



Deerfield Beach Florida

Special 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

Thursday

October 8, 2020

7:45 PM

CALL TO ORDER & ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

October 8, 2020

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/87497831682?pwd=MIBSV2U4M3dBdGdNbWEreUtkMkhCdz09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 874 9783 1682#

Participant ID: #

Passcode: 068244#

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

Attachment: Zoom Instructions

DEPARTMENTAL BUSINESS

1. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the settlement agreement with the Town of Hillsboro Beach to settle the litigation styled *Town of Hillsboro Beach vs. City of Deerfield Beach*; authorizing execution of the necessary documents to effectuate the settlement; providing for severability, conflicts 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 Settlement

2. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a settlement of the lawsuit of John Quitoni in the amount of \$12,500.00; authorizing execution of documents necessary to effectuate the settlement; and providing for an effective date. (*Funds from Account #606-0900-519-37-70 - General Liability Legal*)**

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: John Quitoni Settlement

ADDENDUM

3. **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 November 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

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, October 20, 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.



Virtual Special City Commission Meeting - October 8, 2020

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that a **Special City Commission** meeting will be held on **Thursday, October 8, 2020, at 7:45 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 October 8, 2020, Special 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 October 8, 2020 special 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. In Person Attendance.** Attend in person in the City Commissioner Chambers adhering to social distancing protocols, face covering requirements and temperature checks at entry.
- 2. Zoom**
 - a. Via Zoom Online** - Access to the meeting will begin at 7:40 PM on October 8, 2020.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/87497831682?pwd=MIBSV2U4M3dBdGdNbWEreUtKMkhCdz09>
 - 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: 874 9783 1682#, Participant ID: #, Password: 068244#

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

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. **In person** - Public comment may be given in the Commission chambers during the applicable public comment portion of the meeting.
2. **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.
3. **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.
4. **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. 2020-650

Agenda Date: 10/8/2020

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 settlement agreement with the Town of Hillsboro Beach to settle the litigation styled *Town of Hillsboro Beach vs. City of Deerfield Beach*; authorizing execution of the necessary documents to effectuate the settlement; providing for severability, conflicts and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach and the Town of Hillsboro Beach are coastal communities that border on the Atlantic Ocean, with Hillsboro Beach being located adjacent to and immediately south of Deerfield Beach. In the past, the parties have worked on joint beach renourishment projects.

Current Activity

Hillsboro Beach filed suit against Deerfield Beach in Broward County Circuit Court, Case Number Case No. 17-007784 (08), seeking to enforce permits issued to Deerfield Beach by the Board of Trustees of the Internal Improvement Trust Fund regarding certain erosion control structures that were constructed in the 1950s and 1960s (the "Litigation").

The parties have negotiated a Settlement Agreement, attached as Exhibit "A" to the agenda item, which is intended to resolve all issues raised in the Litigation or related to the subject matter of the Litigation.

A memo from the City Attorney's Office summarizing the Settlement Agreement is forthcoming.

Recommendation

Staff recommends consideration.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT WITH THE TOWN OF HILLSBORO BEACH TO SETTLE THE LITIGATION STYLED *TOWN OF HILLSBORO BEACH VS. CITY OF DEERFIELD BEACH*; AUTHORIZING EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE THE SETTLEMENT; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach and the Town of Hillsboro Beach are coastal communities that border on the Atlantic Ocean, with Hillsboro being located adjacent to and immediately south of Deerfield; and

WHEREAS, Hillsboro Beach filed suit against Deerfield Beach in Broward County Circuit Court, Case Number Case No. 17-007784 (08), seeking to enforce permits issued to Deerfield Beach by the Board of Trustees of the Internal Improvement Trust Fund regarding certain erosion control structures that were constructed in the 1950s and 1960s (the “Litigation”); and

WHEREAS, the parties have negotiated a Settlement Agreement, attached as Exhibit “A,” which is intended to resolve all issues raised in the Litigation or related to the subject matter of the Litigation.

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 Settlement Agreement with the Town of Hillsboro Beach, attached as Exhibit “A”.

Section 3. That the Mayor and City Manager are authorized to execute the Settlement Agreement, 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. That the appropriate City officials are authorized to execute all documents deemed necessary by the City Attorney, and to do all things necessary, to implement the intent of this Resolution.

Section 5. 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 6. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 7. 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

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Settlement Agreement” or “Agreement”) is entered into between the Town of Hillsboro Beach (the “Town” or “Hillsboro”), and the City of Deerfield Beach (the “City” or “Deerfield”) (collectively, the “Parties”) with an effective date as described herein.

WHEREAS, Hillsboro is a municipal corporation and body politic within the State of Florida located in Broward County, Florida.

WHEREAS, Deerfield is a municipal corporation and body politic within the State of Florida located in Broward County, Florida.

