Deerfield Beach
Florida

Regular City Commission Meeting Agenda

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

Mayor Bill Ganz
Vice Mayor Bernie Parness
District 1 Commissioner Michael Hudak
District 2 Commissioner Ben Preston
District 4 Commissioner Todd Drosky

Tuesday
October 20, 2020
7:00 PM

CALL TO ORDER & ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Special City Commission Meeting Minutes

Attachment: October 8, 2020

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Deerfield Beach Police Pension Fund Meeting Minutes

Attachment: February 27, 2020, June 4, 2020

Planning & Zoning Board Meeting Minutes

Attachment: September 10, 2020

Deerfield Beach Non-Uniformed Employees' Retirement Committee Meeting Minutes

Attachment: March 9, 2020

Cultural Committee Meeting Minutes

Attachment: July 20, 2020, August 3, 2020

APPROVAL OF THE AGENDA

October 20, 2020

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

https://deerfield-beach.zoom.us/j/84699205553?pwd=bzFWM2c2Q2o2ZU01b1AySVBPb1YvZz09

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 846 9920 5553#

Participant ID: #

Passcode: 082814#

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

Attachment: Zoom Instructions

PUBLIC COMMENT

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

BOARD APPOINTMENT

1. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Deborah Sullivan to the Cultural Committee; and providing for an effective date.**

   Suggested Action: Commission to vote on Resolution

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

   Sponsor: Commissioner Michael Hudak

   Attachment: Cultural Committee Appointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

2. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Amendment to Contract #JP119-06-2020 with the Areawide Council on Aging of Broward County, Inc. for the Center of Active Aging Emergency Home Energy Assistance Program to extend the program through March 31, 2021; ratifying execution of the Amendment; and providing an effective date. *(Funds from Account #101-331-1210-69-91 - EHEAP Funds)***

   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: EHEAP Amendment

DEPARTMENTAL BUSINESS

3. **Presentation by Scott Burton, Empire Consultants, regarding redistricting for the City's Municipal Election pursuant to City Charter.**

   Sponsor: Office of the City Clerk

   Attachment: Redistricting

4. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting a Quit Claim Deed from Habitat for Humanity of Broward, Inc. for the lot located at 171 S.W. 3rd Street; 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 Legislative and Community Affairs

   Attachment: Habitat for Humanity of Broward, Inc.

5. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by Deerfield Beach Christian Ministry Association for the City-Wide Prayer Event at Pioneer Park, 217 NE 5th Avenue, on October 21, 2020 from 6:00 pm to 7:00 pm; providing for an effective date.** ***(Funds from Account #001-7005-579-10-02 - Overtime & Account #001-3005-521-32-05 - Overtime)***

   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: City-Wide Prayer Event

6. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by CenClub Recreation Management, Inc. for the Food Truck Wednesdays Event at Century Village located at 2400 Century Blvd., on October 21 & 28, 2020 from 11:00 am to 2:00 pm; 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: Food Truck Wednesdays Event

7. **ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 66 "TRAFFIC AND VEHICLES," ARTICLE I "IN GENERAL," SECTION 66-13 "NO THROUGH TRUCK ZONES" OF THE CITY CODE OF ORDINANCES TO DESIGNATE ADDITIONAL STREETS AS NO THROUGH TRUCK ZONES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

   Suggested Action: Commission to vote on Ordinance and set public hearing for November 10, 2020

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

   Sponsor: Department of Environmental Services

   Attachment: No Through Truck Zones

8. **ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING CHAPTER 54 "PENSIONS AND RETIREMENT," ARTICLE IV "NONUNIFORMED EMPLOYEES RETIREMENT PLAN," DIVISION 5 "BENEFITS," SECTION 54-230 "INTERNAL REVENUE CODE COMPLIANCE" OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR COMPLIANCE WITH THE SECURE ACT; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

   Suggested Action: Commission to vote on Ordinance and set public hearing for November 10, 2020

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

   Sponsor: Office of the City Clerk

   Attachment: Non-Uniform Pension Board Ordinance

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

9. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, creating the African American Heritage Board in accordance with Section 3.12(2) of the City Charter; and providing for an effective date.** ***(Tabled from October 6, 2020)***

   Suggested Action: Commission to vote on Resolution

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

   Sponsor: Commissioner Ben Preston

   Attachment: African American Heritage Board

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, November 10, 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.

Special Meeting Minutes
City Commission

Thursday, October 8, 2020 | **7:45 PM** | **Virtual Meeting**

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 7:55 p.m., via electronic 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
Assistant City Clerk Heather Montemayor

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Commissioner Hudak.

APPROVAL OF CITY COMMISSION AGENDA

October 8, 2020

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

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

Nays: 0

DEPARTMENTAL BUSINESS

1. **Resolution 2020/148 - 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.**

The Resolution was read by title only.

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

DEPARTMENTAL BUSINESS - CONTINUED

Commissioner Hudak expressed his objections to the lawsuit, which has cost $2.5 million in taxpayer dollars. Essentially, it was the cost of one (1) beach renourishment project. Thereafter, he advised that the cities will now work in the spirit of cooperation based on the settlement reached; termed for 30 years.

