in-kind). If Municipality sells or otherwise disposes of any assets acquired using CARES Funds in exchange for compensation of any kind prior to December 30, 2020, Municipality shall transfer the proceeds from any such sale or disposal, if any, to County, or pay County the cash equivalent of the in-kind value, promptly, but no later than fifteen (15) business days after receipt by Municipality of such proceeds.

6.4. Grants or Loans. Any refund or repayment of a grant or loan, in whole or in part, made by Municipality to any recipient or borrower using CARES Funds must be transferred to County promptly, but no later than fifteen (15) business days after receipt by Municipality of the repayment from the recipient or borrower of the grant or loan.

6.5. Interest. If any CARES Funds are prepaid directly to Municipality, any interest earned or other investment proceeds received by Municipality on such CARES Funds, including by deposit in an interest bearing account, shall be used only for Eligible Expenditures for the Projects, and if unspent on December 30, 2020, must be transferred by Municipality to County promptly, but no later than fifteen (15) business days after receipt by Municipality of the interest or proceeds.

6.6. No Independent Funding Obligation. Municipality acknowledges and agrees that County is not obligated by the CARES Act or any other law, rule, or regulation to provide any CARES Funds to Municipality, that County voluntarily has elected to distribute a portion of CARES Funds to Municipality, and that County's obligation to provide CARES Funds to Municipality shall be limited to the CARES Funds as set forth in Exhibit B and subject to the terms and conditions of this Agreement.

ARTICLE 7. INDEMNIFICATION

To the extent authorized by Section 768.28, Florida Statutes, Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. AUDITING

8.1. Audit Rights. In addition to the federal audit requirements of Section 8.4, County shall have the right to audit the books, records, and accounts of Municipality and any subcontractors (collectively, "Audited Entities") providing goods or services for which funding or reimbursement is sought under this Agreement (the "Contract Records"). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this Agreement may include, but are not limited to, on-site visits by County staff, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

8.2. Retention of Records. Audited Entities shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make same available in written form at no cost to County.

Contract Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance relating to the Projects. Contract Records

include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance relating to the Projects of any of the Audited Entities.

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Projects or this Agreement for at least five (5) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). The Projects and all expenditures relating to the Projects shall be subject to County's review, critique, and analysis for the duration of the Project.

8.3. Audit Results. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made by Municipality to County within thirty (30) days after presentation of County's findings to Municipality.

8.4. Audit Requirements. Municipality shall comply with the requirements, standards, and the applicable provisions set forth in the Single Audit Act (31 U.S.C. Sections 7501-7507) and the related provisions of 2 C.F.R. Part 200 (Uniform Guidance), including 2 C.F.R. Part 200.303, 2 C.F.R. Part 200.330 through 332, and Subpart F, Audit Requirements. Municipality shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, Section 215.97, Florida Statutes, applicable Rules of the Department of Financial Services, and Chapters 10.550 (local government entities) or Chapter 10.650 (nonprofit and for profit organizations), Rules of the Auditor General, State of Florida, as applicable. Copies of the reporting package required under 2 C.F.R. Part 200 must be filed with County the earlier of thirty (30) calendar days after receipt of the Auditor's Report(s), or nine (9) months after the end of the audit period. All CARES Funds provided by County must be shown via explicit disclosure in Municipality's annual financial statements or the accompanying notes to the financial statements.

8.5. Municipality shall comply with all requirements of the U.S. Department of Treasury Office of Inspector General, including the requirement to register with SAM.gov.

ARTICLE 9. TERMINATION

9.1. County's obligations under this Agreement are subject to the availability of CARES Funds. If CARES Funds become unavailable, County may terminate this Agreement upon written notice to Municipality no less than three (3) days prior to the effective termination date stated in the

notice. This Agreement may also be terminated by the Board upon fifteen (15) days' prior written notice to Municipality if the Board determines that the emergency circumstances of the COVID-19 crisis require that the CARES Funds be otherwise allocated. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

9.2. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach.

9.3. This Agreement may be terminated for cause by County for reasons including, but not limited to any of the following:

9.3.1. Repeated submission by Municipality (whether negligent or intentional) for payment of false or incorrect Requests for Payment;

9.3.2. Fraud, misrepresentation, or material misstatement in the performance of this Agreement by Municipality or its subcontractor(s);

9.3.3. Municipality's failure to comply with applicable federal, state, or local law or regulations; or

9.3.4. Municipality's utilization of the CARES Funds provided under this Agreement in a manner that violates applicable law, the CARES Act, or for uses or purposes other than the Projects.

9.4. This Agreement may be terminated for convenience by either Party, which termination date shall be not less than thirty (30) days after the date of such written notice.

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

9.6. If this Agreement is terminated for any reason, County may, in County's reasonable discretion, reimburse Municipality upon receipt of a Request for Payment in accordance with the terms of this Agreement for documented and committed Eligible Expenditures related to a Project incurred by Municipality prior to the date of Municipality's receipt of the written notice of termination. For purposes of this Agreement, documented and committed Eligible Expenditures related to a Project means any verifiable expense that has already been incurred by Municipality and cannot be recovered, including, but not limited to a purchase order for payment of materials and supplies, executed by Municipality or subcontractor on Municipality's behalf, for a Project under this Agreement. Notwithstanding the above, Municipality shall not expend, or commit to expend, any funds for Eligible Expenditures related to a Project after written notice of termination is provided by Municipality to County or received by Municipality

from County. Any payment by County pursuant to this section is subject to all applicable provisions of this Agreement, including the sections surviving termination of this Agreement as set forth in Section 11.22. In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity, all such remedies being cumulative.

ARTICLE 10. INSURANCE

10.1. Municipality is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

10.2. Upon request by County, Municipality must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If Municipality holds any excess liability coverage, Municipality must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

10.3. If Municipality maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and noncontributory basis. County's insurance requirements shall apply to Municipality's self-insurance.

10.4. If Municipality contracts with a subcontractor to provide any of the services for a Project, Municipality shall require that each subcontractor procure and maintain insurance coverage that adequately covers each subcontractor's exposure based on the services provided by that subcontractor. Municipality must ensure that all such subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. Municipality shall not permit any subcontractor to provide services for a Project until the insurance requirements of the subcontractor under this section are met. If requested by County, Municipality shall furnish evidence of insurance of all such subcontractors.

10.5. County reserves the right, but not the responsibility, to periodically review any and all insurance policies.

ARTICLE 11. MISCELLANEOUS

11.1. Nondiscrimination. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Municipality shall include the foregoing or similar language in its contracts with subcontractors for goods or services that constitute Eligible Expenditures.

11.2. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of this

Agreement. Any determination by the Contract Administrator that this Agreement authorizes the Contract Administrator to make shall be binding on the Parties. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement.

11.3. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of County, Municipality shall, in accordance with applicable law, respond to any request for public records received by County relating to the Project. Any other public records request shall be responded to by the receiving party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Municipality must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality. Municipality shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.4. Independent Contractor. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or between County and any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

11.5. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or Municipality, nor shall anything included herein be construed as consent by County or Municipality to be sued by third parties in any matter arising out of this Agreement. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes.

11.6. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that

there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.7. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County
Attn: County Administrator
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: bhenry@broward.org

With a copy to:

Broward County
Attn: County Attorney
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: ameyers@broward.org and aashton@broward.org

FOR MUNICIPALITY:

[REDACTED]
[REDACTED]
[REDACTED]

Email address: [REDACTED]

11.8. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section (unless County subsequently consents thereto in writing) shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.9. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's or Municipality's failure to enforce any provision of this Agreement shall not be deemed a waiver

of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.10. Compliance with Laws. Municipality must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. Municipality hereby accepts and shall comply with the additional terms for federally funded contracts set forth in Exhibit E, to the extent applicable, and shall include such applicable federal provisions in any contracts with Subcontractors.

11.11. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, that execution of this Agreement is within each Party's legal powers, and that each individual executing this Agreement is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

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

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

11.14. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. To be effective, any approval under this Agreement made by or on behalf of County must be in writing.

11.15. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect unless otherwise expressly stated herein.

11.16. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.17. Amendments. Except as expressly authorized herein, no modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Municipality.

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

11.19. Payable Interest

11.19.1. Payment of Interest. County shall not be liable to pay any interest to Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Municipality waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

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

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

11.21. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and 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.

11.22. Survivability. Notwithstanding any expiration or termination of this Agreement, the following provisions shall survive expiration and termination: Section 4.5 (Final Financial Report); Section 5.5 (Deadline for Expenditures); Section 5.7 (Recoupment); Section 5.8 (Security); Article 6 (Municipality Covenants); Article 7 (Indemnification); Article 8 (Auditing); Section 11.3 (Public Records); Section 11.5 (Sovereign Immunity); Section 11.6 (Third-Party Beneficiaries); Section 11.16 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.19 (Payable Interest); and this Section 11.22 (Survivability).

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the _____ day of _____, 20____, and Municipality, signing by and through its _____ duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

_____ day of _____, 20____

(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 _____
Alicia C. Lobeiras
Assistant County Attorney

By _____
Annika E. Ashton
Deputy County Attorney (Date)

Draft Municipal CARES ILA
08/08/2020
#524671v13
RDH/AEA/ACL

**SUBAWARD AGREEMENT BETWEEN BROWARD COUNTY
AND THE FOR CARES ACT FUNDING**

MUNICIPALITY

ATTEST:

CITY OF _____

CITY CLERK

By: _____
CITY MAYOR

Print Name

____ day of _____, 20____

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

City Attorney

**EXHIBIT A
SCHEDULE OF PROJECTS**

DRAFT

**EXHIBIT B
BUDGET**

Total CARES Funds: \$ [_____]

[BUDGET DETAILS]

DRAFT

**EXHIBIT C
PROJECT TIMELINES**

DRAFT

EXHIBIT D
REQUEST FOR PAYMENT DOCUMENTATION REQUIREMENTS

Required Documentation

Municipality shall submit the documentation itemized below (“Required Documentation”) with each invoice for CARES Funds.

Required Documentation includes:

1. Completed Request for Payment in the form approved by the Contract Administrator;
2. A certification in accordance with Section 5.2 that all funds received and utilized to date under this Agreement were utilized only for Eligible Expenditures;
3. A certification from Municipality’s administrator or the administrator’s authorized representative that the work, services, or activities, or materials being invoiced have been received or completed;
4. Documentation of costs associated with any Municipality personnel providing any services for the Project, if applicable;
5. An executed copy of each subcontractor contract authorizing work, services, or activities to be performed for the Project, if applicable and not previously submitted to County;
6. A certified copy of the purchase order or other Municipality document authorizing the work, services, activities, or materials for which Municipality is invoicing;
7. A copy of all subcontractor invoices for the Project indicating the work, services, or activities rendered or materials purchased and the dates for same, certified by Municipality’s administrator or manager of the Project, as applicable;
8. Any additional documentation required by any additional provision of Federal Law; and
9. Any additional documentation that may be reasonably requested by Contract Administrator.

EXHIBIT E
FEDERAL PROVISIONS

1. Municipality shall comply with the following Federal provisions, if applicable, and shall include such applicable Federal provisions in Clerk's contracts with Subcontractors, including all applicable provisions set forth in 2 C.F.R. Appendix II to Part 200:

a. Municipality agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

b. Municipality shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

c. Municipality agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C until the termination or expiration of this Agreement. Municipality further agrees to include a provision requiring such compliance in its lower tier covered transactions relating to this Agreement. Municipality affirms and verifies that neither Municipality, nor any of its principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905), are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

d. The foregoing subsections are material representations of fact relied upon by County. If it is later determined that Municipality did not comply with 2 C.F.R. Part 180, subpart C or 2 C.F.R. Part 3000, subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including, but not limited to suspension and/or debarment.

e. Municipality shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Among other things, Municipality shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recover materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2. By execution of this Agreement, Municipality certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a

member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. Municipality shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Municipality certifies or affirms the truthfulness and accuracy of each statement of the foregoing certification and disclosure, if any. In addition, Municipality understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

EXHIBIT F
SCHEDULE OF ELIGIBLE EXPENDITURES

A. Categories of Eligible Expenditures:

1. Medical expenses such as:

- a) COVID-19-related expenses of public hospitals, clinics, and similar facilities.
- b) Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
- c) Costs of providing COVID-19 testing, including serological testing.
- d) Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
- e) Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.

2. Public health expenses such as:

- a) Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
- b) Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
- c) Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
- d) Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
- e) Expenses for public safety measures undertaken in response to COVID-19.
- f) Expenses for quarantining individuals.

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - a) Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - b) Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - c) Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - d) Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - e) COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - f) Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - a) Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - b) Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - c) Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the CARES Act eligibility criteria.

EXHIBIT G
CARES For One Broward Funding Plan

DRAFT



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-561

Agenda Date: 9/14/2020

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Presentation by Sustainable Management providing update on Siemens project progress.

Background/History

On August 6, 2019, City Commission authorized execution of Guaranteed Energy, Water and Wastewater Performance Savings Agreement with Siemens Industry Inc. (Siemens), for energy performance contracting services. This contract is comprised of several Facility Improvement Measures (FIM), including lighting upgrades, HVAC upgrades, building automation installation, solar etc.

The contract was set for a 14-month construction period, which concludes on October 6, 2020.

Due to a variety of challenges including COVID-19, some of the project FIMs have experienced delays and will not be completed by October 6th.

This presentation will provide a brief update on completed FIMs, delayed FIMs, updated anticipated completion schedules, preliminary savings and related information.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-526

Agenda Date: 9/14/2020

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 City Commission regular meeting schedule for FY 2020/2021; 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 purpose of this agenda item is to request commission approval to adopt the regular city commission meeting schedule for Fiscal Year 2020/2021.

The November 3, 2020 meeting has been rescheduled to November 10, 2020 due to Election Day.

Additionally, in recognition of Rosh Hashanah, which begins on Monday, September 6, 2021 at sunset and ends on September 8, 2021, staff recommends changing the meeting to Thursday, September 9, 2021. Additionally, Monday, September 6, 2021 is Labor Day.

All of these changes have been notated on the FY21 schedule.

Recommendation

Approval of resolution.

RESOLUTION NO. 2020/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, ADOPTING THE CITY COMMISSION
REGULAR MEETING SCHEDULE FOR FY 2020/2021; PROVIDING FOR
AN EFFECTIVE DATE**

WHEREAS, City staff recommends that Regular City Commission Meetings not be scheduled for November 3, 2020 and September 7, 2021, which fall on the first Tuesday of the month but conflict with Election Day and the observance of Rosh Hashanah respectively; and

WHEREAS, the City Commission desires to adopt the schedule for Regular City Commission Meetings for Fiscal Year 2020/2021, attached as Exhibit "A"; and

**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 Regular City Commission Meeting Schedule for Fiscal Year 2020/2021, attached as Exhibit "A".

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



FY21 City Commission Meeting Calendar

Tuesday, October 6, 2020

Tuesday, October 20, 2020

Wednesday, November 4, 2020 *(Due to Elections)*

Tuesday, December 1, 2020

Tuesday, January 5, 2021

Tuesday, January 19, 2021

Tuesday, February 2, 2021

Tuesday, February 16, 2021

Tuesday, March 2, 2021

Tuesday, March 16, 2021

Tuesday, April 6, 2021

Tuesday, April 20, 2021

Tuesday, May 4, 2021

Tuesday, May 18, 2021

Tuesday, June 1, 2021

Tuesday, June 15, 2021

Tuesday, July 20, 2021

Tuesday, August 3, 2021

Tuesday, August 17, 2021

Thursday, September 9, 2021*

Tuesday, September 21, 2021*

Tuesday, October 5, 2021

*subject to change based on budget hearing scheduling requirements

** Rosh Hashana 9/7-9/8

***Election Day November 3, 2020



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-563

Agenda Date: 9/14/2020

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 parks and recreation schedule of fees and charges; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Section 50-1 of the City Code provides that the Parks and Recreation Department's schedule of fees and charges for the use of City recreation buildings and facilities (the "Existing Fee Schedule") may be amended by the City Commission by resolution.

In December 2017, the Department of Parks and Recreation (the "Department") presented to the City Commission an amended fee schedule setting forth the schedule of fees and charges for the use of City recreation buildings and facilities, as well as equipment.

Current Activity

Every few years the Department looks at its existing fee schedule in comparison to other surrounding cities to determine if updates need to be made to the current fee schedule to remain competitive. Additionally, the Department looks at how well City facilities are booking with the current fee schedule in place.

Further, facility upgrades have been made to existing facilities that required staff to revise current fees based on the new amenities the locations have to offer.

Below are highlights of the revisions in the attached amended fee schedule:

- Pier programming/entry: changes to the non-resident daily sightseers as well as the resident annual/6 month/monthly sightseer passes.
- Special event application: changes to the fee structure.
- Show mobile rental: changes to the non-profit rental rate.
- Trolley rental: removed as the City no longer owns/operates.
- Special event rental equipment: revised equipment rental costs for residents and non-residents.