WHEREAS, Deerfield and Hillsboro are coastal communities that border on the Atlantic Ocean, with Hillsboro being located adjacent to and immediately south of Deerfield.

WHEREAS, a number of erosion control structures (“Structures”) were constructed by Deerfield in the 1950s and 1960s pursuant to permits from the Board of Trustees of the Internal Improvement Trust Fund (“Trustees”).

WHEREAS, Hillsboro filed suit against Deerfield in Broward County Circuit Court, Case Number Case No. 17-007784 (08), seeking to enforce the permits issued to Deerfield by the Trustees (the “Litigation”).

WHEREAS, the Parties desire to settle the Litigation and to avoid future litigation on these issues because it is in the best interest of both, without any admission of error, liability, or wrongdoing.

WHEREAS, the Parties have identified a mutually beneficial solution, without attribution of cause, and recognize that it is to their mutual benefit, and the benefit of the public, to work cooperatively to implement that solution.

WHEREAS, the parties have settled upon a shared solution, and cooperation on engineering, permitting, funding, monitoring, management, maintenance and renourishment of Deerfield and Hillsboro’s beaches.

WHEREAS, this settlement agreement is intended to and shall resolve all issues raised in the Litigation or related to the subject matter of the Litigation.

WHEREAS, the Parties desire to cooperate on maintaining public access and free passage along the shoreline of Deerfield Beach and Hillsboro Beach to the extent required

by state law and to increase the possibility of receiving local, state and federal third party funding for beach management, maintenance and nourishment, only in accordance with the terms of this Agreement.

WHEREAS, the Parties agree to manage their combined shoreline, cooperate and coordinate their beach management activities, and to increase the possibility of establishing a longer life for renourishments, and receiving local, state and federal third party funding for beach management, maintenance and nourishment, only to the extent, and based upon the terms, set forth below.

WHEREAS, the Parties agree to jointly manage the beach and sediment regionally, approach, jointly or after consultation, independently, the City of Boca Raton, the Hillsboro Inlet District, Broward County, the State of Florida and the federal government to foster regional cooperation on regional sediment management issues, and to increase the possibility of receiving local, state and federal third party funding for beach management, maintenance and nourishment, only to the extent, and based upon the terms, set forth below.

WHEREAS, the Parties agree to meet regularly, and if needed on an emergency basis, to provide for a well-managed, maintained and nourished beach in Hillsboro and Deerfield, and to increase the possibility of receiving local, state and federal third party funding for beach management, maintenance and nourishment, and to foster cooperation on regional sediment management issues, only to the extent, and based upon the terms, set forth below.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree, as follows:

- I. **Recitals.** The foregoing recitals are incorporated herein by reference; provided however, that to the extent any conflict may exist, the terms of the Agreement below shall take precedence over the recitals.
- II. **Effective Date.** This Agreement shall become effective on the date it is executed by all the Parties. The last date of execution by all the Parties shall be known as the “Effective Date” of this Agreement.
- III. **Definitions.** The terms used in this document are defined as follows:
 - a. “Agreement” or “Settlement Agreement” means this agreement to settle the Litigation as of the Effective Date.
 - b. “City” or “Deerfield” means the City of Deerfield Beach, a municipal corporation and body politic within the State of Florida located in

Broward County, Florida.

- c. “Claims” means all issues raised in the Litigation or related to the subject matter of the Litigation.
- d. “Corps” means the United States Army Corps of Engineers.
- e. “Effective Date” means the last date of execution of this Agreement by all the Parties.
- f. “FEMA” means the Federal Emergency Management Agency, or its successor agency.
- g. “FEMA Project” means, as more particularly described in Section IV.e, a renourishment project to address storm damage that is undertaken by Hillsboro Beach and/or Deerfield Beach with beach compatible sand using third party funds from the Federal Emergency Management Agency, or its successor agency.
- h. “Gross Cost” means all costs prior to application of Third Party Funds.
- i. “Litigation” means the suit filed by Hillsboro against Deerfield in Broward County Circuit Court, Case Number Case No. 17-007784 (08), seeking to enforce the permits issued to Deerfield by the Trustees for the Structures.
- j. “Net Costs” means all costs remaining after the application of Third Party Funds.
- k. “Parties” means Deerfield and Hillsboro collectively.
- l. “Project Management” means procurement and contracting; engineering; permitting; applying for local, state and federal third party funding; but shall not include work performed by City or Town employees.
- m. “Renourishment Project” means a joint renourishment project undertaken by Hillsboro Beach and Deerfield Beach as described by Section IV.
- n. “Revetment” means the portion of the sloping rock or boulder structures placed on Deerfield’s shore to absorb the energy of incoming water that is located within Deerfield landward of the last two Structures adjacent to the Deerfield and Hillsboro border.
- o. “Sand Costs” means all costs to purchase and place sand during a Renourishment Project, including, without limitation, costs for acquisition,

filtering, transportation, delivery, and mobilization, but not including costs for work performed by City or Town employees.