Mayor Ganz thanked staff and attorneys for reaching an amicable agreement as well as Deerfield Beach prevailing in the matter based on science and facts. Furthermore, the City's groin system will remain intact and no sand will be paid for Hillsboro Beach; nevertheless, it is hoped that fences will be mended moving forward after this process.

Commissioner Drosky said he has had a good relationship with the Town of Hillsboro Beach and wants to move forward and keep that relationship as the spirit of cooperation prevailed in the end.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Item #1, adopted Resolution 2020/148. Roll Call:

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

Nays: 0

2. Resolution 2020/149 - 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)*

The Resolution was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item #2, adopted Resolution 2020/149. Roll Call:

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

Nays: 1 - Mayor Ganz

ADDENDUM

3. Resolution 2020/150 - 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.

The Resolution was read by title only.

Mayor Ganz opened the public hearing.

Adrienne Lambert, 103 NE 19th Avenue, Deerfield Beach, asked questions regarding restrictions on her community clubhouse restrooms, use of the clubhouse and pool area as the COVID protocols are not clear.

Anthony Soroka, City Attorney explained the rules as outlined by the Governor's most recent order. Thereafter, Mr. Soroka responded to other questions posed by Ms. Lambert.

Mayor Ganz closed the public hearing.

ADDENDUM - CONTINUED

In response to Vice Mayor Parness' question, Mr. Soroka replied that HOAs can be more stringent on their property based on their own governing rules.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item #3, adopted Resolution 2020/150. Voice Vote:

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

Nays: 0

ADJOURNMENT

There being no further business, the meeting adjourned at 8:12 p.m.

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk

DEERFIELD BEACH POLICE PENSION FUND
MINUTES OF MEETING
February 27, 2020

The meeting was called to order at 9:00 A.M. at the Broward Sheriff's Office West Substation, First Floor Back Conference Room located at 580 South Powerline Road, Deerfield Beach, Florida. Those persons present were:

TRUSTEES	**OTHERS PRESENT**
Richard Giuffreda	Amanda Kish, Administrator
Andy Gianino	Dave West, Investment Monitor
Ronald Stark	Adam Levinson, Board Attorney
Robert Schnakenberg	Doug Lozen, Actuary
Robert Amante	Eric Leventhal, Auditor

PUBLIC COMMENTS

MINUTES

The Board reviewed the minutes of the meeting of November 6, 2019**.**

A motion was made, seconded and carried 3-0 to approve minutes of the meeting of November 6, 2019.

AUDITOR REPORT

Mr. Leventhal presented the Audit for fiscal year end September 30, 2019. That his firm is issuing a clean unmodified opinion which is the highest opinion that can be given. Mr. Leventhal reviewed the management discussion and analysis and financial highlights. The Plan's net position for 2019 was $41,388,896.00 compared to $43,168,741 for 2018. He reviewed the statement of changes in the Fiduciary net position the plans position decreased by 4%. The net investment income was $466,823 which was less than 2018. Interest and dividends earnings were $2,215,277 which was less than 2018. The plan's administrative expenses $83,705.00 decreased versus 2018.Overall the expenses were consistent with prior years and were reasonably in line with what they see in the other plans of the same size. Mr. Leventhal stated that there were no issues with management or services providers. He stated that there were no significant adjustments that had to be made and there were no material weaknesses or significant deficiencies.
Mr. Leventhal informed that the Annual Report will be filed on March 15th. He stated that the firm hired additional employees to insure that the annual report is filed prior to states deadline.

A motion was made, seconded and carried 5-0 to approve the Audit for the fiscal year ended September 30, 2019.

ACTUARY REPORT

Mr. Lozen appeared before the Board to present the Actuarial Valuation as of October 1, 2019. Mr. Lozen stated that the experience was more favorable than expected. The gains are due to investment return of 7.88% exceeding the plan's rate of return in the amount of 6.50%. The Plan had less mortality than anticipated. Mr. Lozen stated that the members of the Plan would be receiving a COLA this year in the amount of 1.83% due to the plans favorable experience. He stated that the COLA assumption in place will allow the members of the plan to receive a COAL no less than 1.1%.The total required contributions to the Plan for the fiscal year ending September 30, 2020 was $2,424,008 with $ 205,451 from the State, leaving the total City contribution to be $2,218,557. Mr. Lozen advised that the funded ratio decreased this year from 64.9% vs 66.5%.

A motion was made, seconded and carried 5-0 to approve the study on increasing the assumption.

INVESTMENT MONITOR REPORT

Mr. West reviewed the market environment for the quarter ending December 31, 2019. He reviewed the performance through the quarter ending December 31, 2019. The asset allocation as of December 31, 2019 was 46.07% in domestic equities; 18.0% in international equities; 16.1% in fixed income; 17.2% in real estate; and 2.2% in cash. The total Fund was up 5.91% net of fees for the quarter ending December 31, 2019 while the benchmark was up 5.68%. The plan was in the 25th percentile. The total equity portfolio was up 8.74% while the benchmark was up 9.08%. The total domestic equity portfolio was up 8.15% while the Russell 3000 was up 9.10%. The total international equity portfolio was up 10.27% while the benchmark was up 8.99%. The total fixed income portfolio was up 0.13% while the benchmark was up 0.26%. The total real estate portfolio was up 2.88% while the NCREIF was up 1.55%.