- Facility rentals: revised rental costs among the majority of the facilities. Addition of the Sullivan Park Pavilion, the Kirk Cottrell Pavilion, and the International Fishing Pier.
- Athletic field rentals: revised rental costs.
- Security deposits: revised security deposits.

The revised items are highlighted in yellow in the attached Exhibit.

Recommendation

Staff recommends the approval of the revised amended fee schedule.

RESOLUTION NO. 2020/

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE
AMENDED PARKS AND RECREATION SCHEDULE OF
FEES AND CHARGES; PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, Section 50-1 of the City Code provides that the Parks and Recreation Department's schedule of fees and charges for the use of City recreation buildings and facilities (the "Existing Fee Schedule") may be amended by the City Commission by resolution; and

WHEREAS, the Parks and Recreation Department (the "Department") staff has evaluated the Existing Fee Schedule in order to recommend appropriate revisions for the City Commission to review and approve; and

WHEREAS, the Department reviewed the Existing Fee Schedule in comparison to other surrounding cities to determine if updates need to be made to the Fee Schedule to remain competitive; and

WHEREAS, the proposed amended fee schedule, attached as Exhibit "A" (the "Amended Fee Schedule"), will put the City's fees and charges on par with the fees and charges of surrounding municipalities with comparable facilities and services; and

WHEREAS, the Amended Fee Schedule provides revisions to the following fees: pier programming/entry, special event application, show mobile rental, special event rental equipment, facility rentals, athletic field rentals, and security deposits; and

WHEREAS, the Amended Fee Schedule, attached Exhibit "A," is reasonable; and

WHEREAS, the City Commission deems it to be in the best interests of the City to adopt the Amended Fee Schedule, attached as Exhibit "A."

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

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

Section 2. The City Commission hereby adopts the Amended Fee Schedule, attached as Exhibit "A." Any fees that were a part of Ordinance 2007/036, as amended, which have not been modified by the attached Exhibit "A" shall remain in full force and effect.

Section 3. 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



Administration Offices Program Fees - FY 20	Proposed Resident	Current Resident	Proposed Non Resident	Current Non-Resident	Non-Profit	Current Non-Profit
Pioneer Park Boat Ramp						
Trailer Parking Fee	\$1 per hour or \$100 annual decal	\$1 per hour or \$100 annual decal	\$1 per hour or \$100 annual decal	\$1 per hour or \$100 annual decal		N/A
Pier Program Fees						
Daily Fishing	\$4	\$4	\$4	\$4		N/A
Daily Sightseers	\$1	\$1	\$2	\$1		N/A
Annual Fishing	\$500	\$500	\$550	\$550		N/A
Annual Sightseers	\$75	\$200	\$225	\$225		N/A
6 Month Fishing	\$300	\$300	\$375	\$375		N/A
6 Month Sightseers	\$100	\$100	\$150	\$150		N/A
Monthly Fishing	\$50	\$50	\$75	\$75		N/A
Monthly Sightseers	\$15	\$15	\$25	\$25		N/A
Pier Parking Lot	\$3 per hour	\$3 per hour	\$3 per hour	\$3 per hour		N/A
Special Events Application Fee						
Application received 60 days or more prior to event	\$50	\$50	\$50	\$50	\$0	\$0
Application received 30-59 days prior to event	\$75	\$100	\$100	\$100	\$20	\$0
Application received less than 30 days prior to event	\$100	\$150	\$150	\$150	\$40	\$0
Application received less than 8-14 days prior to event - NEW	\$125				\$60	
Application received less than 1-7 days prior to event - NEW	\$150				\$80	
Showmobile						
Showmobile	\$750/day	\$750/day	\$750/day	\$750/day	\$250/day	\$500/day
Showmobile Staff	\$110/hour	\$110/hour	\$110/hour	\$110/hour	\$110/hour	\$110/hour
Showmobile Refundable Deposit	\$250	\$250	\$250	\$250	\$250	\$250
Trolley Rental						
Minimum (2 hour rental)	\$150/hour	\$150/hour	\$150/hour	\$150/hour	\$50/hour	\$150/hour
Additional Hours	\$150/hour	\$150/hour	\$150/hour	\$150/hour	\$100/hour	\$150/hour



Refundable Deposit	\$250	\$250-	\$250	\$250-	\$250	\$250-
Special Event Rental Equipment						
Tables	\$5	\$7	\$7	\$7	\$5	N/A
Chairs	\$1	\$1	\$2	\$1	\$1	N/A
Coolers	\$10	\$10	\$15	\$10	\$5	N/A
Glow Bug Lights	\$93	\$93	\$100	\$93	\$93	N/A
Portable Bleachers - NEW	\$100		\$120		\$50	
Staffing for bleachers - NEW	\$600		\$600		\$600	
Barricades	\$3	\$4	\$5	\$4	\$3	N/A
10x10 Tents	\$20	\$20	\$30	\$20	\$10	N/A
20x40 Tent - NEW	\$80		\$100		\$80	
Trash Containers	\$1	\$5	\$5	\$5	\$1	N/A
Traffic Cones	\$1	\$1	\$2	\$1	\$1	N/A
Equipment Refundable Deposit - NEW	\$150	\$0	\$200	\$0	\$150	N/A

Non-profits must show proof on non-profit status to receive non-profit rates.

Facility Rentals - FY 20	Proposed Resident	Current Resident	Proposed Non Resident	Current Non-Resident	Non-Profit	Current Non-Profit
Oveta McKeithen Recreational Complex						
Weekends (to include Friday evenings)	\$200*	\$250.00*	\$400*	\$500.00*	\$25 (per hr)	\$25 (1 Hr)****
Weekday Meeting/Training Rentals (per 1 hour) - NEW	\$25	\$25	\$50	\$50	\$25	\$25
Weekday HOA (1 hour) - NEW	\$20		Resident Only			N/A
Medium Pavilion (Day)	\$0	\$150	\$300	\$300	\$0	N/A
Small Pavilion (Day)	\$0	\$100	\$200	\$200	\$0	N/A
Gymnasium (1 hour)	\$125	\$125	\$125	\$250		N/A
Constitution Park						
Weekends (to include Friday evenings)	\$200*	\$250*	400*	\$500*	\$25 (per hr)	\$25 (1 Hr)****
Weekday Meeting/Training Rentals (per 1 hour) - NEW	\$25	\$25	\$50	\$50	\$25	\$25
Weekday HOA (1 hour) - NEW	\$20	\$20	Resident Only	N/A		N/A
Small Pavilion (Day)	\$75	\$100	\$150	\$200	\$75	N/A
Arboretum Wedding - Grassy Area	\$300	\$300	\$450	\$600		N/A
West Deerfield Community Center						
Weekends (to include Friday evenings)	\$150*	\$200*	\$300*	\$400*	\$25 (per hr)	N/A
Weekday Meeting/Training Rentals (per 1 hour)	\$25	\$25	\$50	\$50	\$25	\$20
Weekday HOA (1 hour)	\$20	\$20	Resident Only	N/A		N/A
Highlands Community Center						
Weekends (to include Friday evenings)	\$200*	\$200*	\$400*	\$400*	\$25 (per hr)	N/A
Weekday Meeting/Training Rentals (per 1 hour)	\$25	\$25	\$50	\$50	\$25	\$20
Weekday HOA (1 hour)	\$20	\$20	Resident Only	N/A		N/A
Small Pavilion (Day)	\$0	\$100	\$200	\$200	\$0	N/A
Hillsboro Community Center						
Weekends (to include Friday evenings)	\$250*	\$200*	\$500*	\$400*	\$250*	N/A
Weekday Meeting/Training Rentals (per 1 hour)	\$50	\$25	\$75	\$50	\$25	\$20
Weekday HOA (1 hour)	\$20	\$20	Resident Only	N/A		N/A
Mayo Howard Park						
Pavilion (Day)	\$150	\$150	\$300	\$300		N/A

Johnnie McKeithen Park						
Large Pavilion (Day)	\$150	\$200	\$300	\$400		N/A
Small Pavilion (Day)	\$50	\$100	\$100	\$200		N/A
Sullivan Park						
Pavilion - NEW	\$150*	\$0	\$300*	\$0		N/A
Security Deposit Sullivan Park - NEW	\$250		\$250		\$250	N/A
Pioneer Park						
Small Pavilion (Day)	\$75	\$100	\$150	\$200		N/A
Villages of Hillsboro Park						
Medium Pavilion (Day)	\$150	\$150	\$250	\$200		N/A
Small Pavilion (Day)	\$100	\$100	\$200	\$200		N/A
Beach Wedding						
9th St, 10th St, & Grassy Area	\$300	\$300	\$450	\$600		N/A
Beach Wedding Security Deposit	\$250	\$250	\$250	\$250		N/A
Observation Deck						
Deck	\$400	\$400	\$600	\$600		N/A
Security Deposit	\$250	\$200	\$250	\$200		N/A
Kirk Cottrell Pavilion- NEW						
Pavilion	\$250*		\$500*			N/A
Security Deposit	\$250		\$250			
International Fishing Pier - NEW						
Pier	\$10,000**		\$10,000**			N/A
Security Deposit	\$2,500		\$2,500			
Security Deposits						
Security Deposits- Room/Building Rental	\$250	\$150	\$250	\$150	\$250	N/A
Security Deposit - Pavilions	\$75	\$75	\$75	\$75	\$75	N/A
Athletic Fields***						
Football/Soccer Field (2 hours, no lights)		\$100		\$200		N/A



Football/Soccer Field (2 hours, with lights)		\$150		\$300		N/A
Baseball/Softball Field (2 hours, no lights)		\$50		\$100		N/A
Baseball/Softball Field (2 hours, with lights)		\$100		\$200		N/A
Multipurpose Field (1 hour, no lights) - NEW	\$25		\$35			
Multipurpose Field (1 hour, with lights) - NEW	\$40		\$50			
Baseball/Softball Field (1 hour, no lights) - NEW	\$25		\$35			
Baseball/Softball Field (1 hour, with lights) - NEW	\$40		\$50			
Field Lining						
Baseball/Softball Field (per lining)	\$40	\$50	\$40	\$50		N/A
Football,Soccer,Rugby,Lacrosse Field (per lining)	\$200	\$200	\$200	\$200		N/A
Sand Volleyball Courts***						
No lights (1 hour per court)	\$10	\$10	\$15	\$20		N/A
With lights (1 hour per court)	\$13	\$13	\$20	\$26		N/A

*4 Hour Rentals (Friday, 6p-10p; Saturday & Sunday, 8a-12p, 1p-5p, 6p-10p)

**Complete closure of the pier from 6am - 11pm. Includes staff and pressure cleaning of the pier. No more than once per quarter or every two months?

***Reserved play

**** Weekdays Only

All Rentals require a refundable security damage deposit

NO REFUNDS on rental fees. Patron has the opportunity to reschedule their rental

Non-profits must show proof on non-profit status to receive non-profit rates.

Aquatic Facility Program - FY 20	Proposed Resident	Current Resident	Proposed Non Resident	Current Non-Resident	Non-Profit	Current Non-Profit
Admission-Senior (55 years old & up)	\$2	\$2	\$3	\$3		N/A
Admission-Adult	\$3	\$3	\$4	\$4		N/A
Admission-Child (17 years old & under)	\$2	\$2	\$3	\$3		N/A
10 visit pass	\$20	\$20	\$25	\$25		N/A
3 month membership-Senior (55 years old & up)	\$45	\$45	\$56	\$56		N/A
3 month membership-Adult	\$65	\$65	\$81	\$81		N/A
3 month membership-Child (17 years old & under)	\$45	\$45	\$56	\$56		N/A
3 month membership-Family of 2	\$110	\$110	\$138	\$138		N/A
3 month membership-Additional family members	\$25	\$25	\$31	\$31		N/A
Annual membership-Senior (55 years old & up)	\$100	\$100	\$125	\$125		N/A
Annual membership-Adult	\$150	\$150	\$188	\$188		N/A
Annual membership-Child (17 years old & under)	\$100	\$100	\$125	\$125		N/A
Annual membership-family of 2	\$225	\$225	\$281	\$281		N/A
Additional family members	\$75	\$75	\$94	\$94		N/A
Chaperone (Not swimming)	\$1	\$1	\$1	\$1		N/A
College rental (per swimmer)	All are Non-Residents	All are Non-Residents	\$4	\$4/swim/day		N/A
Pool party/Group Swim rental (3 hours)- during hours of operation*	\$125	\$125	\$250	\$250		N/A
Additional hour - during hours of operation*	\$50	\$50	\$75	\$75		N/A
Trash deposit (for parties or group swim, refundable)	\$50	\$50	\$50	\$50		N/A
Specialty Private Rentals (per 4 hour blocks)	\$175	\$175/hour	\$175	\$175/hour		N/A
Rental-1 Instructor, 1 Student (Needs to supply insurance)	\$20	\$20/hour	\$40	\$40/hour		N/A
Rental- Each Additional Student	\$10	\$10/hour	\$10	\$10/hour		N/A

*Hours of Operation are Monday-Friday 8am-8pm, Saturday & Sunday 9:30am-4:30pm

All fees reflect tax included

Non-profits must show proof on non-profit status to receive non-profit rates.



Tennis Center - FY 20

	Proposed Resident	Current Resident	Proposed Non Resident	Current Non-Resident	Non-Profit	Current Non-Profit
Annual Individual Permit	\$150	\$150	\$300	\$300		N/A
Annual Family Permit*	\$200	\$200	\$400	\$400		N/A
Annual Junior Permit**	\$50	\$50	\$100	\$100		N/A
Semi-Annual Individual Permit (Nov 1st thru Apr 30th)	\$80	\$80	\$160	\$160		N/A
Semi-Annual Family Permit (Nov 1st thru Apr 30th)*	\$115	\$115	\$230	\$130		N/A
**Semi-Annual Junior Permit (Nov 1st thru Apr 30th)	\$35	\$35	\$70	\$70		N/A
Adult Court Fee	\$5	\$5	\$10	\$10		N/A
Junior Court Fee**	\$3	\$3	\$6	\$5		N/A

* Valid for all members of a single household

** 17 year olds & under

Non-profits must show proof on non-profit status to receive non-profit rates.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-569

Agenda Date: 9/14/2020

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 Evaluation Committee's ranking of proposals pursuant to Request for Proposals #20-34-PC for Design-Build Construction for Center for Active Aging (Rebid); authorizing the City Manager to commence contract negotiations with Seawood Builders, LLC, the top ranked firm; providing for severability and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City is utilizing the design-build construction delivery method for the Center of Active Aging redevelopment (the "Project"), whereby the City contracts with a single contractor ultimately responsible for the design and construction of a project. The procurement of design-build services is governed by Section 287.055, Fla. Stat. (the "CCNA"), and the City of Deerfield Code of Ordinances Section 38-144.

Pursuant to Request for Qualifications #2016-17/51 city staff selected WZA as the most highly qualified to perform the required design criteria services for the Project. On May 15, 2018, the City Commission approved a work authorization for WZA to prepare a design-criteria package for the Project to be utilized in the scope of work set forth in the solicitation documents for the procurement of the design-build contractor (the "Design Criteria Package").

The first project solicitation consisted of a two-step process. The City issued Request for Qualifications #2018-19/06 for Design Build Services for the Center of Active Aging (the "RFQ") and on June 4, 2019, the City Commission approved the Ranking and Recommendation in the following order: Seawood Builders, LLC ("Seawood"), Di Pompeo Construction Corporation ("Di Pompeo"), and West Construction, Inc. ("West") (collectively, the "Pre-Qualified Firms"). In the second step of this first solicitation, the City issued Request for Proposals #20-02-PC for Design-Build Construction for the Center of Active Aging (the "RFP"). Following the initial ranking, the evaluation committee was unanimous in their decision to make a recommendation to the City Commission to approve the rankings and award a contract to Seawood, the top ranked proposer. Due to irregularities in the disclosure affidavit pursuant to City of Deerfield Beach Ethics Ordinance, at the May 5, 2020 regular commission meeting the City Commission determined to reject all proposals and resolicit proposals for the project.

Current Activity

The Purchasing and Contract Administration Division reissued a Request for Proposals for Design-Build Construction for the Center for Active Aging (Rebid), RFP #20-34-PC on May 12, 2020 in compliance with the formal competitive solicitation procurement requirements of the City of Deerfield Beach procurement requirements. The RFP was advertised in the legal notices section of the Sun-Sentinel and notice was also sent to four hundred and six (406) prospective Offerors via the e-Procurement Marketplace. Forty-Nine (49) vendors viewed the documents of the RFP. On May 20, 2020, at 9:00 a.m. to 4:00 p.m. EST, a Mandatory Site Visit and Examination was held. Thirty-one (31) Potential Offerors attended. A Mandatory Pre-Proposal Conference followed on June 3, 2020, at 2:00 p.m. EST. Due to COVID-19 Pandemic, this meeting was held virtual via Zoom. Twenty-six (26) Potential Offerors attended. Only those Potential Offerors who attended the Mandatory Site Visit and Pre-Proposal Conference were eligible to submit a Proposal for this RFP.