- p. “Semi-Annual Beach Monitoring” means the monitoring in May and November pursuant to the physical monitoring plan in the permits for the most recent Project, as more fully described in Section IV.c of this Agreement.
- q. “Soft Costs” means costs associated with any Renourishment Project other than Sand Costs, including, but not limited to, the cost of Project Management. Soft Costs shall not include costs for work performed by City or Town employees.
- r. “Structures” means the erosion control structures that were constructed by Deerfield in the 1950s and 1960s pursuant to permits from the Trustees.
- s. “Third Party Funds” or “Third Party Funding” means funding obtained from third parties other than the City or the Town, including, but not limited to, local, state and federal sources.
- t. “Town” or “Hillsboro” means the Town of Hillsboro Beach, a municipal corporation and body politic within the State of Florida located in Broward County, Florida.
- u. “Trustees” means the Board of Trustees of the Internal Improvement Trust Fund.

IV. Settlement Terms. The Parties agree to settle the Litigation upon the following terms:

- a. Joint Coordinated Beach Renourishment.
 - i. The parties agree to jointly perform, in coordination with each other, Renourishment Projects every 5 years during the term of this Agreement (except as provided in IV.a) with a minimum design life of 5 years, for a total of up to 6 Renourishment Projects, so that the following Beach Profiles are achieved in the City and the Town at the conclusion of each Renourishment Project:
 - 1. Deerfield Beach Profile. Nourish the beach with beach compatible sand so that the groins and rubble mounds in the South Sector from SE 6th Street to SE 10th Street are buried by sand at the conclusion of each Renourishment. Nothing herein shall be construed as requiring Deerfield to ensure

that the groins and rubble mounds in the South Sector are buried by sand at any time other than immediately at the conclusion of each Renourishment Project.

2. Hillsboro Beach Profile. Nourish the beach with beach compatible sand from the Town line at SE 10th Street (approximately R-6.7) to approximately R-9.
- ii. Construction Date. The Parties agree that the anticipated construction date of the first Renourishment Project is between 2021 and 2023, and Renourishment Projects will take place every 5 years thereafter unless the Renourishment Project is deemed premature by the coastal engineers for both parties, or that it should take place at other times mutually agreed to by the Parties, in accordance with Section IV(a)(i), above.
- iii. Project Management. Hillsboro and Deerfield agree to jointly perform Project Management in coordination with each other. Deerfield shall be kept informed of Project Management activities through its City Manager or his or her designee, and Hillsboro shall be kept informed through its Town Manager or his or her designee. In the event the Parties have a disagreement over Project Management that they are unable to resolve, the Parties shall resolve the disagreement utilizing the Reviewing Consultant process in Section IV.d.
- iv. Selection Committee. The Parties will select the Renourishment Project contractor(s) in accordance with the qualifications-based selection process outlined in Section 287.055, Florida Statutes, as it may be amended from time to time or any superseding Florida Statute. The Selection Committee shall consist of the Hillsboro Beach Town Manager and the City of Deerfield Beach City Manager, or their designees, and one additional member from each of the Parties, for a total of two members from Hillsboro Beach and two members from Deerfield Beach.

The Selection Committee is authorized to review and rank proposals and issue a recommendation to the Parties. The Hillsboro Beach Commission and the Deerfield Beach Commission shall then meet in a joint session to discuss and approve a proposal, or reject all of them. In the event that the Commissions reject all proposals, they may vote to solicit and advertise for other qualified bids.
- v. Costs for Beach Renourishment. The Parties agree to use best

efforts to reduce the costs for Beach Renourishment by using the least expensive source of beach compatible sand and maximizing Third Party Funding for both Parties. The Parties agree, to the extent possible, to first apply Third Party Funds towards all Soft Costs, with remaining Third Party Funds being applied to Sand Costs.

However, Third Party Funds a Party receives from FEMA for a FEMA Project will apply only to that Party's Soft or Sand Costs subject to any limitation imposed by regulation or law.

In the event that Third Party Funds cannot be applied in whole or in part to a Renourishment Project due to the non-public status of any beach area or portion of any beach area, then such restricted Third Party Funds will nevertheless be applied to other permissible costs, including Soft Costs or Sand Costs even if only one Party receives a greater reduction of the Net Sand Costs. Nothing herein should be construed to permit the application of funds to any portion of a Renourishment Project that would violate law or conditions imposed as part of the disbursement of Third Party Funds. The Parties agree to pay for their own portion of the Net Sand Costs, based on the percentage of sand placed on each Party's respective Profile. Net Soft Costs will be divided evenly.

vi. Conditions Precedent

1. Monetary Cap

If the Net Cost of any Renourishment Project (after deducting Third Party Funds) shall exceed \$3 million for either Party, as adjusted by the Construction CPI for the Southeast Florida Region from the Effective Date (the "Monetary Cap"), then the renourishment project shall not move forward unless the greater expenditure is agreed to by the party or parties that would need to spend in excess of the Monetary Cap.