Mr. West then reviewed the individual performance of each manager for the quarter ending December 31, 2019. The Vanguard S&P Mid Cap 400 Index Fund was up 7.05% while the S&P Mid Cap 400 Index was up at 7.06%. The Wells Fargo Advantage Fund was up 7.34% while the Russell 1000 Growth was up 10.62% and Dodge & Cox Stock Fund was up 10.09 while the Russel 1000 Value index was up 7.41%. RBC was up 10.27% while the benchmark was up 8.99%. Garcia Hamilton (GHA) was up .00% while the benchmark was up .18%. Metropolitan West Total Return Bond Fund was up .19% while the benchmark was up .18%. American Realty was up 1.46% and Intercontinental was up 3.23 % while the NCREIF was up 1.55%.Mr. West informed the Board that equity's is overweighed and the portfolio will need to be balanced.

ATTORNEY REPORT

Memorandum Regarding the Secure Act:
Mr. Levinson presented Secure Act and IRS Limits. The minimum required distribution has been increased to 72. The act eliminates age limits on traditional IRA contributions. The act is to help people save for retirement.
Mr. Levinson presented the Notary memo. The Florida notary laws changed allowing notary's to perform remote online notaries. Audio and visual communication will be required during the notary process.

ADMINISTRATOR REPORT

The Board was presented with a list of disbursements. A motion was made, seconded and carried 5-0 to approve the listed disbursements.

Mrs. Kish informed the Board that their form 1's must be submitted to the supervisor of elections in the City they reside in no later than July 1, 2020.

Mrs. Kish presented the 2020 Conference List.

Ms. Kish presented Salem Trust Transition Plan and Accomplishment Letter. She informed the Board that Salem Trust has been acquired by TMI. Salem Trust has stated that there will be no material changes.

OTHER BUSINESS

Respectfully submitted,

Andrew Gianino, Secretary

DEERFIELD BEACH POLICE PENSION FUND
MINUTES OF MEETING
June 4, 2020

The meeting was called to order Virtually at 9:00 A.M. Those persons present were:

TRUSTEES	OTHERS PRESENT
Richard Giuffreda	Amanda Kish, Administrator
Andy Gianino	Dave West, Investment Monitor
Robert Schnakenberg	Adam Levinson, Board Attorney
Robert Amante	

PUBLIC COMMENTS

ADMINISTRATIVE POLICY FOR THE USE OF AUDIO –VIDEO CONERENCE

Mr. Levinson presented the Board with the administrative policy for video conferences. This policy allows the Board to meet without physical quorum. The meeting is posted for the public. The public can send an email for comments and questions.

A motion was made, seconded and carried 3-0 to approve the Virtual Meeting Policy.

MINUTES

The Board reviewed the minutes of the meeting of February 27, 2020**.**

A motion was made, seconded and carried 3-0 to approve minutes of the meeting of February 27, 2020.

The Board discussed the 13th check and the actuary calculations required to disburse the funds.

A motion was made, seconded and carried 3-0 to request the 13th check calculation from the actuary and disburse the funds once the money is received.

INVESTMENT MONITOR REPORT

Mr. West reviewed the market environment for the quarter ending March 31, 2020. He reviewed the performance through the quarter ending Mach 31, 2020. The asset allocation as of March 31, 2020 was 44.05% in domestic equities; 13.09% in international equities; 18.9% in fixed income; 21.3% in real estate; and 1.4% in cash. The total Fund was down -17.65% net of fees for the quarter ending March 31, 2020 while the benchmark was down -11.95 %. The plan

was in the 99th percentile. The total equity portfolio was down -27.48 % while the benchmark was down -21.49 %. The total domestic equity portfolio was down -25.52 % while the Russell 3000 was down -20.90 %. The total international equity portfolio was down -32.79 % while the benchmark was down -23.26 %. The total fixed income portfolio was up 1.98 % while the benchmark was up 2.97 %. The total real estate portfolio was up 0.51 % while the NCREIF was up 0.71 %.

Mr. West then reviewed April Flash report and manager performance report. The total fund was up 8.41%. He reviewed performance of the managers for April.

ATTORNEY REPORT

Mr. Levinson informed the Board that Form 1 will need to be completed prior to July 1st. He stated that the form 1 can submitted online.

ADMINISTRATOR REPORT

The Board was presented with a list of disbursements. A motion was made, seconded and carried 3-0 to approve the listed disbursements.

Ms. Kish presented the COLA calculation for the retirees.
A motion was made, seconded and carried 3-0 to ratify the COLA.

Ms. Kish presented Salem Trust Transition Plan and Accomplishment Letter. She informed the Board that Salem Trust has been acquired by TMI. Salem Trust has stated that there will be no material changes.

OTHER BUSINESS

Respectfully submitted,

Andrew Gianino, Secretary

PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
September 10, 2020
MEETING MINUTES

A regular meeting of the Planning and Zoning Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:02 p.m. in the City Commission Chambers by Thomas Plaut, Chair.