On July 14, 2020, at 11:00 a.m. EST, the Purchasing and Contract Administration Division closed and unsealed nine (9) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the RFP requirements. Each evaluation committee member independently reviewed and scored the responses for all nine (9) Proposers in accordance with the weighted criteria stated in the RFP responses prior to the initial public evaluation committee meeting held on Wednesday, August 5, 2020, at 10:00 a.m. EST. The Evaluation Committee consisted of: Priscilla Cygielnik, Assistant Director of Engineering and Operations; Steven Zielnicki, Capital Projects Engineer; Eric Powers, Director of Planning and Development Services; Donna DeFronzo, Director Department of Active Aging; Kris Mory, Director of Economic Development. The proposals were evaluated based on the following weighted criteria: Guaranteed Maximum Price (30%); Design-Build experience of the Design-Build Team and resumes of team's personnel (15%); Design and Construction Approach & Process (15%); Project Schedule and Phasing (10%); Design-Build firm's background, qualifications, credentials, and in-house expertise, factoring in the proposed project team's current workload (10%); Financial and bonding capacity for projects in excess of \$15,000,000 (10%); Technical Capabilities and Experience to include Green Building Practices, include examples of experience in South Florida under the Florida Building Code (5%); and Previous experience working with the same Design-Build Team members proposed for this project, including proposed subconsultants and subcontractors (5%).

The scoring for the lowest Guarantee Maximum Price (GMP) was based on the total lowest proposed Guarantee Maximum Price. The Proposer providing the lowest GMP to the City received the maximum score of 60 points, and the remaining Proposers received a weighted percentage of the maximum score. Two (2) Proposers, Di Pompeo Construction Corporation and The Morganti Group, Inc. provided evidence for meeting the Disadvantage Business Enterprise Program stated in the RFP documents. As required per City Ordinance Section 38-142, the evaluation scores for Di Pompeo Construction Corporation and The Morganti Group, Inc. were adjusted upward by five percent (5%).

Following the rankings, a motion was made to recommend the approval of the rankings to City Commission with Seawood Builders, LLC as the first ranked Proposer. The final vote by the Evaluation Committee was in favor of the recommendation (4 to 1). The one (1) vote not in favor was recommending Oral Presentations from the top three (3) ranked Proposers. Reference checks were conducted on Seawood Builders, LLC, and resulted in positive ratings.

Recommendation

Approve the Rankings and authorize the City Manager to conduct negotiations with the top ranked firm, Seawood Builders, LLC.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE EVALUATION COMMITTEE'S RANKING OF PROPOSALS PURSUANT TO REQUEST FOR PROPOSALS #20-34-PC FOR DESIGN-BUILD CONSTRUCTION FOR CENTER FOR ACTIVE AGING (REBID); AUTHORIZING THE CITY MANAGER TO COMMENCE CONTRACT NEGOTIATIONS WITH SEAWOOD BUILDERS, LLC, THE TOP RANKED FIRM; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City is utilizing the design-build construction delivery method for the Center of Active Aging redevelopment (the "Project"), whereby the City contracts with a single contractor ultimately responsible for the design and construction of a project; and

WHEREAS, the procurement of design-build services is governed by Section 287.055, Fla. Stat. (the "CCNA"), and the City of Deerfield Beach Code of Ordinances Section 38-144; and

WHEREAS, pursuant to Request for Qualifications #2016-17/51 and Section 287.055, Fla. Stat., the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering consulting services on an as needed basis, including a continuing contract with Walters Zackria Associates, PLLC ("WZA"), dated January 26, 2018 (the "Continuing Contract"); and

WHEREAS, City staff reviewed the qualifications of the City's pool of continuing contractors and conducted discussions with at least three firms regarding the capital projects to be funded with the bonds for the Project, and after considering their qualifications and the discussions, determined that WZA is the most highly qualified to perform the required design criteria package services for the Project; and

WHEREAS, on May 15, 2018, the City Commission approved a work authorization for the design of the criteria services for the Project, authorizing WZA to prepare a design-criteria package for the Project to be utilized in the scope of work set forth in the solicitation documents for the procurement of the design-build contractor (the "Design Criteria Package"); and

WHEREAS, on May 12, 2020, the City issued Request for Proposals #20-34-PC for Design Build Construction for the Center for Active Aging (rebid) (the "RFP"), utilizing the Design Criteria Package prepared by WZA; and

WHEREAS, on May 12, 2020, the RFP was advertised in the Sun-Sentinel and the notice was also sent to 406 prospective firms via the e-procurement marketplace; and

WHEREAS, on May 20, 2020, a mandatory site visit and examination was held and 31 firms attended; and

WHEREAS, on June 3, 2020, a mandatory pre-proposal conference was held virtually via Zoom and 26 firms were in attendance; and

WHEREAS, on July 14, 2020 at 11:00 a.m., the RFP due date and time, the Purchasing and Contract Administration Division unsealed nine proposals, and reviewed the proposals to ensure they met the RFP requirements; and

WHEREAS, the evaluation committee independently reviewed and scored the nine responsive and responsible proposals in accordance with the weighted criteria stated in the RFP prior to the evaluation committee meeting; and

WHEREAS, the evaluation committee meeting was held on August 5, 2020 to score the proposals based on the weighted criteria stated in the RFP; and

WHEREAS, following the initial ranking, the evaluation committee voted to make a recommendation to the City Commission to approve the rankings of the nine firms, with Seawood Builders, LLC (“Seawood”) as the top ranked firm, Synalovski Romanik Saye, LLC (“Synalovski”) ranked second and Gulf Building, LLC (“Gulf”) ranked third (collectively, the “Rankings”); and

WHEREAS, the evaluation committee recommends that the City Commission approve the Rankings and authorize contract negotiations with the top ranked firm, Seawood, for design-build services for the Center of Active Aging.

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 Evaluation Committee’s Rankings of Proposals received in response to the RFP for design-build construction services for the Center of Active Aging.

Section 3. The City Manager is hereby authorized to enter contract negotiations with the top ranked firm, Seawood, for design-build construction services for the Center of Active Aging. If the City Manager is unable to negotiate a satisfactory contract with the top ranked firm, the City Manager is authorized to undertake negotiations with the second ranked firm (Synalovski), and if those negotiations are unsuccessful, the City Manager is authorized to undertake negotiations with the third ranked firm (Gulf).

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



Memorandum

TO: Tom Good, Assistant City Manager

FROM: Paul Collette, Buyer

THRU: Ivelsa Guzman, Purchasing Manager

DATE: August 18, 2020

RE: **Design-Build Construction for Center for Active Aging (Rebid), RFP #20-34-PC**

The Purchasing and Contract Administration Division issued a Request for Proposals for Design-Build Construction for the Center for Active Aging (Rebid), RFP #20-34-PC. This formal competitive solicitation complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On May 12, 2020, the RFP was advertised in the legal notices section of the Sun-Sentinel. The notice was also sent to four hundred and six (406) prospective Offerors via the e-Procurement Marketplace.
- Forty-Nine (49) vendors viewed the documents of the RFP.
- On May 20, 2020, at 9:00 a.m. to 4:00 p.m. EST, a Mandatory Site Visit and Examination was held. Due to COVID-19, the site visits followed all CDC guidelines. Thirty-one (31) Potential Offerors attended.
- On May 28, 2020 at 9:00 a.m. to 4:00 p.m. EST, a Non-Mandatory follow-up Site Visit and Examination was held. No Potential Offerors attended.
- On June 3, 2020, at 2:00 p.m. EST, a Mandatory Pre-Proposal Conference was held. Due to COVID-19 Pandemic, this meeting was held virtual via Zoom. Twenty-six (26) Potential Offerors attended. Only those Potential Offerors who attended the Mandatory Site Visit and Examination were eligible to submit a Proposal for this RFP.
- Three (3) Addendums were issued to make changes, additions, and deletions to the RFP documents.
- On July 14, 2020, at 11:00 a.m. EST, the Purchasing and Contract Administration Division closed and unsealed nine (9) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the RFP requirements.

- Six (6) Offerors submitted No Bids. Broward County Concrete due to: they do not provide this type of work; C & I Construction & Design, Inc. due to: they were not interested in providing this type of work; Caulfield & Wheeler, Inc. due to: they do not provide these services; Jovil Roofing Corp due to: they are not able to submit a response at this time; Kaufman Lynn Construction due to: they are currently focusing on other projects; United Professional Engineering (Giglio Group) due to: they are no bidding on the project at this time.
- Each evaluation committee member independently reviewed and scored the responses for all nine (9) Proposers in accordance with the weighted criteria stated in the RFP responses prior to the initial public evaluation committee meeting held on Wednesday, August 5, 2020, at 10:00 a.m. EST. The Evaluation Committee consisted of: Priscilla Cygielnik, Assistant Director of Engineering and Operations; Steven Zielnicki, Capital Projects Engineer; Eric Powers, Director of Planning and Development Services; Donna DeFronzo, Director Department of Active Aging; Kris Mory, Director of Economic Development.
- The proposals were evaluated based on the following weighted criteria:

<u>Criteria</u>	<u>Weight</u>
Guaranteed Maximum Price (includes Bid Line Items 1 thru 22).	6
Design-Build experience of the Design-Build Team and resumes of team's personnel, including assigned project managers experience in planning, design and constructing major governmental or private sector projects of the same size, complexity, and budget as the proposed Design-Build Services for the Center for Active Aging facility, including proposed subconsultants and subcontractors.	3
Design and Construction Approach & Process.	3
Project Schedule and Phasing.	2
Design-Build firm's background, qualifications, credentials, and in-house expertise, factoring in the proposed project team's current workload.	2
Financial and bonding capacity for projects in excess of \$15,000,000.	2
Technical Capabilities and Experience to include Green Building Practices, include examples of experience in South Florida under the Florida Building Code.	1
Previous experience working with the same Design-Build Team members proposed for this project, including proposed subconsultants and subcontractors.	1

- The scoring for the lowest Guarantee Maximum Price (GMP) was based on the total lowest proposed Guarantee Maximum Price (includes Bid Line Items 1 thru 22). The Proposer providing the lowest GMP to the City received the maximum score of 60 points. Points were appointed to the other Proposers based on the following formula:

$$\text{Score} = \left(1 - \frac{\text{Proposed GMP} - \text{Lowest GMP}}{\text{Lowest GMP}}\right) * 60$$

Examples from RFP: Lowest GMP

Proposed Price 1: \$11,000,000 (Lowest GMP)

Proposed Price 2: \$12,200,000 (Second Lowest GMP)

Proposed Price 3: \$13,500,000 (Third Lowest GMP)

Proposal 1, being the lowest proposed price, would achieve the highest score of 60 points.

Proposal 2, would achieve a score of 53.45 points, calculated as follows:

$$\left(1 - \frac{\$12,200,000 - \$11,000,000}{\$11,000,000}\right) * 60 = 53.45$$

Proposal 3, being the highest proposed price, would achieve the lowest score of 46.36 points.

$$\left(1 - \frac{\$13,500,000 - \$11,000,000}{\$11,000,000}\right) * 60 = 46.36$$

- The proposals were ranked as follows:

Ranking	Priscilla Cygielnik	Steven Zielnicki	Eric Power	Donna DeFronzo	Kris Mory	Total	Ranking
Seawood Builders, LLC	189.34 / 1	164.34 / 3	161.34 / 4	161.34 / 1	180.34 / 1	10	1
Synalovski Romanik Saye, LLC	180.95 / 3	182.95 / 1	165.95 / 2	127.95 / 5	179.95 / 2	13	2
Gulf Building, LLC	183.35 / 2	168.35 / 2	163.35 / 3	131.35 / 2	157.35 / 5	14	3
Di Pompeo Construction Corporation	172.704 / 5	155.904 / 4	189.504 / 1	129.654 / 3	128.604 / 9	22	4
The Morganti Group, Inc.	174.111 / 4	145.761 / 5	149.961 / 7	128.961 / 4	168.861 / 3	23	5
West Construction, Inc.	160.34 / 6	126.34 / 7	146.34 / 8	127.34 / 6	158.34 / 4	31	6
Sisca Construction Services, LLC	152.64 / 8	129.64 / 6	154.64 / 5	101.64 / 8	153.64 / 6	33	7
MDS Builders	154.52 / 7	117.52 / 8	130.52 / 9	113.52 / 7	146.52 / 7	38	8
Critical Path Services	124 / 9	99 / 9	150 / 6	91 / 9	131 / 8	41	9

- Two (2) Proposers, Di Pompeo Construction Corporation and The Morganti Group, Inc. provided evidence for meeting the Disadvantage Business Enterprise Program stated in the RFP documents.
- As required per City Ordinance Section 38-142, the evaluation scores for Di Pompeo Construction Corporation and The Morganti Group, Inc. were adjusted upward by five percent (5%). The adjusted evaluation scores are reflected in the ranking chart above.
- After Committee Members Discussion of the Proposals, their independent review scores were not changed.
- Following the rankings, Kris Mory made a motion to recommend the approval of the rankings to City Commission with the first ranked Proposer Seawood Builders, LLC. This motion was second by Priscilla Cygielnik. The final vote by the Evaluation Committee was in favor of the recommendation (4 to 1). The one (1) vote not in favor was recommending Oral Presentations from the top three (3) ranked Proposers.
- Reference checks were conducted on Seawood Builders, LLC, and revealed positive ratings.
- Documentation related to this solicitation may be obtained by emailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, Seawood Builders, LLC, is the first ranked Proposer. Therefore, the Evaluation Committee is recommending approval of the ranking with Seawood Builders, LLC, as the first ranked Proposer.

Please use this memorandum and all attachments as your backup to the City Manager for the next available City Commission Meeting.

Att. Tabulation Sheets, Tabulation Summary, Bid Summary, Recommended Proposer's Submittal, Vendor References – Check List, Scope of Work, Ethics Code Disclosure – Seawood Builders, LLC

c: Priscilla Cygielnik, Assistant Director of Engineering & Operations

SECTION VI – SCOPE OF WORK

1. Background

- a. The City of Deerfield Beach is a dynamic coastal community of more than 79,000 residents located in Broward County, Florida, just south of the Palm Beach County line.
- b. The City of Deerfield Beach is seeking responses specifically from experience and qualified firms to provide design-build services for the design and construction of a new Center for Active Aging facility based on the design-build criteria package prepared by the City's Design Criteria Professional, Walters Zackria Associates, PLLC.

2. General Project Description

- a. The City of Deerfield Beach intends to build a new building to primarily house a Center for Active Aging, with ancillary uses on approximately 3.91-acre site located at 225 and 325 NW 2 Avenue, Deerfield Beach, FL 33441, hereinafter referred to as the "PROJECT."
- b. The proposed Center for Active Aging facility encompasses a single-story building generally comprised of a general public lobby serving the following: an Adult Day Services Center with Activity Lounge and support spaces; a Senior Services Center with large Multi-purpose rooms, Creative Activity Rooms, a Health and Wellness Room, and support spaces; an office suite for the Department of Active Aging; an office suite for the Community Development Department; appropriate spaces for mechanical and electrical rooms; computer room; storage rooms; and general support spaces such as a staff Break room, visitor and staff restrooms, and a small coffee shop, etc. Additionally, the site will include a separate facility for Childcare/Daycare for pre-school aged children.
- c. The overall Center for Active Aging square footage is approximately 22,000 square feet of enclosed space. In addition, the project has approximately 4,500 square feet of covered patios and vehicle drop-off areas.
- d. The City has a stated goal of encouraging the inclusion of sustainable design concepts and components in City projects. Hence, the City intends for the new Center for Active Aging building and site to be designed and constructed with USGBC LEED green-building strategies incorporated into the project or approved alternate. LEED certification will not be required.
- e. Activities at the Center for Active Aging shall remain in operations during construction and phased demolition and construction plan shall be required. The demolition and construction plan will be provided in the design criteria package.

3. Scope of Work for the Project

- a. The scope of work shall include the project description given above based on the Design-Build Criteria Package (refer to Exhibit I – CAA Design Criteria Package) prepared by the City's Design Criteria Professional, Walters Zackria Associates, PLLC.
- b. The City has entered into a contract with Siemens Industry, Inc. (Siemens) as their preferred Building Systems vendor. The Design Criteria Professional has incorporated into this Design Criteria package various system requirements from Siemens.

The Design/Builder shall coordinate the design and construction with Siemens for all Building Control Systems, including but not limited to mechanical equipment and enhanced mechanical efficiencies, mechanical controls, lighting controls, building automation, access control systems, etc., and shall incorporate their requirements into the final built product. Refer to Exhibit III – Siemens Defined Terms for Design-Build Firms in the RFP documents for Siemens' proposed Scope of Work.

- c. Proposers must be licensed to perform all nature of services within the category and have extensive experience with the design-build method of construction, as well as have considerable experience developing design and construction projects of similar complexity, size, and scope within South Florida area.