In the event that a Renourishment Project does not satisfy the Monetary Cap, the Parties agree to work together in good faith to reduce the scope of the Renourishment Project so that it will satisfy the Monetary Cap.

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2. Third Party Funding.

If the Parties are unable to obtain Third Party Funding to cover at least 50% of the total cost of a Renourishment Project, then that Renourishment Project shall not proceed during that fiscal year (“Year One”) and shall be attempted during the following fiscal year (“Year Two”), unless the Parties otherwise agree in writing.

If, during Year Two, the Parties are still unable to obtain Third Party Funding to cover at least 50% of the total cost of the Renourishment Project, then the Renourishment Project shall not proceed during Year Two and shall be attempted during the following fiscal year (“Year Three”), unless the Parties otherwise agree in writing.

If, during Year Three, the Parties are still unable to obtain Third Party Funding to cover at least 50% of the total cost of the Renourishment Project, then the Parties shall nevertheless proceed with that Renourishment project, subject to the Monetary Cap.

3. Nothing herein shall be construed to prevent the Parties from approving, in writing, a Renourishment Project that does not otherwise satisfy these conditions precedent.

- b. Maintenance of Public Access. Deerfield agrees that it will maintain public access along the shoreline at the Revetment to the extent required by state law.
- c. Semi-Annual Beach Monitoring. The Parties agree to jointly conduct and pay for Semi-Annual beach monitoring in May and November per the physical monitoring plan for the most recently completed Renourishment Project under this Agreement to determine whether, and the extent, a Renourishment Project is necessary. The Semi-Annual Beach Monitoring shall be treated as a Soft Cost. The Parties shall jointly manage the Semi-Annual Beach Monitoring. The Semi-Annual Beach Monitoring should be designed to fulfill the requirements necessary to pursue Third Party Funding (including, but not limited to, potential FEMA or other reimbursement sources should such reimbursement be available to maintain the beach renourishment). Each party shall share the results of this Semi-Annual Beach Monitoring data during the process of obtaining the report, including drafts, and once the report is prepared in final form. Within 30 days of receipt of a report on the Semi-Annual Beach Monitoring data, the designated staff or consultants of the Parties shall meet to review the data and formulate action plans regarding the need for

a Renourishment Project.

- d. Reviewing Consultant. In the event of a technical disagreement between the Parties' coastal engineers or consultants, the Parties shall use the following process to resolve the technical disagreement:
- i. The Party invoking the Reviewing Consultant process described herein shall so notify the other party in writing and, as part of that writing, provide the other party a list of at least three (3) potential Reviewing Consultants to resolve the disagreement. The other Party may select a Reviewing Consultant from that list or propose three alternative Reviewing Consultants, in which case the invoking Party may choose one of the three alternative Reviewing Consultants. If the invoking party does not choose one of the three alternative Reviewing Consultants proposed by the other Party, then each Party shall appoint a Reviewing Consultant and those two Reviewing Consultants shall appoint a third, neutral Reviewing Consultant, and the three shall serve as the Reviewing Consultant.
 - ii. The Parties will jointly engage the Reviewing Consultant and split the cost of the Reviewing Consultant with each Party paying 50% of the costs.
 - iii. The Parties shall jointly meet with the Reviewing Consultant and provide the Reviewing Consultant with information that the Reviewing Consultant deems necessary to resolve the disagreement.
 - iv. The Reviewing Consultant shall provide a written opinion to resolve the disagreement within 30 days of retention of the Reviewing Consultant, or such other time as the Parties may mutually agree.
 - v. The Parties are bound to use the Reviewing Consultant's opinion to resolve the disagreement unless both Parties mutually agree in writing to resolve the disagreement in a different manner from the Reviewing Consultant's opinion.
- e. FEMA Projects. If FEMA funds could be available to fund a FEMA Project, the Parties agree to apply, individually or jointly, for such FEMA funds. The Parties agree to coordinate with each other to jointly coordinate and undertake their FEMA Projects pursuant to any conditions or restrictions applicable to funds received from FEMA. Funds that a Party

receives from FEMA for a FEMA Project may be applied to that Party's Sand Costs at that Party's option and subject to any requirements or limitations imposed by FEMA. FEMA Projects do not qualify as a Renourishment Project under Section IV.a. However, if a FEMA Project is anticipated to take place in the same year that a Renourishment Project would regularly take place, the Parties may combine the FEMA Project with the Renourishment Project.