ROLL CALL

Present: Thomas Plaut, Chair
Brian Bennett, Vice Chair
Michelle Balaun
Bridget Beckford
Kanthiah Easwara Chandran (Alternate)

Also Present: Eric Power, Director of Planning & Development Services
Jenna Lane, Planner
Anthony Soroka, City Attorney
Heather Montemayor, Assistant City Clerk

Absent: Gail Davis, Alternate
John Gibilaro (Alternate)

PLEDGE OF ALLEGIANCE

SEATING OF ALTERNATES

None.

APPROVAL OF MINUTES OF PREVIOUS BOARD MEETING

Motion was made by Vice Chair Bennett and seconded by Ms. Beckford to approve the minutes of August 6, 2020. The motion CARRIED by unanimous vote.

OLD BUSINESS

None.

NEW BUSINESS

P.H. 2020-081: APPLICATION 20-M3C-20 (PROJECT NAME: U.S CRANE & RIGGING)

Applicant: **4250 POWERLINE, LLC REPRESENTED BY NEAL KALIS, ESQ.**

Proposal: Major Site Plan application seeking approval to construct a 93,907 square foot pre-cast concrete manufacturing plant.

Location: The properties are generally described as 15-48-42 S1/2 OF SW1/4 OF SW1/4 OF NW1/4 LESS R/W FOR POWERLINE RD; and LANZO INDUSTRIAL CENTER 111-14 B POR PAR B DESC AS:BEG SW COR PAR,N 398.08,E 186.5,S 273.27 SLY ARC 21.68,SWLY ARC 146.27, E 216.51 TO POB, more particularly described in the file, and located at **4250 North Powerline Road** and **4251 NW 19th Avenue**

SUMMARY BACKGROUND/EXPLANATION

The property is located at 4250 N Powerline Rd. and 4251 NW 19th Ave. in the M-3c (Intense Manufacturing and Industrial District) zoning district and is approximately 318,243 square feet (7.305 gross acres) in area. The existing principal use of the site is outdoor storage; 14,930 square feet will remain as such on the proposed site plan.

Although not within the purview of Planning and Zoning Board, a separate easement abandonment application (20-A-196) is being reviewed concurrently with this application and subject to City Commission approval to accommodate the proposed development.

The applicant submitted a vehicular trip generation analysis for the proposed redevelopment, which estimated an additional 365 daily trips, 58 A.M. and 73 P.M. peak hour trips. A traffic impact analysis was not required since the proposed development does not exceed 500 trips per day.

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

On July 22, 2020, the Community Appearance Board approved the proposed development plan.

Eric Power, Director of Planning & Development Services, provided a brief overview of the item. Thereafter, he advised that the applicant has brought renderings of the proposed project.

Neal Kalis, 7320 Griffin Road, Davie, Florida, representing the applicant, displayed renderings of the building. He said the staff report outlines the project details and once completed, not only will it bring in tax revenue for the City, but also 40-50 new jobs. Thereafter, he introduced Jose Fortuno, Project Manager, and Orlando Sharpe, RLC Architects.

In response to Mr. Chandran's questions, Mr. Kalis replied that the applicant will either do a unity of title or apply to the County to combine the folios.

Mr. Power stated that the properties will become one lot.

Mr. Kalis explained that a unity of title stops property owners from selling the lots separately once approved; whereas, selling these two (2) properties separately would be physically impossible. Currently, the applicant is still in the process of purchasing the property; therefore, once the purchase is finalized it will be addressed prior to construction. Further, Mr. Kalis said the properties were platted at different times. When one portion was platted, the County and/or City required a 10-foot utility easement that ran north and south along the eastern property line of the newly platted property; therefore, combining the properties will cause a utility easement to run between the combined property. The applicant has submitted an application to the City and County to vacate that utility easement since it is not needed. Also, letters were received from the affected utilities and there were no objections.

Mr. Power stated that these easements are currently vacant, so they will not affect other properties.

In response to Mr. Chandran's question, Mr. Sharpe replied that the property has 23% of landscape area, which is more than the 15% required. Thereafter, the landscape plan was displayed.

Mr. Kalis provided a sample of the building material, which is a wood-grey metal. Thereafter, discussion ensued regarding the type material that will be used.

In response to Chair Plaut's question, Mr. Power replied that the property meets the minimum requirements of Chapter 78. Thereafter, he displayed photographs of the east and west elevation, which are the areas facing the street frontage.

In response to Mr. Chandran's question, Mr. Power replied that the area on the westside outlined in green is a retention pond. Per the City's request, the applicant has provided landscaping around the entire retention area.

In response to Mr. Chandran's questions, Mr. Sharpe replied that there is undergrounding retention outlined in the civil drawings, which were displayed. Thereafter, he outlined the exfiltration trenches on the renderings, as well as the additional retention areas that will retain water. Further, he advised that the facility will be operated entirely on electricity.

Per Mr. Chandran's request, Mr. Kalis provided a brief history of U.S. Crane & Rigging.

In response to Chair Plaut's question, Mr. Kalis replied that the proposed hours of operation will be Monday - Sunday, 6:00 a.m. to 5:00 p.m.

Mr. Chandran commended the developer for being environmentally friendly by incorporating water retention under the building, as well as reclaiming water; notwithstanding, he asked if any dust suppression devices will be installed.