Event Number	20-34-PC Addendum 3	Organization	City of Deerfield Beach
Event Title	Design-Build Construction for Center for Active Aging (Rebid)	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is seeking responses from qualifie	Event Owner	Paul Collette
Event Type	RFP	Email	pcollette@deerfield-beach.com
Issue Date	5/12/2020 07:36:28 PM (ET)	Phone	(954) 480-4418
Close Date	7/14/2020 11:00:01 AM (ET)	Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Critical Path Services	Miami	FL	7/14/2020 09:59:33 AM (ET)	22	\$10,110,493.09
Synalovski Romanik Saye, LLC	Fort Lauderdale	FL	7/14/2020 09:08:51 AM (ET)	22	\$10,456,149.32
Gulf Building LLC	Fort Lauderdale	FL	7/14/2020 10:24:04 AM (ET)	22	\$11,062,532.00
West Construction Inc.	Lantana	FL	7/14/2020 10:28:55 AM (ET)	22	\$11,232,668.00
Di Pompeo Construction Corporation	Pompano Beach	FL	7/14/2020 10:47:05 AM (ET)	22	\$11,377,000.00
Sisca Construction Services, LLC	West Palm Beach	FL	7/14/2020 10:57:03 AM (ET)	22	\$11,518,834.00
Seawood Builders, LLC	Deerfield Beach	FL	7/14/2020 08:36:37 AM (ET)	22	\$11,570,283.32
The Morganti Group, Inc.	West Palm Beach	FL	7/13/2020 06:59:10 PM (ET)	22	\$11,994,400.00
MDS Builders	Boca Raton	FL	7/14/2020 09:49:47 AM (ET)	22	\$12,887,909.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-589

Agenda Date: 9/14/2020

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 October 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. On August 17, 2020, the City Commission adopted a Resolution extending the State of Local Emergency in the City through September 17, 2020.

Current Activity

The City Commission's most recent extension of the State of Local Emergency is set to expire on

September 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 October 17, 2020. Due to the evolving nature of the COVID-19 emergency, continued CDC recommendations regarding social distancing and large gatherings, and the continued phased reopening of businesses, establishments and amenities, a further extension of the Local State of Emergency until October 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 OCTOBER 17, 2020;
AUTHORIZING THE CITY MANAGER TO TAKE APPROPRIATE
ACTIONS; PROVIDING AN EFFECTIVE DATE**

WHEREAS, Novel Coronavirus Disease 2019 (“COVID-19”) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida due to COVID-19; and

WHEREAS, Section 30-28 of the City of Deerfield Beach Code of Ordinances (the “City Code”) empowers the Mayor to declare a state of local emergency by executive order if the Mayor finds that an emergency, as defined in Section 252.34, Fla. Stat., has occurred in the City or that the threat thereof is imminent; and

WHEREAS, Section 252.34(4), Fla. Stat., defines an “emergency” to mean “any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property”; and

WHEREAS, COVID-19 poses an imminent threat that may result in substantial injury or harm to the population; and

WHEREAS, to reduce the spread of COVID-19, the United States Centers for Disease Control and Prevention (“CDC”) and the Florida State Department of Health recommend implementation of community mitigation strategies to increase containment of the virus, including cancellation of large gatherings and social distancing of at least six (6) feet between persons in smaller gatherings; and

WHEREAS, on March 13, 2020, the Mayor issued an Executive Order declaring a State of Local Emergency in the City of Deerfield Beach (the “State of Local Emergency”); and

WHEREAS, pursuant to Section 30-28 of the City Code, the maximum period of any state of local emergency declared by the Mayor shall be 7 days, but the City Commission may extend the state of local emergency for additional periods of up to 30 days each; and

WHEREAS, on March 17, 2020, the City Commission extended the State of Local Emergency until April 17, 2020; and

WHEREAS, on March 27, 2020, the City Manager issued Emergency Order 2020-04, announcing a Safer at Home order for City residents; and

WHEREAS, on March 30, 2020, Governor DeSantis issued Executive Order 20-89, which ordered that Broward, Palm Beach, Miami-Dade and Monroe County restrict public access and facilities deemed non-essential pursuant to the Guidelines of Miami-Dade County Emergency Order 07-20, as amended; and

WHEREAS, the City is aware of confirmed cases of COVID-19 within its jurisdictional boundaries, the confirmed cases within Broward County continue to increase daily, and the United States has more total reported confirmed cases than any other country; and

WHEREAS, the City Manager has issued Emergency Orders to deal with the emergency and mitigate the harm posed by COVID-19 as referenced therein and as further described in County, State, and Federal declarations concerning COVID-19; and

WHEREAS, on 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 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; 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, 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, 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 8, 2020, Broward County issued Emergency Order 20-21, a comprehensive order clarifying previous Emergency Orders, closing certain establishments and imposing additional requirements for establishments that fail to comply with the guidelines in the Emergency Order; and

WHEREAS, on August 17, 2020, the City Commission adopted a Resolution extending the State of Local Emergency in the City through September 17, 2020; and

WHEREAS, on August 21, 2020, Broward County issued Emergency Order 20-24, extending the hours for on premises dining at restaurants and food establishments to 11 p.m., removing the requirement that vacation rentals have onsite management or security in order to operate, and prohibiting consumption of alcoholic beverages in publicly accessible areas between the hours of 11 p.m. and 5 a.m.; 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 October 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 October 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. 2020-441

Agenda Date: 9/14/2020

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 Agreement with CALE America, Inc. for parking revenue collection services; waiving the City's competitive selection requirements to authorize the City to enter into an Agreement with CALE America, Inc. for parking revenue collection services for a three-year term with two one-year renewals in an annual amount not to exceed \$46,248.00; providing for an effective date. (Funds from Account #001-3008-545-6043 - Other Machinery & Equipment/Capital Outlay)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: 16,920/yr for 5 years

Account Name: 001-3008-545-3106

Account Number: Service to maintain equipment

Costs: 29,328/yr for 5 years

Account Name: 001-3008-545-3412

Account Number: Web Hosting

Background/History

In 2012, the City issued Request for Proposal #2012-13/24, for a Citywide Parking Revenue Collection & Enforcement System. CALE America, Inc. ("CALE") responded to the RFP and was awarded the RFP and resulting agreement to provide, install, and manage the multi-space parking meters required for a comprehensive pay-by-plate revenue collection system as well as the license plate recognition enforcement technology, for a total amount of \$409,000 (the "Original Agreement"), which was funded from the 2006 Bond Funds & Parking Deviation Fund.

The term of the Original Agreement was for three years, which commenced after delivery and City's acceptance of the system on February 20, 2015, with three additional one year renewal options. The Original Agreement is set to expire on February 19, 2021, with no more renewal options.

Current Activity

By the time the Original Agreement with CALE expires, the City will have 47 active multi-space parking meters in addition to the Way-to-Park mobile app. CALE has demonstrated to be a reliable

partner in the City's efforts to provide a user-friendly experience for all those who visit the City and utilize the City's parking services.

City staff believes it is in the best interest of the City to waive the competitive selection process and enter into a new agreement with CALE for a three year term, with two one-year renewals in an annual amount not to exceed \$46,248.00, to ensure stability and the absence of disruption (the "Agreement").

Recommendation

Staff recommends approval of the Resolution waiving the competitive selection requirements and authorizing the City to enter into the Agreement with CALE.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AGREEMENT WITH CALE AMERICA, INC. FOR PARKING REVENUE COLLECTION SERVICES; WAIVING THE CITY'S COMPETITIVE SELECTION REQUIREMENTS TO AUTHORIZE THE CITY TO ENTER INTO AN AGREEMENT WITH CALE AMERICA, INC. FOR PARKING REVENUE COLLECTION SERVICES FOR A THREE-YEAR TERM WITH TWO ONE-YEAR RENEWALS IN AN ANNUAL AMOUNT NOT TO EXCEED \$46,248.00; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in 2012, the City issue Request for Proposals #2012-12/13 for a Citywide Parking Revenue Collection and Enforcement System (the "RFP"); and

WHEREAS, CALE America, Inc. ("CALE") was awarded the RFP and agreement in the amount of \$409,000, to provide, install, and manage the multi-space parking meters required for a comprehensive pay-by-plate revenue collection system, as well as the license plate recognition enforcement technology system (the "Original Agreement"); and

WHEREAS, the Original Agreement was for a three year term, which commenced after delivery and City's acceptance of the system on February 20, 2015, with three additional one year renewal options, and is set to expire on February 19, 2021 with no more renewal options; and

WHEREAS, the City has 47 multi-space parking meters in addition to the Way-to-Park mobile app; and

WHEREAS, pursuant to Section 38-118 of the City Code, the City Commission may waive the City's competitive selection requirements when 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, given CALE's familiarity with the City's operations and reliability as a partner with the City to provide user-friendly experiences for those using the City's parking services, staff recommends a waiver of the City's competitive selection requirements to enter into an agreement with CALE for parking revenue collection; and

WHEREAS, City staff has negotiated an agreement with CALE for a three year term, with two one-year renewals (the "Agreement"), for parking revenue collection services (the "Services") in an annual amount not to exceed \$46,248.00; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Agreement and waive the competitive selection requirements of the City and authorize the City to enter into the Agreement with CALE, attached as Exhibit "A," for the

Services in an annual amount not to exceed \$46,248.00.

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 waives the competitive selection requirements of the City Code with respect to the Agreement, and finds that said waiver will not inure to the financial disadvantage of the City.

Section 3. The City Commission hereby approves the Agreement with CALE, attached as Exhibit “A,” for the Services in an annual amount not to exceed \$46,248.00.

Section 4. The City Manager is hereby authorized to execute the Agreement with CALE, attached as Exhibit “A,” for the Services in an annual amount not to exceed \$46,248.00, together with such non-substantial changes as deemed appropriate by the City Manager and approved by the City Attorney.

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



City of Deerfield Beach

FLOWBIRD Services and
Level II Support Agreement
[10/1/2020]

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1. PARTIES TO AGREEMENT / PERIOD OF PERFORMANCE

- 1.1 This Agreement, dated as of [October 1, 2020], is made by and between Cale America Inc. dba Flowbird ("Flowbird") a corporation organized and existing under the laws of the State of Delaware, with offices at 13190 56th Court Suite 401 Clearwater FL 33760 USA and the City of Deerfield Beach, a Florida municipal corporation (the "Customer"), with a principal address of 150 NE 2nd Avenue, Deerfield Beach, FL. (Individually referred to as the "Party", collectively to as the "Parties".)
- 1.2 Flowbird is to provide the services listed below to the Customer upon the terms and conditions stated herein commencing [October 1, 2020] and ending on September 30, 2023, for an initial period of thirty-six (36) months (the "Initial Period"). At the end of the Initial Period, the Agreement may be renewed for two (2) additional twelve (12) month periods (the "Renewal Period") upon the same terms and conditions. 1.3 The Parties agree that this Agreement shall supersede the agreement between Customer and Flowbird dated _____. Upon execution of this Agreement, the Parties hereby agree that the previous agreement between the parties dated _____ is hereby terminated and shall become null and void.

2. SCOPE OF SERVICES TO BE PERFORMED BY FLOWBIRD

During the term of this Agreement, Flowbird shall provide the services described in the Quote, attached hereto and incorporated herein as Exhibit "A."

3. I

[This Section is Intentionally Left Blank]

4. GENERAL TERMS AND CONDITIONS

4.1. FLOWBIRD DELIVERY OF SERVICES UNDER AGREEMENT

- 4.1.1 Flowbird will provide Level II Remote Technical Support when Customer, consistent with Level I training and diagnosis/Service materials, is not able to adequately service the Multi-space meters.
- 4.1.2 Flowbird will provide the Services with care and skill consistent with applicable industry standards.
- 4.1.3 Flowbird will maintain a properly staffed Level II Remote Call-in Service operation to assist Customer with the full range of diagnostics and repairs activities. Support will be available during Flowbird's regular business hours (Monday-Friday 8:00am/8:00pm EST) excluding holidays.
- 4.1.4 Flowbird will maintain a log of all Service incidents, which will document the service problem, and relevant hardware/network environment as applicable and contact information. This log will be available to Customer upon request.
- 4.1.5 Flowbird will take all technical and commercially reasonable measures to provide a resolution within four (4) business hours of receipt of Customer's request for assistance.
- 4.1.6 Flowbird will escalate back office support requests to Level III if, within four (4) business hours, a resolution is not implemented.
- 4.1.7 Flowbird will convene regular Service review meetings with Customer to review Service history.
- 4.1.8 Flowbird will guard and maintain the confidentiality of all, logins, passwords and personal identification provided in connection with the Services against unauthorized use of the Services.
- 4.1.9 Flowbird will be entitled to subcontract in part or whole performance of the Services to be provided under this Agreement with prior written consent of Customer, such written consent not being unreasonably withheld.

4.2. CUSTOMER PARTICIPATION

- 4.2.1 Customer is responsible for Level I Technical Service and maintenance for all machines as specified in Appendix C.

- 4.2.2 Prior to requesting Level II support services, Customer will have attempted to service the Multi-space meters, consistent with Level I training and diagnosis/Service materials, and encountered issues that it cannot resolve.
- 4.2.3 Customer will submit all requests into Flowbird's Technical Support using the contact method specified in Appendix A and provide all necessary information to permit Flowbird to perform the required services.
Customer will update Flowbird in writing of any changes to such information (especially any change of address) and be available to work with the Flowbird's support resource assigned to the support request.
- 4.2.4 Customer will maintain a local supply of spare parts sufficient to meet the desired repair timelines. The standard Return of Materials Authorization procedure is attached in Appendix B.
- 4.2.5 Subject to Chapter 119, Florida Statutes, Customer will protect technical information and know-how from unnecessary disclosure, maintain the confidentiality of all logins, passwords and personal identification used in connection with the Services and generally safeguard such information to ensure that there is no unauthorized use of the Services.

4.3. ADDITIONAL WORK

The following Services are not within the scope of this Agreement. Upon request, Flowbird will provide to Customer a technical and cost proposal to provide related requested additional services ("Additional Work"). Prior to performance, Customer shall authorize in writing the scope of such Additional Work and compensation payable to Flowbird for the full performance of the Additional Work.

- 4.3.1 Evaluation or Procurement of new software or hardware.
- 4.3.2 Evaluation or approval of new software or hardware for use by the Customer in conjunction with Flowbird products or Services including Customer and third party systems.
- 4.3.3 Deployment of a new software release at the machine.
- 4.3.4 Tariff or parameters changes.
- 4.3.5 Additional training for Customer technicians with respect to basic maintenance, troubleshooting, repairs, component replacement and operations such as programming and inventory.
- 4.3.6 Providing of a qualified technician, on mutual agreed upon date and duration to perform On-Site Level II support or remedial maintenance. At least two (2) weeks advance notice is required to ensure that Level II on-site support. To insure Flowbird's proposal properly addresses Customer's needs, Flowbird requests that Customer identify at the time of the request the issues that need to be addressed during the on-site visit and have available the necessary spare parts and consumables needed to restore the Multi-space meter up to Flowbird specification.
- 4.3.7 Assistance with CWO back office or Multi-space meters usage when unsupported or non-standard hardware or software has resulted in unexpected behavior of otherwise reliable systems.
- 4.3.8 Adaptive maintenance: Defined as activities relating to upgrades or conversions of CWO back office application, the Multi-space meters or its associated operating environment, in which the Flowbird products are functioning.

- 4.3.9 Modifications, updates or enhancements to original application required or desirable on account of changes in Customer's organization or business needs (such as a reorganization or change in the business practice) that may make the current specification obsolete.
- 4.3.10 Re-training of staff and any additional new hire training after initial training.
- 4.3.11 Removal, reinstallation or relocation of the Multi-space meters.

4.4. FEES – INVOICING AND PAYMENT OBLIGATIONS

In consideration for receiving the Services and/or Additional Work, Customer shall pay to Flowbird the fees as set forth in the Article 2 Scope of Services above or agreed to pursuant to Article 4.3 above, as follows:

- 4.4.1 Flowbird will invoice the Customer and will be paid by Customer in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.
- 4.4.2 In the event that there is an increase in the number of units being provided under this Agreement, then a Service charge based on the monthly per machine charge in effect at the time of installation shall be added to Customer's invoice.
- 4.4.3 The total amount payable to Flowbird under this Agreement for the Initial thirty-six (36) month Period of the Agreement, and any subsequent Renewal Periods, shall not exceed \$46,248 per twelve month period. This amount may be increased accordingly upon article 4.4.2. This amount is excluding any applicable taxes relating to the base Service provided under the terms of this Agreement.
- 4.4.4 To the extent that a disagreement arises in connection with the sum due and owing under the Agreement, Flowbird shall provide Customer with a revised invoice of the undisputed amount and Customer shall pay the revised invoice within the time frame set forth in the 4.4.1 above.
- 4.4.5 Flowbird shall invoice Customer at the end of each month. Customer shall pay Flowbird for properly invoiced services in accordance with Chapter 218, Florida Statutes (the "Local Government Prompt Payment Act"),
- 4.4.6 If amounts due and owing Flowbird remain unpaid for sixty (60) calendar days from the due date, Flowbird shall be entitled to terminate the Agreement with immediate effect by serving written notice to the Customer.