- f. Regional Sediment Management. Hillsboro and Deerfield shall work cooperatively to achieve the goal of establishing a regional sediment management process, and associated interlocal or other agreements, to maximize Third Party Funding, and to proactively manage the beach and inlet resources on a regional, rather than a municipal, basis that includes all government bodies with authority over the region between Boca Raton Inlet and Hillsboro Inlet — including, but not limited to, the Parties, the City of Boca Raton, the Hillsboro Inlet District, Broward County, Palm Beach County, the State of Florida and the federal government (“Regional Sediment Management”). The staff for the Parties shall meet and discuss the status of their efforts on Regional Sand Management at the same time they meet to discuss the Semi-Annual Beach Monitoring.
- g. Opportunities with Hillsboro Inlet District. Hillsboro shall explore cooperative opportunities with Hillsboro Inlet District to assist Hillsboro and Deerfield in achieving their goals discussed in this Agreement, including, but not limited to, Regional Sediment Management, better management of the Hillsboro Inlet, use of the Hillsboro Inlet and Inlet Ebb Shoal as a sand source, joint participation on projects, and Third Party Funding. Hillsboro shall keep Deerfield informed of such exploration when the staff for the Parties meet to discuss the Semi- Annual Beach Monitoring.
- h. Opportunities with City of Boca Raton. Deerfield agrees to work in good faith to explore cooperative opportunities with the City of Boca Raton to assist Hillsboro and Deerfield in achieving the goals discussed in this Agreement, including, but not limited to, Regional Sediment Management, confirm the the use of best practices for management of the Boca Raton Inlet, use of the Boca Raton Inlet and Inlet Ebb Shoal as a sand source, joint participation on projects, and Third Party Funding. Deerfield shall keep Hillsboro informed of such exploration when the staff for the Parties meet to discuss the Semi- Annual Beach Monitoring.
- i. Dismissal of the Litigation. Within 7 days of the Effective Date, Hillsboro shall file a voluntary dismissal of the Litigation with prejudice. Each Party shall bear its own attorney's fees, costs and expenses associated with the Litigation. This Settlement Agreement is intended to and shall resolve all

the Claims. By executing this Agreement, the Parties acknowledge and agree that all further judicial or administrative action related to the Claims are barred, except that the Parties sole recourse for any Claims shall be to move the Court to enforce the terms of this Settlement Agreement. The court shall retain jurisdiction over the Parties to enforce the terms of this Settlement Agreement.

- j. Consultants. Any agreements with consultants shall contain a provision that requires the consultant to have insurance that names both Deerfield and Hillsboro as additional insureds. Deerfield and Hillsboro agree that consultants working on beach renourishment projects shall be solely responsible for that consultant's negligent acts or omissions. Neither Deerfield nor Hillsboro will seek to hold the other party liable for any act or omission committed by any consultant. The Parties further agree that the Party selecting the consultant shall have no liability whatsoever to the other related to the selection of any consultant as permitted herein.
- k. Temporary Construction Easement. Deerfield agrees to grant Hillsboro a temporary construction easement for construction purposes only, as shown by Exhibit "A" or as otherwise agreed in writing, subject to appropriate surveying to establish the actual boundaries upon 60 days written notice of the need for such temporary construction easement. Any request for a temporary construction easement will be made by the engineers of record for a particular project based upon a determination that there is a need for such an easement for that project. Hillsboro agrees to be responsible for any damage caused in connection with independent construction activities that utilize the easement. Any use of the easement by Hillsboro is contingent upon the approval by Deerfield of a maintenance of traffic plan so as to ensure that traffic and businesses in the vicinity are not materially disrupted.

V. Miscellaneous Provisions.

- a. Notice. All notices, amendments, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by prepaid express overnight courier or messenger service, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses or to such other address(es) as a Party may designate by prior written notice in accordance with this provision to the other Party:

As to the Town: Town of Hillsboro Beach
 1210 Hillsboro Mile

Hillsboro Beach, Florida 33062

With a copy to: Goren, Cherof, Doody & Ezrol, P.A.
(Which Shall Not 3099 East Commercial Boulevard, Suite 200
Constitute Notice) Ft. Lauderdale, Florida 33308
Attn: D.J. Doody, Esq.

As to the City: City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441

With a copy to: Weiss Serota Helfman Cole & Bierman, P.L.
(Which Shall Not 200 E. Broward Blvd., STE 1900
Constitute Notice) Fort Lauderdale, Florida 33301
Attn: Anthony Soroka, Esq.