Mr. Fortuno replied that all operations will be done inside the building and the machinery has filters that collect all the dust.

In response to Chair Plaut's question, Mr. Sharpe replied that the basic operation is inside the building, so the trucks will be coming inside and once the material is loaded, they will exit the facility. Thereafter, he outlined the traffic pattern.

Mr. Power displayed an aerial photograph of the property. He explained that trucks will come in off Powerline and exit on 19th Avenue, and head north down 44th, and then back onto Powerline. Mr. Power said staff recommended changes to internal circulation because of personnel and work vehicles on the property. Further, he said the applicant has outside storage which is permitted by the Code; nonetheless, staff wanted to ensure their outside storage did not conflict with the required amount of parking spaces.

In response to Ms. Beckford's question, Mr. Sharpe replied that the amount of raw material coming in daily will be dependent upon the production.

In response to Ms. Balaun's question, Mr. Sharpe replied that the truck loading will take place inside the building and once loaded, the materials are delivered to the job sites.

Mr. Chandran commended the developer for his forward-thinking regarding seawalls and hopes his vision pays off.

In response to Chair Plaut's question, Mr. Power replied that 36 letters were sent out, whereby, five (5) were returned and no responses were received.

Chair Plaut opened the public hearing; however, there was none to speak.

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

Motion was made by Vice Chair Bennett and seconded by Mr. Chandran to approve P.H. 2020-081: Application 30-M3C-20 as submitted. The motion CARRIED by unanimous vote.

STAFF REPORT

Eric Power, Director of Planning & Development Services, said there will be an October meeting, which will be in the Chambers and through virtual media technology.

Anthony Soroka, City Attorney, clarified that the virtual meeting order issued by the Governor expires on October 1st; however, there is nothing preventing staff from providing the virtual option as another alternative. He stated that the virtual order allows for virtual participation if physical quorum could not be met.

Mr. Chandran said if the order is extended and virtual meetings become the wave of the future, will it be an added expense to the City,

Mr. Soroka replied that the City does pay a license fee for Zoom, as well as additional IT resources; however, he is unsure of the exact cost. He said in order to conduct business now, it is

imperative to have some type virtual meeting platform, whereby, staff conducts meetings through Zoom to ensure social distancing.

Mr. Chandran said COVID-19 has caused many problems but created new challenges and opportunities for all types of technology. Although there are many challenges, he is looking forward to the virtual meetings being continued.

CHAIRMAN'S REPORT

None.

MEMBERS' REPORTS

None.

ADJOURNMENT

Motion was made by Ms. Beckford and seconded by Vice Chair Bennett to adjourn the meeting at 7:39 p.m. The motion CARRIED by unanimous vote.

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Thomas Plaut, Chair
Planning and Zoning Board

CITY OF DEERFIELD BEACH NON-UNIFORMED
EMPLOYEES' RETIREMENT COMMITTEE
SUMMARY OF REGULAR MEETING MINUTES
March 9, 2020

ROLL CALL: The quarterly meeting of the Board of Trustees of the City of Deerfield Beach Non-Uniformed Employees' Defined Benefit Pension Fund was called to order at 1:42 PM on March 9, 2020 at the City Central Campus, 2nd Floor.

TRUSTEES PRESENT: Wayne Miller, David Rolwing, Lee Magnuson and John Patterson

ABSENT & EXCUSED:

OTHERS PRESENT:
Fund Attorney David Robinson of Sugarman & Susskind and Fund Administrator Livia Giuliani of Benefits USA, In.

APPROVAL OF MINUTES:
February 10, 2020
Trustee Patterson moved to approve the November meeting minutes and Trustee Magnuson seconded the motion and it passed 4-0.

PUBLIC COMMENTS:
There were no public comments at this meeting.

NEW BUSINESS:
There was no New Business discussed.

UNFINISHED BUSINESS:
There was no unfinished business discussed.

CONSENT AGENDA for approval: Warrant #293

Benefits USA, Inc. (Flat Monthly Fee for March 2020)	$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for March 2020)	$275.00
GRS (Services Rendered for October 2019-January 2020; Inv #452771 dated 2/7/2020)	$5,748.00
London Company (Q4-19 Mgmt Fee-Invoice dated 1/10/2020)	$10,152.00
Wyndham Resort (Room and Food charge for Annual Symposium on 6/4/2020)	$1,499.37
Sugarman & Susskind (Legal Fees-Invoice #146476 dated 3/3/2020)	$3,000.00
Total	**$22,124.37**

Trustee Patterson moved to approve Warrant #293 for payment and Trustee Magnuson seconded the motion. The motion passed 4-0.

For Ratification: Warrants #292A

Wayne Miller (Mileage expense for FPPTA Trustees School)	$219.65
Total	**$219.65**

Chairman Miller left the meeting and Trustee Magnuson moved to approve Warrant #292A which were the expenses for Chairman Miller and Trustee Patterson seconded the motion. The motion passed 3-0.

Chairman Miller re-joined the meeting.