4.5. TERMINATION

- 4.5.1 Termination for Non-Appropriation of Funds. This Agreement shall terminate without penalty at such time as appropriated funds are not available to satisfy the obligations of Customer hereunder. The failure of Customer to make an appropriation in any given year shall not be deemed a breach of this Agreement, nor give rise to any cause of action by Flowbird for legal or equitable relief. Customer shall provide Flowbird written notice sixty (60) calendar days prior to such non-appropriation termination and shall pay to Flowbird all sums due and owing under the Agreement as of the date the non-appropriation termination becomes effective.
- 4.5.2 Termination for Convenience. Notwithstanding any other provision of this Agreement, Customer may terminate this Agreement (in whole or in part) without cause, sixty (60) days following delivery of a written Notice of Termination to Flowbird.
- 4.5.2.1 Upon receipt of a Notice of Termination, and except as otherwise agreed between Flowbird and Customer, Flowbird shall immediately proceed with the following actions:
- 4.5.2.1.1 Stop work as specified in the Notice
- 4.5.2.1.2 Place no further orders for materials, services, or facilities, except as necessary to complete any part of the Agreement not subject to termination.
- 4.5.2.1.3 Cancel all cancelable orders and terminate all subcontracts to the extent they relate to the Work terminated.
- 4.5.2.1.4 Assign to Customer, and deliver to the work site, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this Agreement.
- 4.5.2.1.5 Take all reasonable measures to mitigate Customer's liability under this section.
- 4.5.2.1.6 Complete performance of non-terminated work.
- 4.5.2.2 Upon termination of the Agreement without cause, Customer shall immediately pay Flowbird all amounts due and owing under the Agreement up to the date of termination for Services performed and properly invoiced, and all non-cancelable costs for material and equipment that cannot be used other than in connection with this Agreement and that were incurred prior to the date of the Notice of Termination.
- 4.5.3 Other Termination. Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate this Agreement:
- 4.5.3.1 In the event of a material breach of this Agreement, which is not remedied within thirty (30) calendar days of notification to the other Party in writing to remedy such breach. Such notification shall set forth in reasonable detail the nature of the alleged breach;
- 4.5.3.2 Immediately upon (i) appointment of a receiver or administrator over the other Party or its assets or if the other Party is subject to bankruptcy, liquidation or any analogous proceedings under laws of any competent jurisdiction or (ii) the other Party suspends or ceases, or threatens to suspend or cease, to perform all or a substantial part of its Work under this Agreement;

- 4.5.3.3 Upon the occurrence of a Force Majeure event (a circumstance not within the control of the Affected Party) but only if and to the extent that such circumstance despite the exercise of reasonable diligence cannot be prevented, avoided or substantially mitigated by the Party and such circumstance materially and adversely affects that Party's ability to perform its obligations under this Agreement for an uninterrupted period of no less than three (3) months. In such event, the Affected Party shall promptly notified the Other Party of its intention to terminate the Agreement which termination shall have full force and effect three (3) business days after receipt of notice. Neither Party will be liable to the Other Party for damages.
- 4.5.4 Upon termination of the Agreement by Customer for any reason under 4.5.3, Flowbird shall be paid any amounts owed under the Agreement up to the date of termination for Services performed and properly invoiced.
- 4.5.5 Flowbird shall not by reason of the termination of this Agreement be liable to Customer or be subject to consequential, incidental, indirect or special damages or for costs associated with substituted performance.

4.6. INTELLECTUAL PROPERTY

- 4.6.1 Customer agrees that all Intellectual Property Rights, confidential know-how, tools, methods, skills, trade secrets, graphics, logos and trade names used by Flowbird in performing its obligations under this Agreement ("Intellectual Property Rights") are, and will remain, the property of Flowbird (or the third-party who has granted Flowbird the right to use such rights) and nothing in this Agreement or Flowbird's performance under this Agreement will be deemed to transfer to Customer any such Intellectual Property Rights of Flowbird or any third-party.
- 4.6.2 Customer acknowledges that the name "Flowbird" and any other trademark, brand name, trade name and logotype associated with the Products or services of Flowbird (hereinafter referred to as "Flowbird Trademarks") whether or not registered, are and shall remain the property of the owner of the Trademarks, being Flowbird or one of its affiliates, and that Customer has no right, title or interest in Flowbird Trademarks during the term of this Agreement or thereafter except as provided otherwise herein.
- 4.6.3 The Parties both agree that except as otherwise provided herein, neither Party shall utilize the intellectual property rights of the other.
- 4.6.4 Flowbird shall indemnify, hold harmless, and defend or, at its option, settle any claim or action brought against Customer alleging that the use of the Services as provided under the Agreement and as used within the scope of the Services granted to Customer, infringes the Intellectual Property Rights of a third-party, provided that (i) this infringement claim is not attributable (a) to a use other than in accordance with this Agreement regardless of whether the use is in combination with any service(s) not furnished by Flowbird, or (b) to the use of a non-current release of the Software and that (ii) Customer gives reasonable notice and cooperation to Flowbird in connection with the defense of such claim, makes no admission or settlement in respect of such claim and that Flowbird directs and controls such defense. Nothing in this Agreement shall be deemed or treated as a waiver by the Customer of any immunity to which it is entitled by law, including but not limited to the Customer's sovereign immunity as set forth in Section 768.28, Florida Statutes.

- 4.6.5 Software licensing: Flowbird will provide Customer a license to use Pay Station software and CWO back office. Flowbird does not provide software or licensing for software being used with Flowbird products that is not part of the Flowbird Pay Station, CWO back office, or other Flowbird products provided by Flowbird to Customer under this Agreement. Customer shall provide such software and licensing as needed.

4.7. PROPRIETARY AND CONFIDENTIAL INFORMATION

- 4.7.1 Proprietary Information (hereafter "Proprietary Information") means object code, source code and any benchmark tests for the Services, pricing and other information Identified as proprietary, but excludes: (a) information made available to the general public without restriction by the disclosing Party or by an authorized third-party, (b) information known to the receiving Party independent of disclosures by the disclosing Party, (c) information independently developed by the receiving Party without access to or use of the disclosing Party's Proprietary Information, or (d) information related to the Agreement that the receiving Party may be required to disclose pursuant to the applicable Freedom of Information statutes or pursuant to subpoena or other lawful process initiated by a governmental authority or by the disclosing Party, provided that the receiving Party notifies the disclosing Party of the lawful process to allow the disclosing Party to appear before the governmental authority and protect its interests, and such disclosure complies with applicable law.
- 4.7.2 Confidential Information (hereafter "Confidential Information") means non-disclosable data, but shall exclude (a) information known to the receiving Party independent of disclosures by the disclosing Party, (b) information independently developed by the receiving Party without access to or use of the disclosing Party's confidential information, or (c) Information related to the Agreement that the receiving Party is required to disclose pursuant to applicable Freedom of Information statutes or pursuant to subpoena or other lawful process initiated by a governmental authority or by the disclosing Party, provided that the receiving Party notifies the disclosing Party of the lawful process in a timely manner to allow the disclosing Party to appear before the governmental authority and protect its interests, and such disclosure complies with applicable law.
- 4.7.3 The Parties shall use reasonable efforts to protect each other's Proprietary and Confidential Information from disclosure. Neither Party is entitled to disclose the other Party's Confidential or Proprietary Information without prior written consent of the other Party, which may be withheld in the other Party's sole and absolute discretion. Provided the other Party's prior written consent has been obtained, the Party requesting consent may disclose in confidence the other Party's Confidential or Proprietary Information on a need-to-know basis to such Party's contractors and subcontractors as have executed a non-disclosure agreement, and the Party making that disclosure shall be responsible for that person's compliance with these restrictions on disclosure and use.
- 4.7.4 Upon termination of this Agreement, the Parties shall securely dispose of all information received and shall make no further use of it. The termination shall not serve to release any Party from its obligations regarding confidentiality under this article which shall remain in force for a period of two (2) years after the date of termination.

- 4.7.5 As a municipal corporation, Customer may have an obligation to disclose public records pursuant to applicable Freedom of Information statutes. To avoid disclosure of Flowbird Proprietary Information, any documents that contain trade secrets will be clearly marked "Proprietary" prior to submission to Customer. Upon citizen request for disclosure of Proprietary Information pursuant to the applicable statutes, sufficient notice shall be provided to Flowbird to permit Flowbird to contest such disclosure.

4.8. LIABILITY AND WARRANTY

- 4.8.1 This clause sets out the liability of Flowbird in its entirety (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to Customer in respect of any claims relating to (i) Flowbird's performance of the Agreement (ii) any breach of this Agreement (iii) any use made by the Customer of the Services, or (iv) any representation, statement or act or omission of Flowbird arising under or in connection with this Agreement.
- 4.8.2 Notwithstanding any other provision of this Agreement to the contrary or rule of law or statute, in no event shall Flowbird be liable to Customer for (i) any special, indirect, incidental or consequential loss, costs, damages, charges or expenses; or (ii) damage to reputation or (iii) any degradation which occurs in relation to the network or associated software or hardware of the Customer as a result of the performance of the Services.
- 4.8.3 Flowbird Multi-space meters communicate through public cellular communication networks. Flowbird shall not be liable to Customer for any loss, costs, damages, charges or expenses arising from failures, defects or limitations of the cellular communication network or any product or service supplied by a third-party in connection with the cellular communication network. The cellular providers may experience capacity, interference, equipment and other problems; may make unannounced changes to their Services which impact communications; may limit, restrict or end the Services. Flowbird's sole obligation under this Agreement in connection with the cellular communication network is to treat communications problems that impact Multi-space meters performance as a priority issue and work with the cellular provider to expeditiously resolve the problem.

- 4.8.4 Flowbird and Customer acknowledge that Customer would suffer financial loss in the event there is a system-wide failure affecting at least 20% of the multi-space meters and the WAYTOPARK app ("System-Wide Failure"). The Parties also recognize there are expenses and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by Customer in the event of a System-Wide Failure. Accordingly, in lieu of requiring any such proof, Flowbird and Customer hereby agree that, as liquidated damages for System-Wide Failure caused by or within the control of Flowbird, or delay caused by or in within the control of Flowbird in resolving the System-Wide Failure, Flowbird shall pay Customer, in addition to any other damages and/or remedies to which Owner may be entitled under this Agreement, liquidated damages in the amount of Five Hundred Dollars (\$500.00) for the first day. This amount shall double each successive day (i.e. Day 1 - \$500, Day 2 - \$1000, Day 3 - \$2,000), until such time as the System-Wide Failure has been resolved and substantially all multi-space meters and the WAYTOPARK app are up and operating at full capacity. Customer and Flowbird further agree that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. The maximum aggregated liquidated damages for System-Wide Failures incurred by operation of this clause in any 12-month period (measured looking back from resolution of each System-Wide Failure) shall not be greater than 50% of the service fee paid by the Customer for the service in the same 12-month period. Such damages are the exclusive remedy for system wide failure.
- 4.8.5 Data is saved in accordance with current data protection and back up standards. However, complete security cannot be guaranteed. In the event of data loss or data errors, Flowbird shall not be held liable unless the data loss or data error was as a result of any acts or omissions of Flowbird.
- 4.8.6 Flowbird shall have no liability to Customer for malfunction of third-party systems.
- 4.8.7 Flowbird's maximum aggregate total liability for damages arising out of or relating to this Agreement, exclusive of claims by third-parties, shall not exceed the insurance limits required in this Agreement.
- 4.8.8 Flowbird makes no warranty express or implied that all security threats, breaches and vulnerabilities will be detected and/or avoided. Flowbird may be required to reduce or suspend Services for limited periods to enable technical or maintenance operations to be conducted or upgraded or as the result of an imminent threat of material harm. Flowbird will use best efforts to minimize inconvenience to the Customer caused by such reduction or temporary suspension of Services.

4.9. EXTENSION OF TIME FOR FORCE MAJEURE

- 4.9.1 In the event of a Force Majeure incident which does not result in termination of the Agreement per Article 4.5.3.3 above, the end date of this Agreement shall be extended by the period of time that such circumstance materially and adversely impaired or prevented a Party's ability to perform its obligations under this Agreement (the "Affected Period"). Immediately upon termination of the Affected Period, the Affected Party shall resume performance. The Party seeking to obtain a Force Majeure extension of time must immediately notify the other Party in writing of the nature, details and anticipated effect and duration of the Force Majeure incident.

4.10. GOVERNING LAW AND JURISDICTION

- 4.10.1 This Agreement made in two original counterparts in the English language shall be governed by and construed in accordance with the laws of the State of Florida.
- 4.10.2 All disputes or claims arising under or in connection with this Agreement shall, in the first instance, be subject to amicable resolution by the Parties.

4.11. CONTRACT DOCUMENTS

- 4.11.1 The contract documents which govern the dealings between the Parties are as follows, listed by order of precedence:
- Changes, modifications, amendments and extension of this Agreement
 - The Agreement including its Appendices,

4.12. NOTICES

- 4.12.1 Addresses may be changed by either Party from time to time and shall be notified to the other Party. All notices and other communication hereunder shall be deemed to have been given as of the date of delivery by hand, or five (5) working days after posting when mailed by registered or certified mail, postage prepaid, or twenty-four (24) hours after dispatch if sent by facsimile during business hours of the receiving Party. Refusal to accept delivery has the same effect as receipt.
- 4.12.2 Notices or other communications to either Party shall be made in writing and addressed to the relevant Party at its address as stated below:

CALE AMERICA INC. d/b/a FLOWBIRD

40 TWOSOME DRIVE, UNIT #7

MOORESTOWN, NJ 08057

USA

Attention: Mr. Ed Kinkade

CITY OF DEERFIELD BEACH

150 NE 2nd Avenue

Deerfield Beach, FL 33431

USA

Attention: David Santucci, City Manager

4.13. GENERAL

- 4.13.1 This Agreement including appendices and changes, modifications, amendments and extension thereto represents the entire agreement between the Parties.
- 4.13.2 This Agreement supersedes and cancels all other agreements, written or oral, between the Parties relating to the Services.
- 4.13.3 The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time for which such failure shall continue, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation of this Agreement. No waiver or consent shall be effective unless in writing and signed by the Party against whom such waiver or consent is asserted.
- 4.13.4 The terms and conditions of this Agreement shall be binding only upon written agreement signed by the duly qualified representatives of each Party.
- 4.13.5 The Parties may amend or modify this Agreement at any time, provided that such amendment(s) or modification(s) make specific reference to this Agreement, and are executed in writing by a duly authorized representative of both Parties. Such amendment(s) or modification(s) shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement.
- 4.13.6 Neither Party shall be bound by any condition, definition, guarantee or representation other than those set forth in this Agreement.
- 4.13.7 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer and employee between the Parties. Flowbird shall at all times remain an independent contractor with respect to the Services to be performed under this Agreement. The Customer shall not be obligated to provide workers' compensation insurance, health or accident insurance to cover Flowbird for any type of loss which might result to Flowbird or its employees, in connection with the performance of the Services set forth in this Agreement. The Customer shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might otherwise be expected in an employer-employee relationship, it being specifically agreed that Flowbird is not an employee of the Customer.
- 4.13.8 Provided the other Party's prior written consent has been obtained, each Party shall have the right to make reference to the name, trademarks and logo of the other Party (provided that such reference shall not refer to the content of this Agreement) in any marketing literature, on all websites, on any media and any commercial documents and brochures of the other Party.
- 4.13.9 The Party representatives who execute this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of Flowbird and Customer, respectively, and that their signatures below, the terms and provisions hereof, constitute valid and enforceable obligations of each.

4.13.10 In the event any portion of this agreement is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of the Agreement, as if such invalid or unconstitutional provision was not originally a part of the Agreement.

4.13.11 Scrutinized Companies.

a. Flowbird certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Board may immediately terminate this Agreement at its sole option if Flowbird or its subcontractors are found to have submitted a false certification; or if Flowbird, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, Flowbird 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 Board may immediately terminate this Agreement at its sole option if Flowbird, its affiliates, or its subcontractors are found to have submitted a false certification; or if Flowbird, 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. Flowbird agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

4.13.12 Public Records. Flowbird shall comply with The Florida Public Records Act as follows:

- a. Keep and maintain public records in Flowbird' possession or control in connection with Flowbird' performance under this Agreement, that ordinarily and necessarily would be required by the Customer in order to perform the service.
- b. Upon request by the Customer's records custodian, provide the Customer with a copy of 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. 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 this Agreement, and following completion of this Agreement until the records are transferred to the Customer.
- d. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Flowbird shall be delivered by Flowbird to the Customer, at no cost to the Customer, within seven (7) days. All records stored electronically by Flowbird shall be delivered to the Customer in a format

that is compatible with the Customer's information technology systems. Once the public records have been delivered to Customer upon completion or termination of this Agreement, Flowbird shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

- e. Flowbird' failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Customer.