- b. Authority to Enter Agreement. The Parties represent and warrant that each has the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution and delivery and performance hereof by the Parties has been duly authorized by the governing authority of each of the Parties.
- c. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement also supersedes and replaces all prior representations, statements and understandings between the Parties with respect to the matters and things addressed herein, either written or oral. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
- d. Binding Effect and Term. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, successors and permitted assigns. This Agreement is effective for a term of thirty (30) years from the execution of the first Renourishment Project contract. This Agreement may be renewed by mutual agreement of the parties for up to four additional five-year periods.
- e. Default and Remedy.
 - i. Default. Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or express warranty contained in this Agreement shall constitute a Default under this

Agreement.

- ii. Notice of Default and Opportunity to Cure. Upon occurrence of an alleged Default by any Party, the Parties' respective Town and City Managers shall first meet to discuss and attempt to resolve the alleged Default. If the Parties' respective Town and City Managers are unable to resolve the alleged Default, then the other Party shall deliver written notice to the Party allegedly in Default that identifies the specific nature of the alleged Default. The Party receiving such notice shall have thirty (30) days within which to cure the alleged Default. Provided, that if the alleged Default is of such nature that it cannot be reasonably cured within thirty (30) days, the Party allegedly in Default shall have such additional time as may be reasonably necessary to cure the alleged Default, so long as within said period, the alleged defaulting Party commences the cure and diligently prosecutes such cure until completion.
- iii. Remedy for Default. For any alleged Default not cured as provided in Section IV.e.ii of this Agreement, the non-Defaulting Party may seek injunctive relief or specific performance against the alleged Defaulting Party as the sole remedy. The court retains jurisdiction over the Parties to enforce the terms of this Agreement.
- iv. Mediation. Prior to seeking any legal remedy for a Default as provided in Section V.e.iii of this Agreement, a Party shall be required to mediate the dispute with the Party declared to be in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Party a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within 10 business days after receipt of the notice from the requesting Party, the other Party shall in writing provide notice of either the selection of one of the mediators proposed by the requesting Party or offer a list of three additional mediators for consideration. Within 10 business days of the requesting Party's receipt of the notice of selection or list of alternative mediators, the Parties shall meet for the purpose of selecting one of the mediators proposed by the Parties. Within 20 days after a mediator is agreed upon, a reasonable time and date for the mediation shall be scheduled between the Parties, subject to the chosen mediator's availability, and documented in writing. The location of the mediation shall be at a location mutually selected by the Parties, or at a location in Broward County of the mediator's choosing if the Parties cannot agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their

respective attorney's fees, expert fees and other expenses related to the mediation. Any settlement achieved through mediation shall be made in writing approved by the Parties. If a settlement is not reached within 120 days after the initiation of mediation or, if the mediator declares an impasse, then the Parties may seek any and all legal or equitable remedies for the alleged Default. Mediation under Chapter 164, Florida Statutes, is not sufficient to comply with the requirements of this section.

- f. Time Extensions. The Parties by joint written consent may extend or change any of the deadlines specified in this Agreement.
- g. Amendment or Modification. This Agreement may only be amended or modified, in whole or in part, at any time, through a written instrument that sets forth such changes and which is signed by all the Parties.
- h. Waiver. Any failure by a Party to exercise any right, power or privilege under this Agreement shall not constitute a waiver of that right, power, or privilege under this Agreement.
- i. Assignability. This Agreement may not be assigned without the prior written consent of all the Parties to this Agreement.
- j. Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement, on any person other than the Parties their legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation of any third person to any Party nor shall any provision of this Agreement be interpreted to give any third person any right of subrogation or action over or against the Parties.
- k. Recording. The Parties intend this Agreement to be an interlocal agreement pursuant to Section 163.01, Florida Statutes and it shall be recorded by the Parties in the official records of Broward County, Florida.
- l. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- m. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Florida without regard

to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall be exclusively in Broward County, Florida and each Party hereby waives whatever their respective rights may have been in the selection of venue.

- n. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- o. Attorneys' Fees, Costs, and Expenses. The Parties agree that each party shall bear its own attorneys' fees, expert witness fees, costs, and expenses incurred in connection with this Agreement.
- p. Waiver of Jury Trial. The Parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected to this Agreement.
- q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- r. No Construction Against Drafting Party. The Parties to this Agreement expressly recognize that this Agreement results from a negotiation process in which each Party was given the opportunity to consult with counsel and contribute to the drafting of this Agreement. Given this fact, no legal or other presumptions against the Party drafting any portion of this Agreement concerning its construction, interpretation, or otherwise shall accrue to the benefit of any Party to this Agreement and each Party expressly waives the right to assert such presumption in any proceeding or disputes connected with, arising out of, or involving this Agreement.
- s. Agency. No Party shall be deemed to be an agent of any other Party nor shall represent that it has the authority to bind any other Party.
- t. Computation of Time. In computing any time period under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday or legal holiday, the period of time shall run until the end of the next calendar day which is not a Saturday, Sunday or legal holiday.
- u. Police Powers. Nothing in this Agreement shall be deemed a waiver of any

Party's police powers.