Warrant #292B

Sugarman & Susskind (Legal Fees-Invoice #145806 dated 2/11/2020)	$3,000.00
Total	**$3,000.00**

Trustee Magnuson moved to approve Warrant #292B and Trustee Patterson seconded the motion. The motion passed 4-0.

ATTORNEY'S REPORT:

Attorney Robinson reported on the new SECURE ACT, noting that the law increases from 70 ½ to 72 the age at which terminated and retired participants must begin to receive distributions from the plan. Attorney Robinson also noted that the law allows plans to provide for in-service distributions at 59 ½ (prior to the Act plans could provide for such distributions to participants who were at least 62 years of age) without any requirement to show that 591/2 is a reasonable normal retirement age.

Attorney Robinson had nothing further to report.

ADMINISTRATOR'S REPORT:

The Administrator reported that she received COLA from GRS and the payments were calculated from April-June. She noted that if this is paid after June then it will need to be recalculated. The Chairman noted that the payments should be made within the June pension benefit. Trustee Patterson moved to approve the COLA payments to be paid in June and Trustee Rolwing seconded. The motion passed 4-0.

The Administrator also reported that based on the Consultant's schedule, the symposium had to be changed to June 4th and it will be held at the Wyndham Resort this year.

NEXT MEETING DATE:

The Administrator reported that the next meeting date is June 4, 2020 at 9:00 am.

ADJOURN:

Trustee Patterson moved to adjourn and Trustee Magnuson seconded the motion. The meeting was duly adjourned at 2:08 pm.

Secretary

9/25/2020
Date

City of Deerfield Beach

CULTURAL COMMITTEE BOARD

APPROVED MINUTES

MEETING of July 20th, 2020 on Zoom

The meeting was called to order at 6:34 PM. The following Board Members were in attendance:

Voting	Non-Voting
Karen Hardy	Ashley Gombs
Thelema Lamar	
Perry Victor	
Judy Wilson	
Katy Freitag	

Excused Absence	Unexcused Absence
Martha Henry	

1. New Business
   a. Karen introduced Ashley Gombs the new alternate for District 2 to the Cultural Committee.
   b. Karen and Ashley go over Zoom etiquette which includes raising hand on the chat and wait to be called on to begin discussing agenda item. Karen will call upon each committee member to discuss an agenda item and they will each be given 3 minutes to discuss the item with an additional minute added at the chairs discretion.
   c. Festival of the Arts 2021
      - Feasibility about having event in January
        - Committee discussed moving event date to later in the spring and wanted to ensure the committee doesn't go into any contracts that would obligate the committee to pay anyone at this moment.
        - Katy voiced that the committee should move forward and plan it for the January date and will ensure that there is a note in the vendor contract to ensure the committee isn't obligated to pay a vendor if they have to cancel the event.
        - Judy stated that if we have a scaled down event we should look at the vendors and event managers' responsibilities they usually require to cut costs.
        - City staff has advised the committee that at the time of the event they will need to follow the Broward County Executive Order which right now restricts gatherings to 10 people on city property. City staff has also advised that they can recreate the event to have it become a social distance event that follows the executive order at that given time.
      - Alternative date
        - Committee discussed if they would be ready by the end of January and would like another date in March to move the event to.

    - Thelema would like it to be done in a safe manner but at the same time have people enjoying themselves and not worrying about staying 6' away from each other
    - Katy would like to keep it on the same date in January and have a backup date in the spring.
    - Judy asked City staff to reach out to vendors to see how they feel about going to events at this time. Ashley stated that she will create and send out a survey to past vendors to get a poll to see how many vendors would realistically want to be part of the Festival of the Arts in 2021.
- Special Committee meeting
    - Katy motioned to have a follow up meeting on August 3rd at 6:30 PM. Seconded by Judy. All in favor.
- Timeline
    - City staff advised that the committee has the opportunity to catch up to where they were last year since they ended up making big decisions in late November and early December
    - Perry suggested scaling back on some items on the timeline including the poster competition for this year only. He explained that they should reach out to a graphic artist to save time and money.
- Poster Competition
    - Katy mentioned that the Marketing department at the City would be able to create a flyer for the Festival.
    - Katy motioned to cancel the poster contest of the event this year in lei of having the City's marketing department create the poster for this year. Seconded by Judy. All in favor.
- Event Management
    - Katy requested finalized budget for the Festival of the Arts 2020. City staff confirmed that they would send out final numbers to committee members prior to the next meeting.
    - Judy mentioned to reach out to a local non-profit (ex: Kiwanis or Rotary) to keep costs down and just having the non-profits run the bars.
        - Elen advised that there is possibly a state statute that mentions that if the city uses a non-profit to manage the bars the non-profit will need to keep all of the profits. She stated that she would relook at the statute prior to splitting the proceeds.
    - Katy motioned to table further discussion of the event management company until the August 3rd meeting. Seconded by Perry. All in favor.
- Call to Artists
    - Katy motioned to table the call to artists until the August 3rd meeting. Seconded by Judy. All in favor.

d. Virtual events
- Judy mentioned that the Symphony of the Americas are doing virtual concerts and she believes with the connections that the committee members have they would be able to host an in person or virtual event with them. She also stated she would like to have a book reading with an author either virtual or live and social distancing.