IF FLOWBIRD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FLOWBIRD' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-480-4213, web.clerk@deerfield-beach.com OR BY MAIL: City Of Deerfield Beach – City Clerk's Office, 150 N.E. 2nd Ave, Deerfield Beach, FL 33441.

4.13.13 Insurance. Flowbird shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement

	<u>Per Occurrence</u> <u>Aggregate</u>	
General Liability	\$1,000,000	\$3,000,000
Automobile Liability	\$1,000,000 combined single limit per accident	
Professional Liability	\$500,000	\$1,000,000
Cyber Liability	\$2,000,000	
Workers' Compensation	Statutory Amount	

This Agreement shall not be deemed approved until Flowbird has obtained all insurance required under this section. Flowbird shall supply Customer with evidence of such coverage in the form of a Certificate of Insurance and endorsement upon execution of this Agreement. The City of Deerfield Beach shall be named as an additional insured via a blanket endorsement for commercial and automobile liability coverage. The City shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement.

CERTIFICATE HOLDER MUST READ

City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441



ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A- VII per Best's Key Rating Guide and be licensed to do business in Florida. Flowbird's liability insurance shall be primary to any liability insurance policies that may be carried by Customer. Flowbird shall be responsible for all deductibles and self-insured retentions on their liability insurance policies. The above insurance coverages shall in no way be construed as limiting or expanding Flowbird's liability under this Agreement. Flowbird agrees to provide at least thirty (30) calendar days written notice of cancellation (ten (10) days' written notice if cancellation is due to non-payment of premiums), material change, or renewal refusal to Customer by certified mail, unless policies are renewed with equal or better coverage.



IN WITNESS WHEREOF, THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES HAVE EXECUTED THIS AGREEMENT.

Approved as to Legality and Form:

For the City of Deerfield Beach Date: ____/____/____ Name: [David Santucci] as Title: [City Manager] Signature: _____ By signing I confirm that, - I have read, understood and accepted the general terms and conditions of this agreement.	For Cale America Inc. d/b/a FLOWBIRD Date: ____/____/____ Name: Benoit Reliquet Title: President CALE AMERICA INC. Signature: _____ By signing I confirm that, - I have read, understood and accepted the general terms and conditions of this agreement.
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APPENDIX A

LEVEL II REMOTE TECHNICAL SUPPORT

Flowbird will provide Level II Remote Technical Support between the hours of 8:00AM and 8:00PM EST Monday through Friday excluding company holidays. The primary method of contacting Flowbird is via email:

us-support@flowbird.group

A request number will be generated and can be referred to in correspondence and discussions to the issue.

In a situation where Level I Service is exhausted and is of an urgent nature you may contact Flowbird Level II Remote Technical Support via telephone at

877-620-2253



APPENDIX B

FLOWBIRD RETURN MATERIALS AUTHORIZATION ('RMA')

Email us at:

us-support@flowbird.group

Phone: 877-620-2253

Hours of operation: Monday – Friday: 8:00 AM – 5:00 PM Eastern Standard Time

All requests for parts, machine changes and miscellaneous sales should be directed to the above contact point. For parts being returned for repair or replacement a Return Material Authorization (**RMA**) is required PRIOR to the physical return of the product:

1. Flowbird will issue an RMA number and provide shipping instructions.
2. Customer will ship the defective parts back to Flowbird and clearly mark the outside of the carton or the shipping label with the RMA number. Each assigned RMA is limited to 20 individual items.
3. Customer agrees to properly wrap each defective part and package them securely within a box to assure no further damage will occur to these parts.
4. Customer is responsible for freight charges on items being returned to Flowbird. Flowbird is responsible for standard ground freight charges of replacements.
5. Once Flowbird has received the defective parts, replacement parts will be shipped within 72 hours via two (2) business-day delivery if parts are covered under standard warranty. If parts are covered under a Flowbird Service Contract, replacement parts will be shipped within 24 hours via two (2) business-day delivery
6. Flowbird will cross reference all parts against its warranty/contract database and determine if the part is covered. Customer will be notified if parts are not covered under warranty and will be advised of available options by the Sales Administration Dept.
7. Customer is responsible for testing of parts before returning. Flowbird will inspect and test parts to determine reason for return. If any parts are determined to be functional with no problem found or found functional after a standard cleaning procedure, Customer will be charged \$175.00 dollars per unit for Preventative Maintenance charge to clean and restock.
8. Customer is responsible for all replacement charges for parts out of warranty or not covered under contract.
9. Customer is responsible for all expedited shipping charges.
10. Customer should ship all return parts to Flowbird and reorder on a regular weekly basis in order to provide a smooth flow of replacement parts and eliminate the need for expedited requests. Bulk RMAs (> 20 items) or multiple RMAs per week will result in processing and handling delays.

APPENDIX C

LEVEL I TECHNICAL SERVICE AND MAINTENANCE

Customer is responsible, through its trained staff, for performing Level I Technical service and maintenance for all Pay Stations covered through this Agreement, as follows.

Technical Services

1. Open Pay Station and remove and/or replace internal components as necessary.
2. Execute self-diagnostic and other repair processes, as shown in service training and described in the Service Guide and other documentation provided in conjunction with and at the time of training.
3. Install programming changes to the Pay Station using the maintenance procedures that are available at the maintenance keyboard on the Pay Station and explained during Level I service training.
4. Maintain a log of repair activities performed by the technicians, which will be available for reference purposes during a call to Level II Technical Support.
5. Ensure that the staff servicing Flowbird's Pay Stations have successfully completed the full training program provided by Flowbird and maintain the certification level of all staff who service the Pay Stations or operate CWO back office software system.
6. Complete all prescribed Level I diagnostics and repair steps prior to escalating a service issue to Level II support.
7. Ensure that only trained Level I service staff initiate support requests to the Level II helpdesk.
8. Use its own qualified IT resource to provide desktop client, server, network, and infrastructure services necessary to maintain the proper functioning of the CWO system.
9. Provide all information required to open a support request with Flowbird Level II Service and be available to work with the Flowbird support resource assigned to the support request.
10. Timely complete the recommended Pay Station preventative maintenance process to maximize useful life of the parts within the Pay Station.
11. Maintain the concrete mounting pad and mounting hardware per installation specifications.
12. Maintain all electrical installation accessories other than those that form an integral part of the Pay Stations as well as electrical connections to the Pay Stations.
13. Maintain a supply of locally-available parts sufficient to meet desired repair timelines. These parts will be supplied to Flowbird as needed for Level II On-Site Operation.
14. Maintain a log of all parts replacements which will be made available to Flowbird upon demand.
15. Archive data and historical analysis for data older than 90 days.

CWO Services

1. Maintain desktop and file server computers, LAN connections, internet connections and other aspects of the operating environment in a manner that allows the operation of and compatibility with the CWO software.
2. Require all staff using CWO to have successfully completed the full CWO training program as provided by Flowbird.
3. Design, customize and generate reports using data in CWO.
4. Complete all prescribed Level I diagnosis and repair steps prior to escalating issues for Level I Obtain appropriate Information Technology or Information Services resources to provide server, network, firewall, and infrastructure support services, including Web server, authentication software, WebObjects' Monitor, software installation, application installation on production servers, database connections, and database changes.
5. Provide all information required to open a support request for Flowbird Level II support and be available to work with Flowbird support resource assigned to the support request.

APPENDIX D

EXTENDED PARTS WARRANTY- Part Smart

Note : To enroll in this program, the appropriate option must be checked in section 2.

The Extended Parts Warranty program provides the Customer an insurance program for the most frequently used and most costly parts. Subscribing to this program provides replacement to these parts at no additional cost, for the duration of the agreement. If a special circumstance requires a part listed below to be purchased, a written explanation will be provided to the customer for approval prior to the shipment of the part.

The Customer will replace defective part(s) as part of its normal Level I diagnosis and repair process. Following the **Return Material Authorization (RMA)**, detailed in Appendix B, the Customer will ship any parts that require repairs back to Flowbird. During this process, a sales order will be generated for the replacement part(s) from this RMA.

Flowbird will replace parts with repaired or refurbished parts that are tested to insure that they meet the performance specifications of a new part. Replacement parts warranty is ninety (90) days or to the end of the support agreement period for the unit the part is installed in whichever comes first. This warranty does not include “wear and usage items” such as paper and batteries. Labor is not covered under this hardware part replacement agreement.

Parts included in this Extended Parts Warranty are:

- Main Board
- Bank note Acceptor (on STRADA BNA model)
- Coin Selector
- Banking Card Reader
- Main Display
- Printer
- Modem
- Coin Escrow
- User Interface Button Board
- Electronic Lock
- Mechanical Lock
- Electronic interfaces

To maximize multi-space meters uptime, Flowbird recommends to the Customer to order and maintain at any time a spare parts lot. Flowbird can provide guidance to the Customer regarding a suggested number of parts to be included in this spare parts lot and will also provide a pricing proposal.

Any repair of damage resulting from acts of vandalism, accident (vehicle impact), failures in the electrical supply to the multi-space meters, flooding, operator errors (e.g. but not limited to: no ticket stock, no coin box fitted, wrong time/date), lack of Level I preventative maintenance, misuse or the use of non-approved ticket stock on the Multi-space meters are not covered under this agreement. Flowbird will provide estimates of this repair cost upon receipt of a written request from the Customer. The terms "vandalism" or "vandalized" shall mean any willful damage caused which affects the appearance or operation of the Multi-space meters or interferes with the normal use of the Multi-space meters.

Alterations made to the equipment by the Customer may result in this warranty being voided in its entirety. Flowbird makes the final determination of the extent of any warranty impact due to the modification of the equipment by the Customer.

For avoidance of doubt, obsolescence of components is not covered by this agreement.

Flowbird Responsibilities

1. Flowbird reserves the right to assess at Customer's costs all the machines at the start of this agreement to make sure that meters conditions conform to standard operational conditions. After this assessment, all meters found with troubles will have to be repaired at Customer's costs. Customer's failure to perform the required fix will result in the exclusion of the machine(s) from the scope of this agreement.
2. Return a repaired or refurbished part that is equal in quality to the part received.

Customer Responsibilities

In addition to Level I responsibilities

1. Complete all the necessary Level I diagnosis steps before determining that a part is faulty and in need of repair.
2. Follow all RMA instructions including frequency of shipping and quantity limitation per shipment.
3. Complete the recommended Multi-space meters preventative maintenance process and intervals to maximize useful life of the parts within the machines.
4. Replace any Multi-space meters when no longer capable of repair, for whatever reason. (Excluding the fault or negligence of Flowbird)
5. Remove, reinstall or relocate the Multi-space meters as needed.

APPENDIX F

WAYTOPARK app - MOBILE PHONE SOLUTION

Flowbird offers a service called WAYTOPARK app. This Service is used to make remote payment for municipal parking, and Flowbird, via the WAYTOPARK app platform, is the technical intermediary between a parking user ("User") of the WAYTOPARK app Service and Customer. The WAYTOPARK app platform allows for the User's payment of parking time from a mobile phone or a computer, consistent with the options chosen by the Customer.

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to define the rights and obligations of Flowbird and Customer with respect to Flowbird's provisions of WAYTOPARK app Service.

ARTICLE 2 - ATTACHMENTS

The document is comprised of the following attachments:

- ANNEX 1 - Scope of the WAYTOPARK app Service
- ANNEX 2 - Price conditions
- ANNEX 3 - Service levels
- ANNEX 4 - Corporate Style Guide

ARTICLE 3 – DESCRIPTION OF THE WAYTOPARK APP SERVICE

WAYTOPARK app is a service rendered by Flowbird; it enables Users having activated the Service to make remote payments for parking.

The WAYTOPARK app Service makes possible:

- Registration by the User for the WAYTOPARK app Service,
- Payment for parking rights by User via mobile phone or a computer,
- Processing of electronic money flows up to the remittance of parking payments to the Customer merchant banking account in accordance with the approved time limit,
- Access to certain information by parking enforcement officers, through the use of portable terminals (PDAs) or by API monitoring,
- Access by User to his/her account and history of his/her transactions,
- Access by Customer to the monitoring of the issuance and sale of parking rights,
- Customer's assistance as regards to the use and handling of complaints,

The roles of each of the parties is further defined as follows:

- Customer defines the parking policy.
- Flowbird makes available and manages:
 - The WAYTOPARK app Mobile Payment Service platform, which registers users and is used for transactional interface at the time of purchase of the parking rights;
 - The processing of all of the “parking business” functionalities and the data concerning the monitoring of online parking rights.
- Flowbird shall provide access to the payment platform used for Internet payment transactions via credit card.
- Customer shall verify electronic payments.

ARTICLE 4 – FINANCIAL CONDITIONS

- 4.1 In addition to the parking fee charged by Customer, User will pay a .35¢ Service Fee for the initial transaction of the WAYTOPARK app Service as defined in Annex 2. Top-Up transactions will not be subject to a Service Fee. The parking fee plus the Service Fee will be sent to the Customer's bank through their selected merchant bank processor. The Customer is responsible for any fees charged by their merchant bank processor.
- 4.2 Flowbird will invoice Customer on a monthly basis to collect the Service Fees charged during the month and Customer will pay Flowbird all such Service Fees that it collects.
- 4.3 The Service Fees shall be payable within thirty (30) days of invoice date.
- 4.4 Flowbird reserves the right to suspend services and/or to terminate the agreement in the event of a payment delay in excess of 60 days.

ARTICLE 5 – FLOWBIRD’S COMMITMENTS

5.1 Flowbird undertakes to provide the expertise and care necessary to provide the WAYTOPARK app Service, as well as to follow relevant accepted industry practices and to achieve a level of quality that is consistent with market standards.

5.2 Flowbird warrants that the WAYTOPARK app Service will be available and meet or exceed the standards contained in the Service Level Agreement defined in Annex 3.

However, Flowbird may in its sole discretion suspend the provision of the WAYTOPARK app Service in the following situations:

- Suspension of the WAYTOPARK app Service with advance notice of one working day, by any written means:
 - Installation of updates
 - Maintenance of the System and/or scheduled Maintenance
 - Service Fee payment delay in excess of 60 days.
- Suspension of the WAYTOPARK app Service without advance notice:
 - Risks for the smooth functioning or safety of the infrastructures or equipment,
 - Technical or maintenance work by Flowbird on its infrastructures or equipment,
 - Fraud detected or reported,
 - Suspected or reported wrongful, fraudulent, unlawful use of the WAYTOPARK app Service,
 - Failure to perform by a third-party and necessary to the rendering of the WAYTOPARK app Service, including, but not limited to, the suppliers and operators of the telecommunications network.
 - And, more generally, in all emergency situations.

Regardless of the circumstances, Flowbird shall inform Customer of any suspension as soon as reasonably possible.

5.3 Back office

Flowbird shall provide Customer access to the Back Office tools enabling Customer to have access to the information and to the management reports on the transactions executed by the Users of the WAYTOPARK app Service.

These tools draw on the infrastructure and platform managed and hosted by Flowbird. The platform is accessible by Customer through an Extranet. The conditions for the availability of these tools are defined in Annex 1.

Flowbird shall collect information regarding Users’ payments and shall make this information available on the Platform for Customer use. Flowbird shall continue to be the owner of this information.

5.4 Changes to the Services

Flowbird may occasionally, at its own initiative and in its sole discretion, change all or some of the functions or any component of the Service or make any modification (hereinafter referred to as "Modification") in order to improve the performance, service quality, or to correct errors or preserve the competitiveness of the Service. Before making such a Modification, Flowbird shall inform the Customer by e-mail of said Modification.

ARTICLE 6 – CUSTOMER'S OBLIGATION

6.1 Customer must carry out all operations that are necessary prior to the launch of the WAYTOPARK app Service and on an on-going basis, in particular:

- Opening and maintenance of the remote selling account throughout the duration of the agreement,
- Supply of all of the city data for parameterisation of the solution (mapping of parking payment terminals, prices, zone, etc.)
- Setting up of the system to verify electronic tickets and supply interface data, if applicable
- Training of the city's employees
- And, more generally, transmit to Flowbird any information useful to the implementation of the WAYTOPARK app Service.

It is hereby stipulated that the above list is given for indicative purposes and that it can be supplemented at the start of the project based on Customer's specific characteristics.

6.2 Customer undertakes to render the WAYTOPARK app Service in accordance with Flowbird's recommendations and pursuant to the terms and conditions of the WAYTOPARK app Service, provided to the User on the WAYTOPARK app application and on the WAYTOPARK app web site.

6.3 Customer undertakes not to use or authorise a third-party to exploit the information obtained from the use of the WAYTOPARK app Service for purposes other than those related to the WAYTOPARK app Service.

6.4 Customer acknowledges that the WAYTOPARK app Service is paid for by credit card. Any transfer of information associated with the payment shall take place in a secure context. In particular, at the time of a payment, a credit card number and its validity date are transferred in a secure context using protocols in force, on the server of the service provider chosen by Flowbird.