- v. Fiscal Year. The obligations of the City or the Town to expend funds under this Agreement are limited to the availability of funds appropriated in a current fiscal period, and continuation of the expenditure of funds under this Agreement into a subsequent fiscal period, regardless of the Agreement term, and are subject to appropriation and the availability of funds in accordance with Chapter 166, Florida Statutes.
- w. Governmental and Property Owner Approvals. All obligations of the City and the Town under this Agreement are subject to all necessary governmental approvals, including without limitation, permits from the applicable federal, state, and county agencies and any consent from affected private property owners to the extent that the scope of a project requires work to be performed on private property.
- x. No Third Party Beneficiaries. This Agreement is not intended to and shall not give any party other than the Town or the City any interest or rights with respect to or in connection with this Agreement. Therefore, no third party shall be entitled to assert a right or claim against either the Town or the City based upon this Agreement.

TOWN OF HILLSBORO BEACH

By: _____ Deborah Tarrant, Mayor

Date: _____

Approved as to Form and Correctness:

City Attorney

ATTEST:

[Seal]

Town Clerk

CITY OF DEERFIELD BEACH

By: _____ Bill Ganz, Mayor

Date: _____

Approved as to Form and Correctness:

City Attorney

ATTEST:

[Seal]

City Clerk



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-651

Agenda Date: 10/8/2020

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a settlement of the lawsuit of John Quitoni in the amount of \$12,500.00; authorizing execution of documents necessary to effectuate the settlement; and providing for an effective date. (Funds from Account #606-0900-519-37-70 - General Liability Legal)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$12,500 (plus health insurance costs)

Account Name: General Liability Legal

Account Number: 606-0900-519-37-70

Background/History

John Quitoni ("Quitoni"), formerly an Assistant Chief in the City's Fire Department, filed a lawsuit against the City of Deerfield Beach styled *John Quitoni v. City of Deerfield Beach*, Case No. CACE-16-015623 Div. 09, in the Circuit Court for the County of Broward, Florida (the "Lawsuit"). Quitoni alleges that the City wrongfully denied him the right to participate in the City's health insurance program after he left City employment, transitioned to become an employee of Broward Sheriff's Office ("BSO"), and later retired.

Current Activity

As part of the Lawsuit, Quitoni demanded a significant monetary sum to address his claims.

Quitoni is now willing to settle all of his claims that were or could have been brought against the City in the Lawsuit, including all costs and attorney's fees incurred in the matter, for the total sum of \$12,500.00 along with the City permitting Quitoni to re-enroll in the City's health insurance plan as a retiree (with Quitoni being required to pay the retiree premium costs of any coverage that he selects) and to continue his enrollment until Jan. 29, 2029.

Recommendation

Staff recommends consideration.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A SETTLEMENT OF THE LAWSUIT OF JOHN QUITONI IN THE AMOUNT OF \$12,500.00; AUTHORIZING EXECUTION OF DOCUMENTS NECESSARY TO EFFECTUATE THE SETTLEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, John Quitoni (“Quitoni”), formerly an Assistant Chief in the City’s Fire Department, filed a lawsuit against the City of Deerfield Beach styled *John Quitoni v. City of Deerfield Beach*, Case No. CACE-16-015623 Div. 09, in the Circuit Court for the County of Broward, Florida (the “Lawsuit”); and

WHEREAS, Quitoni alleges that the City wrongfully denied him the right to participate in the City’s health insurance program after he left City employment, transitioned to become an employee of Broward Sheriff’s Office (“BSO”), and later retired; and

WHEREAS, as part of the Lawsuit, Quitoni demanded a significant monetary sum to address his claims; and

WHEREAS, Quitoni is now willing to settle all of his claims that were or could have been brought against the City in the Lawsuit, including all costs and attorney’s fees incurred in the matter, for the total sum of \$12,500.00 along with the City permitting Quitoni to re-enroll in the City’s health insurance plan as a retiree (with Quitoni being required to pay the retiree premium costs of any coverage that he selects) and to continue his enrollment until Jan. 29, 2029 (the “Health Insurance Re-Enrollment”); and

WHEREAS, the City Commission deems it to be in the best interests of the citizens and residents of the City to approve the settlement of the Lawsuit in the total amount of \$12,500.00 along with the Health Insurance Re-Enrollment, including attorney’s fees and costs, thereby disposing of the Lawsuit, including all claims that were or could have been asserted against the City and its employees by Quitoni.

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 settlement of the Lawsuit for the total amount of \$12,500.00, along with the Health Insurance Re-Enrollment, subject to and conditioned upon execution of a comprehensive Settlement Agreement and Mutual Release by the City and Quitoni within 30 days of this Resolution, which would thereby dispose of all claims that were or could have been asserted against the City and its employees by Quitoni.