- City staff gave the committee some suggestions for in person events that they can easily follow CDC guidelines to promote social distancing rather than more virtual events since the numbers have been decreasing.

2. Mission Statement
   - Committee all agreed to table this for now until things calm down.
   - Katy motioned to table the mission statement to be discussed at a later date. Seconded by Perry. All in favor.
3. Comments from the Chair & Vice Chair
   - Katy mentioned that the committee still needs to reach out to residents to join since they have many vacancies.
4. Comments from Committee.
5. Comments from Staff
6. Comments from Public
   - Jane mentioned that the arts festival should be put off as long as possible since we are the epicenter of this pandemic. She doesn't believe that COVID will get any better by January and while no one in Deerfield is enforcing social distancing. She believes that asking vendors if they feel comfortable coming to an event while they aren't making any money is like asking spring breakers if they want to go to the beach. She doesn't feel comfortable having this event at this time.
   - Peggy, a snowbird from Canada called in and mentioned if she were to go to Florida she would have to quarantine for 14 days which deters people from wanting to go to Florida. She stated that the news is constantly reporting on how bad Florida is doing since the recent rise in COVID numbers and she may not even make it down this year.
7. Next meeting will be held on August 3rd, 2020.
   a. Perry makes a motion to adjourn the meeting at 7:47 PM. Seconded by Thelema. All in favor.

City of Deerfield Beach

CULTURAL COMMITTEE BOARD
APPROVED MINUTES
MEETING of August 3rd, 2020 on Zoom

The meeting was called to order at 6:33 PM. The following Board Members were in attendance:

Voting	Non-Voting
Karen Hardy	
Thelema Lamar	
Perry Victor	
Judy Wilson	
Katy Freitag	
Martha Henry	

Excused Absence	Unexcused Absence
	Ashley Gombs

1. Approval of minutes from July 20th meeting
    - Katy motioned to approve minutes from July 20th meeting with one correction with Ashley Gombs be moved to non-voting member. Seconded by Perry. All in favor.
2. New Business
    a. DFB Historical Society presentation
    - Judy Stanich and Gabriela Gamperl proposed a sponsorship opportunity to the committee for a total of $1550. The sponsorship is to help fund the historical butler house's Love For Art program for September – October.
    - Martha asked Elen if the committee and city would be liable if a child catches COVID during the program. Elen suggested to have a sponsorship agreement that would state that the city and committee wouldn't be liable if that were to happen.
    - Katy vouched for the program and thought it would be a great opportunity for the kids to have something to be a part of and gives them things to do.
    - Katy motioned to approve the Historical Society proposal of $1550 contingent upon a liability information to hold the committee and city not responsible. Seconded by Martha. All in favor, Perry unable to vote.
3. Old Business
    b. Festival of the Arts 2021
        i. Survey results
        - Karen discussed the results from the survey with the committee members.
        - Martha voiced that the Festival of the Arts should forgo the event this year and have a bigger, better event in 2022.
        - Thelema voiced that the committee should attempt to do something this year to replace the Festival of the Arts rather than forego the show completely.

- Katy motioned to table the Festival of the Arts 2021 conversation until next meeting. Seconded by Thelema. All in favor.
- Perry motioned to reconsider the above vote tabling the discussion of the Festival of the Arts 2021 event. Seconded by Martha. All in favor.
- Martha motions to cancel the Festival of the Arts 2021 in January. Seconded by Perry. All in favor.
- Perry motioned to table the discussion of the postponement until next meeting. Seconded by Martha. All in favor.

ii. August 17th meeting

- Perry motioned to cancel the August 17th meeting and have the next meeting on September 21st at 6:30 PM. Seconded by Martha. All in favor.

4. Comments from the Chair & Vice Chair
5. Comments from Committee
6. Comments from Staff
7. Comments from Public
   - Peggy mentioned that postponing the event to far into the future may end up being difficult for the committee. She also stated that alternative events that she has seen by the Hudson River are smaller scale events and easier to control than the ones in Deerfield.
   - Jane mentioned that 2022 is more realistic to host the arts festival of the arts. She mentioned that the alternative event shouldn't be focused on making money but giving back to the community since the festival isn't a money maker.
8. Next meeting will be held on September 21st
   - Perry makes a motion to adjourn the meeting at 7:56 PM. Seconded by Thelema. All in favor.

Vitural City Commission Meeting - October 20, 2020

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, October 20, 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 October 20, 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 October 20, 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 October 20, 2020.
      i. Use the following link below to access the meeting via Zoom:
      https://deerfield-beach.zoom.us/j/84699205553?pwd=bzFWM2c2Q2o2ZU01b1AySVBPb1YvZz09
      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: 846 9920 5553#, Participant ID: #, Password: 082814#

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 October 20, 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. 2020-636

Agenda Date: 10/20/2020 **Status:** BOARD APPOINTMENT

In Control: City Commission

Title
Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Deborah Sullivan to the Cultural Committee; 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 Cultural Committee is comprised of ten (10) regular members and five (5) alternates; whereby, the Mayor and each district Commissioner appoint two (2) regular members and one (1) alternate. Terms for these members end on May 15th of the year the appointing Commissioner's term ends.