In this connection and pursuant to standard terms of the service provider chosen by Flowbird, Customer acknowledges the importance of complying with the security rules.

For complete information on the security rules to be followed, Customer can refer to the PCI DSS (Payment Card Industry Data Security Standards) available, for example, on the Internet site of Visa or MasterCard, or from Financial Institutions.

In addition, Customer undertakes to:

- Ensure the application of the security patches on all of its machines, as well as setting up the machines' secure configurations.
- Never store on any type of medium information that is sensitive, such as credit card numbers or visual cryptograms (CVCs/CVV's)
- Protect all of its passwords and change these regularly, in particular, the password needed to obtain access to the Account of the payment service provider
- Protect access to its servers and its applications, as well to its technical infrastructure in general, in particular, using the firewall and antivirus.
- Establish secure application development procedures

The platform of Flowbird's payment service provider shall supply several automatic or manual methods permitting Flowbird to monitor consistency between the payments handled by the payment service provider and its own sales system. The system permits, notably:

- online consultation of transactions via Customer's Account,
- via SHA-1 key systems, to ensure the consistency of the payment data,
- the sending of payment notification e-mails,
- the use of other electronic means of notification in real or deferred time.

Customer undertakes to establish and apply adequate procedures for monitoring the proper execution of payments.

Flowbird strongly recommends Customer set up as many monitoring mechanisms as possible, in particular, in the case of e-commerce applications, and Flowbird reserves the right to limit the financial possibilities of the Account of the payment services provider (types of transactions permitted, maximum number of transactions per period, etc.) if it deems Customer's checks and/or monitoring insufficient. The mechanisms for checks and monitoring used, and/or the activation or non-activation of the security options are freely chosen by Customer, and cannot under any circumstances give rise to Flowbird's liability.

ARTICLE 7 – MARKETING AND PROMOTION

Customer authorizes Flowbird to engage in marketing, business analytics and advertising campaigns for the promotion of the WAYTOPARK app Service, including but not exclusive communication and promotion by press, flyers, city Internet site, affixing of information stickers on places of sale (on parking payment terminals, or in their absence, on any other medium visible from parking places) in a manner consistent with the Corporate Style Guide and the definition of the zone codes.

To this end, Flowbird hereby grants Customer a non-exclusive license during the term of this Agreement for the purposes of using the WAYTOPARK app name and logo in the conditions defined below:

Flowbird shall provide to Customer graphical materials (logo, visuals, etc.) needed in order to organize the promotion and showcasing of the WAYTOPARK app Service to Users. Customer is authorized to modify these items, if applicable, within the limits defined by Flowbird's written instructions and in accordance with the Corporate Style Guide enclosed in Annex 4. In such case, Customer must obtain Flowbird's written approval prior to any use of said items.

Upon the expiry of the Agreement, whatever the reason, Customer shall return to Flowbird as soon as requested all of the items that were handed over to it pursuant to this Article.

ARTICLE 8 – INFORMATION REGARDING USERS

In accordance with the terms of this Agreement and those of applicable laws Flowbird shall keep full files of all of the information and data collected from Users. Flowbird shall obtain and use this information only in accord with applicable laws in force and any amendment to this Act and shall not give or disclose this information, in any circumstances, to third parties, except for the information that has been expressly approved by Customer or is required to be produced pursuant to subpoena or court order, or state law. Flowbird shall comply with all of the provisions concerning data processing and freedoms and shall apply these accordingly to its technical facilities.

Each Party undertakes, as regards the Service rendered, to comply with all of the provisions of applicable law. No data and in particular personal data, may be used by either Party for any purpose other than the strict performance of the Agreement. Flowbird undertakes to implement mechanisms to monitor access to these data.

ARTICLE 9 - SUSPENSION

Flowbird reserves the right to suspend, limit or to partially or completely restrict the supply of and/or access to the Service after having so notified Customer in writing:

- In the event of a breach of one of Customer's obligations indicated in the Agreement
- In the event of a failure to make timely payment of the amounts due, and in the absence of a challenge, duly reasoned and sent to Flowbird by registered mail with return
- In the event of non-conforming use of the Products or Services
- And, more generally, if the Agreement allows for this.

The resumption of the Service after suspension and/or limitation due to Customer's act or fault can give rise to the invoicing of Resumption of Service Fees. In the event of a suspension and/or a limitation, regardless of the cause, Customer shall continue to be bound by its obligations; it is understood that the suspension shall not give rise to the cessation of the invoicing of said fees.

In addition, Flowbird shall be authorized to suspend, limit or restrict the Service for any improvement or preventive or curative maintenance work, or if Flowbird is required to follow an order, an instruction, a demand from the Government, a regulatory authority or from any competent administrative or local authority.

ANNEX 1

SCOPE OF THE WAYTOPARK app SERVICE

FUNCTIONAL AND TECHNICAL SCOPE

The WAYTOPARK app Service permits:

- The registration of users for the service via:
 - Applications for IOS and Android smartphones
 - Internet/Mobile Internet browser and access to the dedicated site www.WAYTOPARK.appstore.com and WAYTOPARK.appstore.com
- The obtaining and payment of parking rights by users who use their mobile phone or a computer via:
 - Applications for IOS and Android smartphones
 - Internet/Mobile Internet
- The obtaining of payment confirmation from the web site;
- The obtaining of expiry imminent notification via push notification if option chosen by the user;
- The possibility to extend the ticket in progress, in accordance with pricing rules in force as established by Customer;
- The secure processing of electronic money flows up to the remittance of payments to the Customer;
- Access to the information necessary to the verifying of the vehicles parked, by the parking enforcement officers having portable terminals (PDAs) beforehand that are connected either via the monitoring application or by the making available of an API;
- Access by users to their account and to the history of their transactions;
- Access by the Customer to the financial information and to the monitoring of parking rights sales transactions;
- Assisting users in using the WAYTOPARK app Service;
- The handling of complaints communicated by the Customer;
- Informing the user of the city price;
- Access to FAQs, as well as to a usage tutorial.

INFRASTRUCTURE

The WAYTOPARK app Service is provided in SaaS mode.

Flowbird shall supply:

- access to the WAYTOPARK app Service platform that registers users and is the transactional interface at the time of the purchase of the parking rights by Smartphone (IOS and Android), Internet application and Mobile Internet.
- access to the payment monitoring information;
- myCWO interface for the reporting of information concerning the Transactions executed on all of the distribution channels and permitting the financial and statistical consolidation of the data concerning the parking rights delivered by the distribution channels set up.

Flowbird manages the connection to the payment platform that is used for Internet payment transactions.

REGULATORY CONSIDERATIONS

Flowbird shall ensure the conformity of the WAYTOPARK app Service to Payment Card Industry Security Standards ("PCI-DSS") and the maintenance of all of the accreditations required by outside firms, excluding all of the systems that are not directly under its control.

IMPLEMENTATION AND EXPLOITATION PROCEDURE

INITIALIZATION

1. Flowbird shall allocate to each of the on-street parking zones and to each street in which the parking zone is authorized, a certain number of unique parking zone codes.
2. Flowbird shall agree with the Customer on a timetable for the commencement of the service at a launch meeting.
3. Flowbird shall provide the following to the Customer at least 20 days prior to the agreed date for the commencement of the service:
 - a. The telephone number of customer service;
 - b. The list of the parking zone numbers allocated for each of the parking payment terminals, provided with their address for the introduction of the WAYTOPARK app Service.
4. Flowbird shall provide either standard items enabling the Customer to create its communications media, or the standard models made by Flowbird; a brochure or leaflet, a model of stickers to be affixed on parking payment terminals, recommendations for the affixing of said stickers, access to the Internet site and suggestions for contributing content and visuals.

5. Flowbird undertakes to process all of the data with the strictest possible confidentiality.
6. Customer undertakes to perform the following obligations:
 - a. To supply, as a pre-condition to the activation of the Service all of the information necessary for the parameterisation and personalisation of the Service and to inform Flowbird in writing, of any change of this information (in particular and not limited to, any moving of a parking payment terminal to a new address, or pricing modification). Customer is alone responsible for the consequences caused by a failure to supply or to make available this information; in particular, Customer shall furnish:
 - i. A copy of the contract of adherence to the merchant contract mentioning its identifier at the acquirer (MerchantID)
 - ii. List of the names of zones
 - iii. GPS coordinates of the zones in question
 - iv. Names and titles of the users of the monitoring service
 - v. Agreement on communication to the public (stickers, flyers and any promotional content)
 - vi. Agreement on any communications content (label, websites, naming review, etc.)
 - vii. Agreement on the list of applicable rates
 - viii. Confirmation of use of the monitoring API supplied by Flowbird; any use of another interface shall be quantified and be the subject of a specific timetable.
 - b. To supply to Flowbird the contact information of the person responsible for the Customer for the implementation and exploitation of the service, and to inform Flowbird immediately in the event of any change.
 - c. To authorise Flowbird to use the parking data for statistical purposes
 - d. To ensure the security and conformity of the use of the system by its agents.
 - e. To restrict the dissemination and to maintain the confidentiality of all of the logins, passwords and identification of the personnel, used with respect to the Service and, more generally, to protect this information so as to avoid any use by unauthorized persons.
 - f. To only use the Service in accordance with the instructions given by Flowbird, for its proper management.
 - g. To test the conformity of the system made available in accordance with the recommendations or specifications supplied by Flowbird.

ACTIVATION OF THE SERVICE

1. The Service shall be activated on an agreed date for the launch of the Service (mentioned on the Service registration form), insofar as the preconditions are satisfied and the activation date is realistic. In the event of the non-satisfaction or incomplete satisfaction of the preconditions, Flowbird shall suggest a new date for the activation of the Service, which must be consistent with the date on which the preconditions will be satisfied
2. During the activation of the Service the Customer must ensure the full availability of a manager, who is an employee of the Customer and has knowledge of and access to all information associated with the Service.
3. After activation, Flowbird shall notify the Customer of the official launch of the Service.

SUPPORT

Flowbird shall provide a support service in accordance with the conditions described in Annex 3, "Service Availability and Levels".

In this connection, Flowbird shall:

1. Provide access to the technical support service to assist the Customer to reply to and advise the user on the questions associated with the WAYTOPARK app Service;
2. Ensure that the technical support is available during business hours 8:00AM and 8:00PM EST Monday through Friday excluding company holidays;
3. Ensure that the technical support can be reached via a telephone number at the local call rate;
4. Monitor the performance and supply of the WAYTOPARK app Service.

UPGRADE MAINTENANCE

Flowbird is entitled to modify the Service.

Flowbird shall be responsible for the corrective and upgrade maintenance of the WAYTOPARK app Service. In this case, Flowbird can suspend the supply of the Service in the conditions defined in this agreement.



ANNEX 2

PRICING CONDITIONS

SERVICE FEES

The Service Fee is [.35¢] per transaction to the end user, with [\$0.00] going to the City.

REVISION OF PRICES

Flowbird reserves the right to increase or decrease the Service Fee on an annual basis. Written notification will be provided to Customer at least ninety (90) days prior to a price revision.

ANNEX 3

SERVICE AVAILABILITY AND LEVELS (SLA)

This SLA defines the Service Level to which Flowbird is committed and the financial liability of Flowbird to Customer in the event of the non-attainment of the Service Level. This SLA pertains specifically to the WAYTOPARK app Service.

As regards the service levels as defined in following Articles 4 and 6, the average response time and/or the average availability are understood as average values calculated for all Customers for the given period.

ARTICLE 1 - MAINTENANCE OF THE WAYTOPARK APP SERVICE

- 1.1 Flowbird shall send Customer an e-mail informing the latter of any major modification having an impact on the functionalities of Customer's account. This e-mail shall contain a description of these modifications.
- 1.2 Flowbird shall do its utmost to deliver good backward compatibility of the new versions of the interfaces that can be used by the Customer's applications.
- 1.3 The procedures described in Articles 1.1 and 1.2 above do not apply to urgent corrections of bugs or made for reasons of security or required directly or indirectly by Financial Institutions, or governmental or legal authorities.
- 1.4 Unavailability associated with the maintenance of the Service shall, if possible, be scheduled during periods of low traffic. In principle, this maintenance shall not exceed an average of 4 hours per month. However, this average monthly maintenance duration can be exceeded once each quarter, by at most 8 hours. Customer shall be informed in writing at least 48 hours prior to the beginning of the maintenance activities, except in the case of Article 1.3 above.

ARTICLE 2 - MONITORING OF THE SERVICE

- 2.1 The Service is monitored in two ways:
 - Active monitoring: Flowbird's automatic procedures, which periodically test the availability of the main system and its functionalities. These active monitoring processes include the alert and escalation mechanisms needed for Flowbird's technical support department to be informed as quickly as possible.
 - Passive monitoring: Customer is able to notify, 24 hours a day, an incident associated with the use of the Service. Outside the Help Desk's working hour time slots, this notification shall be made by e-mail to the address [i us-support@flowbird.group](mailto:us-support@flowbird.group)
- 2.2 Customer undertakes not to use the active monitoring system in order to avoid a possible disturbance of the Service's performance due to unnecessary overload.

ARTICLE 3 - AVAILABILITY OF THE SERVICE

During the days and time slots in which parking is not free of charge, Flowbird shall take measures to enable:

- The User Service to be operational 24 hours a day, except for scheduled maintenance.
- Transactional flows to be recorded every day without loss of data
- The Service to be open to users during paid parking times, except for scheduled maintenance.
- The Service via the Internet site for users to be operational 24 hours a day, except for scheduled maintenance.
- The management and monitoring service via the interfaces connected to the system to be operational, Monday to Friday, from 8:00AM to 8:00PM EST, excluding company holidays.
- The service for the verifying carried out by parking enforcement officers to be operational throughout the activity period of the services of the City's Police force (working hours).
- The Service for access by law enforcement personnel to be operational 24 hours a day, except for scheduled maintenance.

Unavailability of the Service is defined as the period during which the majority of Customer's users are unable to place new authorisation or payment transactions via the Service. It is also agreed that the service shall be considered unavailable if the response time as defined in Article 4 below exceeds 60 seconds for the majority of the Customer's users.

- 3.1 Flowbird offers 98% availability of the Service, on a monthly basis, although the situations mentioned in Article 3.2 are excluded. Customer can, if it expressly requests this, obtain the transmission of an SLA report covering a given month, to enable it to monitor the level of performance compared to the SLA.
- 3.2 Unavailability excludes the following situations, which therefore do not give rise to the right to any compensation:
- Errors following the configuration based on incorrect information supplied by Customer,
 - Supply by Customer or its users of incorrect or incomplete data needed by Flowbird to properly execute a transaction,
 - Scheduled unavailability due to maintenance, insofar as executed in accordance with Article 1 of this SLA,
 - Failures by Customer or by its users to comply with Flowbird 's procedures,
 - Malfunction of the equipment of Customer or of its users,
 - Unavailability of telecommunications lines,
 - Unavailability of Internet access,
 - Unavailability of the acquirer's authorisation equipment,
 - Force majeure,
 - Unavailability resulting from a bug that could have been easily detected by Customer during the test phase, if it had carried out a few basic tests during the Service's pre-activation period.

3.3 Notification and beginning of an incident

Customer shall inform Flowbird of the existence of an incident:

- During working hours: by telephone and by assistance request ticket. (See [Article 5](#), Technical assistance below) The unavailability time shall commence as of the moment in which the assistance request ticket is created. In the event that the receiving procedure that permits the creation of assistance request tickets is unavailable, the unavailability time shall commence as of the telephone call to the Flowbird technical support department.
- Outside working hours: by e-mail, only to the address us-support@flowbird.group. The unavailability time is only counted over the Technical Support's time slot worked, i.e. 8:00AM to 8:00PM EST, Monday to Friday excluding company holidays.

3.4 If the duration of the incident is less than 15 minutes, the unavailability time is not counted for the purposes of the application of Article 3.

3.5 If two (2) consecutive unavailability periods of less than 15 minutes, occurring for an identical reason, are separated by a short period of availability (less than 15 minutes AND a total duration of less than the duration of the periods of unavailability), the two unavailability periods shall be considered as a single unavailability period, commencing with the beginning of the first unavailability period and ending at the end of the last unavailability period.

ARTICLE 4 - RESPONSE TIME

4.1 Flowbird guarantees an average monthly response time of its online payment authorization process of less than twenty (20) seconds for all of its debit or credit card transactions. However, certain exceptions could exist, associated with specific acquirer connections. In that case, Flowbird would indicate it to Customer on a case-by-case basis. This applies only to online transactions transmitted individually to the Flowbird payment service provider and excludes any transaction consolidation mechanism.

4.2 Response time is measured from time of receipt of the payment request by Flowbird until the sending by Flowbird of the result of the payment request to the initiator of this request.

ARTICLE 5 - TECHNICAL ASSISTANCE

Technical assistance is provided by telephone (see the service telephone numbers available on the contact page) and by e-mail, from 8:00AM until 8:00PM EST, excluding legal holidays and Company published holidays.