Section 3. That the appropriate City officials are authorized to execute all documents deemed necessary by the City Attorney to implement the intent of this Resolution and to provide for payment and implementation of the settlement terms as indicated.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 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. 2020-656

Agenda Date: 10/8/2020

Status: ADDENDUM

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, extending the State of Local Emergency regarding COVID-19 until November 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.

On August 21, 2020, Broward County issued Emergency Order 20-24, removing the requirement that vacation rentals have onsite management or security in order to operate, extending the hours for

on premises dining at restaurants and food establishments to 11 p.m., and prohibiting consumption of alcoholic beverages in publicly accessible areas between the hours of 11 p.m. and 5 a.m.

On September 4, 2020, Governor DeSantis issued Executive Order 20-213, extending the State of Emergency in the State of Florida due to COVID-19 until November 4, 2020. On September 11, 2020, Governor DeSantis issued Executive Order 20-223, authorizing Miami-Dade and Broward Counties to move into Phase 2. On September 14, 2020, the City Commission adopted a Resolution extending the State of Local Emergency in the City through October 17, 2020.

On September 25, 2020, Broward County issued Emergency Order 20-25, allowing additional establishments to operate subject to certain guidelines and amending guidelines for establishments that were currently operating. Later that same day, Governor DeSantis issued Executive Order 20-224, initiating authorizing all counties in the State of Florida to move into Phase 3, and prohibiting local governments from preventing an individual from working or operating a business, prohibiting local governments from limiting restaurants to less than 100% capacity unless the local government quantifies the economic impact of such limitation and explains why the limitation is necessary for public health, and suspends the collection of fines and penalties associated with COVID-19 enforced upon individuals. In response to the Governor's issuance of Executive Order 20-224, Broward County issued Emergency Order 20-26 to allow certain other establishments, such as bars, pubs, breweries, cocktail lounges, hookah bars, cigar bars, and adult entertainment establishments to resume operations subject to the requirements Attachment 2 of Emergency Order 20-21, as amended.

On September 30, 2020, Broward County issued Emergency Order 20-27, limiting establishments licensed to serve food to a minimum of 50% indoor capacity and allowing 100% indoor capacity if the establishment maintains six feet of distance between occupied tables at all times, quantifying the economic impact of such limitation, and making findings as to why the limitation is necessary for public health. Emergency Order 20-27 further clarifies the requirements applicable to restaurants, bars, and other establishments.

Current Activity

The City Commission's most recent extension of the State of Local Emergency is set to expire on October 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 November 4, 2020. The enclosed Resolution extends the State of Local Emergency until November 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 November 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 NOVEMBER 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, removing the requirement that vacation rentals have onsite management or security in order to operate, extending the hours for on premises dining at restaurants and food establishments to 11 p.m., and prohibiting consumption of alcoholic beverages in publicly accessible areas between the hours of 11 p.m. and 5 a.m.; and

WHEREAS, on September 4 2020, Governor DeSantis issued Executive Order 20-213, extending the State of Emergency in the State of Florida due to COVID-19 until November 4, 2020; and

WHEREAS, on September 11, 2020, Governor DeSantis issued Executive Order 20-223, authorizing Miami-Dade and Broward Counties to move into Phase 2; and

WHEREAS, on September 14, 2020, the City Commission adopted a Resolution extending the State of Local Emergency in the City through October 17, 2020; and

WHEREAS, on September 25, 2020, Broward County issued Emergency Order 20-25, allowing additional establishments to operate subject to certain guidelines and amending guidelines for establishments that were currently operating; and

WHEREAS, on September 25, 2020, Governor DeSantis issued Executive Order 20-224, initiating authorizing all counties in the State of Florida to move into Phase 3, and prohibiting local governments from preventing an individual from working or operating a business, prohibiting local governments from limiting restaurants to less than 100% capacity unless the local government quantifies the economic impact of such limitation and explains why the limitation is necessary for public health, and suspends the collection of fines and penalties associated with COVID-19 enforced upon individuals; and

WHEREAS, on September 25, 2020, in response to the Governor's issuance of Executive Order 20-224, Broward County issued Emergency Order 20-26 to allow certain other establishments, such as bars, pubs, breweries, cocktail lounges, hookah bars, cigar bars, and adult entertainment establishments to resume operations subject to the requirements Attachment 2 of Emergency Order 20-21, as amended; and

WHEREAS, on September 30, 2020, Broward County issued Emergency Order 20-27, limiting establishments licensed to serve food to a minimum of 50% indoor capacity and allowing

100% indoor capacity if the establishment maintains six feet of distance between occupied tables at all times, quantifying the economic impact of such limitation, and making findings as to why the limitation is necessary for public health; and

WHEREAS, Emergency Order 20-27 further clarifies the requirements applicable to restaurants, bars, and other establishments; 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 November 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 November 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