ARTICLE 6 - SEVERITY LEVEL AND RESOLUTION

Flowbird undertakes to restore basic functionalities, or at least, to communicate an action plan for resolution, within the time limits defined below. The time limit is assessed as of the time that Flowbird becomes aware of the problem. If the analysis of a problem concludes that the latter results from improper use of the system or of a part of the system by the Customer, Flowbird shall maintain the level of severity and shall strive to keep to the time limit defined below. In such a case, Flowbird nevertheless reserves the right to apply a specific price for this resolution and to increase the intervention time.

Severity	Description	Intervention time commitment vs. Technical Support Working hours	
		During	Outside
CRITICAL	A problem, the impact of which on Customer's commercial operations is critical, namely, if it is not possible to make parking purchases via WAYTOPARK app.	4 hours	4 hours as of the subsequent working hours
MAJOR	- A problem of configuration or updating having an impact on the supervisory functionalities (loss or modification) or triggering a loss or a modification of key information. - A problem having an impact on access to the supervisory service	6 hours	6 hours as of the subsequent working hours
MINOR	A problem giving rise to the loss or modification of non-major information.	24 hours	36 hours
SUPERFICIAL	A configuration modification request, or any other problem, the impact of which on Customer's commercial operations is limited.	36 hours	48 hours

ANNEX 4

CORPORATE STYLE GUIDE

flowbird.

flowbird.
mobile parking





Exhibit A

Flowbird - Confidential Quotation

For: City of Deerfield Beach

Quote Issued: August 25, 2020

Quote Expires: October 13, 2020

Quote Name: Upgrade, Refresh and Extension

Quote ID: 582

General Information

Bill To:

City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, Florida, 33441

Contact:

City of Deerfield Beach

Prepared By:

Scott Fox

Prepared For:

Harvey Figueroa

On-Going Services

Flowbird five-year cost table for On-Going Services

Product Name	Quantity	Sales Price	Year One Total	Year Two Total	Year Three Total	Year Four Total	Year Five Total
WebOffice Professional Edition <i>Includes:</i> <i>Configuration</i> <i>Maintenance alarms alerts to cell phone</i> <i>Pay Station Mapping (Google Maps)</i> <i>Reporting (standard and analytical)</i> <i>Credit Card Gateway</i> <i>Cellular Communication Fees</i> <i>24/7 Support</i>	47	\$624.00	\$29,328.00	\$29,328.00	\$29,328.00	\$29,328.00	\$29,328.00
PartSmart Parts Exchange <i>Extended hardware warranty.</i>	47	\$360.00	\$16,920.00	\$16,920.00	\$16,920.00	\$16,920.00	\$16,920.00
Annual Total			\$46,248.00	\$46,248.00	\$46,248.00	\$46,248.00	\$46,248.00

All prices stated are exclusive of taxes and shipping costs unless specifically itemized in this quotation. Customer is responsible for all taxes or providing proof of tax-exempt status. By accepting this order, Customer agrees to be bound by all applicable terms and conditions or terms of existing contract(s) between Customer and Flowbird for the same products and services, if any:



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-554

Agenda Date: 9/14/2020

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING DIVISION 1 "GENERALLY" OF ARTICLE II "STOPPING, STANDING, PARKING" OF CHAPTER 66 "TRAFFIC AND VEHICLES" SECTION 66-41 "PARKING CITATIONS AND PENALTIES" OF THE CITY CODE TO PROVIDE FOR THE ESTABLISHMENT OF ENHANCED PARKING ENFORCEMENT AND COLLECTION PROGRAMS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for October 6, 2020

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Account Name: Parking Authority-Printing

Account Number: 001-30-3008-545-3902

Background/History

Pursuant to Section 66-41 of the City Code, parking violation fines for which full payment is not received within 10 calendar days from the date of issuance are subject to a \$15 late fee. If full payment is not received within 30 calendar days of issuance, an additional \$20 late fee is added, for a total of \$35 in late fees.

Current Activity

City staff is proposing to amend the City Code to allow for the establishment of enhanced parking enforcement and collection mechanisms, including waiver of late fees under certain conditions. If approved, City staff will be proposing and presenting to the Commission, at a later date, an amnesty program providing for a waiver of late fees for people with only one outstanding parking citation.

Recommendation

Approve ordinance on first reading.

ORDINANCE NO. 2020/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING DIVISION 1 “GENERALLY” OF ARTICLE II “STOPPING, STANDING, PARKING” OF CHAPTER 66 “TRAFFIC AND VEHICLES” SECTION 66-41 “PARKING CITATIONS AND PENALTIES” OF THE CITY CODE TO PROVIDE FOR THE ESTABLISHMENT OF ENHANCED PARKING ENFORCEMENT AND COLLECTION PROGRAMS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, pursuant to Section 66-41 of the City Code, parking violation fines for which full payment is not received within 10 calendar days from the date of issuance will be subject to a \$15 late fee, and a \$20 late fee if not received within 30 calendar days of issuance, for a total of \$35 in late fees; and

WHEREAS, City staff is proposing to amend the City Code to allow for the establishment of enhanced parking enforcement mechanisms, including waiver of late fees under certain conditions; and

WHEREAS, the City Commission has determined that it is in the best interests of the City to amend Section 66-41 of the City Code to provide for the establishment of enhanced parking enforcement and collection programs.

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 66 “Traffic and Vehicles,” Article II “Stopping, Standing, Parking,” Division 1 “Generally,” Section 66-41 “Parking Citations and Penalties” of the City Code of Ordinances is hereby amended to read as follows:¹

Chapter 66 – TRAFFIC AND VEHICLES

ARTICLE II – STOPPING, STANDING, PARKING

DIVISION 1 – GENERALLY

Sec. 66-41. – Parking Citations and Penalties.

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough~~.

(j) The City Commission may, by resolution, establish programs to implement enhanced parking enforcement and collection mechanisms, including but not limited to the waiver of late fee penalties under certain conditions.

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. 2020-549

Agenda Date: 9/14/2020

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING DIVISION 1 "GENERALLY" OF ARTICLE VI "CODE ENFORCEMENT" OF CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE BY CREATING SECTION 2-347 "NEIGHBORHOOD IMPROVEMENT PROGRAM" TO ESTABLISH A NEIGHBORHOOD IMPROVEMENT PROGRAM TO ASSIST QUALIFIED RESIDENTIAL HOMEOWNERS THAT HAVE BEEN CITED BY CODE COMPLIANCE IN MAKING REPAIRS TO THEIR HOMES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for October 6, 2020

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Code Compliance Division issues notices of violations and citations to homeowners of properties within the City that are in disrepair. The property owner receiving a notice of violation is then brought before the special magistrate to determine whether a City Code violation exists, provide a time frame for correction, and in the event the Code violation is not corrected within the specified time frame, provide for the imposition of fines. Regardless of how much time is provided to correct the City Code violation, there are times when it is evident that the property owner does not have the necessary means to correct the violation because they are physically unable to make the repair, do not have the financial means to make the repair or both.

Current Activity

City staff is proposing the creation of the Neighborhood Improvement Program (the "NIP Program") to assist eligible homesteaded residential property owners within the City that have been cited by Code Compliance to perform the work needed to correct the cited code violation. In order to receive assistance through the Program, property owners will need to meet the eligibility requirements under the NIP Program policies and procedures to be established by the City Manager or designee and agree to the conditions of the NIP Program.

Staff is proposing that the type of work that will be performed under the NIP Program will be related to the minimum standards set forth in Article IV – Property Exterior Maintenance Code and the minimum standards set forth in Section 98-80 – Landscape Requirements of the City Code, provided that a building permit is not needed to make the repair. Examples include sod and tree planting, house painting, driveway resurfacing and garbage and debris clean up.

The City receives moneys from the payment of fines imposed by the special magistrate, moneys collected by the City related to lien mitigation and foreclosure of special magistrate imposed liens (collectively, the "Funds"). Fifty-percent of the Funds are to be placed in the Target Area Trust Fund established in Section 2-344 of the City Code. Staff wishes to utilize the Funds placed in the Target Area Trust Fund to support the NIP Program within the Target Area. Staff wishes to utilize some of the other fifty-percent of the Funds to support the NIP Program City-wide.

Upon approval of this Ordinance, standard operating policies and procedures and an application will be created to implement and monitor the NIP Program.

Recommendation

City staff recommends approval.

ORDINANCE NO. 2020/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING DIVISION 1 “GENERALLY” OF ARTICLE VI “CODE ENFORCEMENT” OF CHAPTER 2 “ADMINISTRATION” OF THE CITY CODE BY CREATING SECTION 2-347 “NEIGHBORHOOD IMPROVEMENT PROGRAM” TO ESTABLISH A NEIGHBORHOOD IMPROVEMENT PROGRAM TO ASSIST QUALIFIED RESIDENTIAL HOMEOWNERS THAT HAVE BEEN CITED BY CODE COMPLIANCE IN MAKING REPAIRS TO THEIR HOMES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the City’s Code Compliance Division issues notices of violations and citations to homeowners of properties within the City that are in disrepair; and

WHEREAS, the property owner receiving a notice of violation is then brought before the special magistrate to determine whether a City Code violation exists, provide a time frame for correction, and, in the event the Code violation is not corrected within the time specified, provide for the imposition of fines; and

WHEREAS, regardless of how much time is provided to correct the City Code violation, there are times when it is evident that the property owner does not have the necessary means to correct the violation because they are physically unable to make the repair, do not have the financial means to make the repair or both; and

WHEREAS, City staff is proposing the creation of the Neighborhood Improvement Program (the “NIP Program”) to assist eligible homesteaded residential property owners within the City that have been cited by Code Compliance to perform the work needed to correct the cited code violation; and

WHEREAS, in order to receive assistance through the Program, property owners will need to meet the eligibility requirements under the NIP Program policies and procedures to be established by the City Manager or designee and agree to the conditions of the NIP Program; and

WHEREAS, the City receives moneys from the payment of fines imposed by the special magistrate, moneys collected by the City related to lien mitigation and foreclosure of special magistrate imposed liens (collectively, the “Funds”); and

WHEREAS, fifty-percent of the Funds are to be placed in the Target Area Trust Fund established in Section 2-344 of the City Code; and

WHEREAS, Staff desires to utilize the Funds placed in the Target Area Trust Fund to support the NIP Program within the Target Area; and

WHEREAS, Staff wishes to utilize some of the other fifty-percent of the Funds to support the NIP Program City-wide; and

WHEREAS, the City Commission has determined that it is in the best interests of the City to create City Code Section 2-347 as provided herein to establish the NIP Program.

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 VI “Code Enforcement,” Division 1 “Generally” of the City Code of Ordinances is hereby amended by creating Section 2-347 “Neighborhood Improvement Program,” to read as follows:¹

Chapter 2 – ADMINISTRATION

ARTICLE VI – CODE ENFORCEMENT

DIVISION 1 – GENERALLY

Sec. 2-347. – Neighborhood Improvement Program.

The City hereby establishes a Neighborhood Improvement Program (the “NIP Program”). The NIP Program assists qualified owners of homesteaded residential properties in the City that have been cited by Code Compliance to perform the work needed to correct the cited code violation(s). The City Manager or designee is authorized to establish policies and procedures to implement the NIP Program. Residents must be qualified for the NIP Program in accordance with the NIP Program policies and procedures and must agree to the conditions for participation in the Program. Funds from the Target Area Trust Fund established in City Code Section 2-344 may be used to support the NIP Program within the Target Area.

Section 3. The City Manager is hereby authorized to create and implement NIP Program policies and procedures. The appropriate City officials are authorized to do all things necessary and expedient to establish and implement the NIP Program.

Section 4. All Sections or parts of Sections of the City 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 5. 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,

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough~~.

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 6. 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 7. That this Ordinance shall be effective immediately upon adoption on second reading.

PASSED 1ST READING ON THIS _____ DAY OF _____, 2020.

PASSED 2ND READING ON THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-584

Agenda Date: 9/14/2020

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, urging and requesting the United States Congress to continue to fund the Federal portion of Unemployment Assistance Programs; providing conflicts and 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

COVID-19 has caused major disruptions to the state and local economy, forcing many businesses to temporarily close and many workers to be laid off or furloughed by businesses and local governments. It has been reported that more than 32 million Americans are currently receiving some form of unemployment benefits. The Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), signed into law on March 27, 2020, expands reemployment assistance benefits in Florida. The CARES Act includes the Federal Pandemic Unemployment Compensation ("FPUC"), which provides an additional \$600.00 per week to any individual eligible under Florida law for reemployment assistance or federal unemployment programs and is available for weeks claimed from March 29, 2020 through July 25, 2020, in addition to the funds owed under Florida law to eligible individuals. It also includes the Pandemic Unemployment Assistance ("PUA"), which provides up to \$275.00 in weekly benefits to those not ordinarily eligible for reemployment assistance, including individuals who are self-employed or contract employees, in addition to the FPUC funding, and for those eligible, this benefit is available for weeks claimed from February 2, 2020 through December 26, 2020. Additionally, the CARES Act provides another major program entitled the Pandemic Emergency Unemployment Compensation ("PEUC"), which provides up to \$275.00 in weekly benefits and allows up to an additional 13 weeks of benefits added to the end of state reemployment assistance benefits, in addition to the FPUC funding.

Current Activity

At the end of July, the benefits authorized by the CARES Act expired without action from Congress and without it, experts say the economic recession will likely worsen. Continued high unemployment rates throughout Florida demonstrate the need to continue funding unemployment assistance programs to financially assist the citizens of this state. The City of Deerfield Beach calls on Congress to continue federal funding of the unemployment assistance programs to help stabilize the economy and prevent

drastic circumstances for the middle class workers and families in our communities.

Recommendation

Approval is recommended.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, URGING AND REQUESTING THE UNITED STATES CONGRESS TO CONTINUE TO FUND THE FEDERAL PORTION OF UNEMPLOYMENT ASSISTANCE PROGRAMS; PROVIDING CONFLICTS AND FOR AN EFFECTIVE DATE

WHEREAS, COVID-19, a respiratory illness caused by a virus that spreads rapidly from person to person and may result in serious illness or death, constitutes a clear and present threat to the lives, health, welfare, and safety of the people of the City of Deerfield Beach; and

WHEREAS, on March 1, 2020, Governor DeSantis issued Executive Order 20-51, directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 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, the nation's unemployment insurance program was established in the 1930's to protect unemployed workers until they are able to find employment; and

WHEREAS, COVID-19 has caused major disruptions to the state and local economy, forcing many businesses to temporarily close and many workers to be laid off or furloughed by businesses and local governments; and

WHEREAS, it has been reported that more than 32 million Americans are currently receiving some form of unemployment benefits; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), signed into law on March 27, 2020, expands reemployment assistance benefits in Florida; and

WHEREAS, the CARES Act includes the Federal Pandemic Unemployment Compensation ("FPUC"), which provides an additional \$600.00 per week to any individual eligible under Florida law for reemployment assistance or federal unemployment programs and is available for weeks claimed from March 29, 2020 through July 25, 2020, in addition to the funds owed under Florida law to eligible individuals; and

WHEREAS, the CARES Act also includes the Pandemic Unemployment Assistance ("PUA"), which provides up to \$275.00 in weekly benefits to those not ordinarily eligible for reemployment assistance, including individuals who are self-employed or contract employees, in addition to the FPUC funding, and for those eligible, this benefit is available for weeks claimed from February 2, 2020 through December 26, 2020; and

WHEREAS, the CARES Act also provides another major program entitled the Pandemic Emergency Unemployment Compensation (“PEUC”), which provides up to \$275.00 in weekly benefits and allows up to an additional 13 weeks of benefits added to the end of state reemployment assistance benefits, in addition to the FPUC funding; and

WHEREAS, at the end of July, the benefits authorized by the CARES Act expired without action from Congress and without it, experts say the economic recession will likely worsen; and

WHEREAS, continued high unemployment rates throughout Florida demonstrate the need to continue funding unemployment assistance programs to financially assist the citizens of this state; and

WHEREAS, it is unreasonable to reduce unemployment assistance programs while unemployment rates remain high and to cause economic hardship for millions of workers who have no control over and no responsibility for economic downturns; and

WHEREAS, the City of Deerfield Beach calls on Congress to continue federal funding of the unemployment assistance programs to help stabilize the economy and prevent drastic circumstances for the middle class workers and families in our communities.

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 urges and requests Congress to continue to fund the federal portion of unemployment assistance programs in the State of Florida to assist the citizens of the City of Deerfield Beach, Broward County, and throughout the State of Florida during the economic emergency caused by COVID-19.

Section 3. The City Commission hereby directs the City Clerk’s Office to transmit a copy of this Resolution to the Broward League of Cities, the Florida League of Cities, the United States Congressional Delegation from Florida, Senator Rick Scott, Senator Marco Rubio, Congresswoman Debbie Wasserman Schultz, Congressman Ted Deutch, and any other interested parties.

Section 4. That all Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict

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