Current Activity
There are currently seven (7) total members on the Cultural Committee: six (6) regular and one (1) alternate. Commissioner Hudak has decided to nominate Deborah Sullivan to serve as a regular member. This change will result in the following vacancies:

District 1: one (1) regular and one (1) alternate
District 3: two (2) regular and one (1) alternate
District 4: one (1) alternate
Mayor: one (1) alternate

Recommendation
Approval is recommended.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPOINTING DEBORAH SULLIVAN TO THE CULTURAL COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in accordance with City of Deerfield Beach City Code Section 2-167 et. seq., a Cultural Committee consisting of ten regular members and five alternate members has been established with the powers and duties set forth in the City Code; and

WHEREAS, the members of the Cultural Committee are appointed by and serve at the pleasure of the City Commission for terms that will expire on May 15th of the year that the term of the appointing commissioner expires; and

WHEREAS, there are currently six total members and one alternate serving on the Cultural Committee and there is a need for additional members to serve on the Committee; and

WHEREAS, Deborah Sullivan has requested appointment to the Cultural Committee and has been nominated by Commissioner Michael Hudak to serve as a regular member.

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. Deborah Sullivan is hereby appointed to serve as a regular member of the Cultural Committee of the City of Deerfield Beach for a term ending on May 15, 2023.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

_____
BILL GANZ, MAYOR

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

Deerfield Beach
Florida

Nominating Form

Application for Appointment to Board or Committee

Date: September 25, 2020

The attached application from Deborah Sullivan for the

Cultural Committee has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☑ Regular Member
- ☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

Michael E. Hudak 09/28/2020

Signature: Date:

Appointing Elected Official:

- ☐ Mayor Bill Ganz
- ☐ Vice Mayor Bernie Parness
- ☑ Commissioner Michael Hudak
- ☐ Commissioner Ben Preston
- ☐ Commissioner Todd Drosky

CITY OF DEERFIELD BEACH
RECEIVED

SEP 28 2020

CITY CLERK'S OFFICE

Please return to City Administration for processing.

City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Cultural Committee

Are you willing to be considered for an alternate Board or Committee? Yes ◉ No ○

Name Deborah Sullivan

Address 937 SE 12th Way

City Deerfield Beach State Zip 33441

I reside in District # (can be found on back of your Voter Registration Card) 1

Year- Round Resident? Yes ◉ No ○

If No, how what months are you away?

Home Phone Work/Mobile Phone (801) 721-1738

E-mail dwk1119@hotmail.com

Employer Beaverton Foods, Inc

Address 7100 NE Century Blvd, Hillsboro, OR 97124

Occupation (if retired, please indicate and list former occupation) Outside sales

Please list any governmental Advisory Boards or Committees on which you currently serve:

REV 05/2020

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

Sales and Marketing Management

Professional: Certification(s)

Knowledge: Training, interest or experience

Outside sales for 30 years. Business management, territory management, trade shows, product development

Community Involvement: List organizations/positions

Kiwanis current Secretary, Golf Committee chairperson (2 years) Club Advisor to FAU Kiwanis Circle

Organizations: Memberships

Kiwanis of DFB

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, If applicable to my position.

Signature: Date: 09/25/20

Print Name: Deborah Sullivan

Return completed application to:
City Clerk's Office
150 NE 2nd Avenue, Deerfield Beach, FL 33441
Phone: 954-480-4213 Fax: 954-480-4323
Website: www. deerfield-beach. com E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed

REV 05/2020

Deerfield Beach
Florida

CULTURAL COMMITTEE

Creating Authority:
City Charter-Section 3.12 (2)

Method of Appointment:
Resolution No. C-3212
Resolution C-1981/048 (Amending Resolution C-3212)
Resolution C-1989/104 (Amending Resolution C3212 - Changing Composition of Membership)
Resolution C-1989/155 (Amending Resolution C-3212 - Changing Composition of Membership)
Resolution C-1990/102 (Amending Resolution C3212 - Powers and Duties)
Ordinance C-1993/034 (Amending Section 2-167 - Increase membership from 12 to 15)
Ordinance No. 2014/004 (Amending Section 2-167 - Decrease membership from 15 to 9)
Ordinance No. 2014/025 (Amending Section 2-167 - Committee shall consist of 9 regular members and 3 alternate members)
Ordinance No. 2017/009 (Amending Section 2-167 and 2-168 – Membership and Removal for Unexcused Absences)

Financial Disclosure:
Not Required (As of Resolution C-1990/102/Letter from Commission of Ethics)

Compensation:
None

Liaison:
Ashley Molina, Superintendent of Community Events, (954) 480-4429

Meeting Dates:
3rd Monday at 6:30 p.m. at the Central City Campus Conference Room

Functions and Responsibilities:

That the powers and duties of this committee shall be as follows:

1) The Deerfield Beach Cultural Committee may recommend to the City Commission various cultural events and projects to be undertaken by the City.

2) The Deerfield Beach Cultural Committee may enter into preliminary negotiates concerning the arrangement of cultural events for the City but the committee is not empowered to contract but merely to recommend said events to the City Commission

3) The Deerfield Beach Cultural Committee is empowered to recommend to the City Commission the arranging of cultural events, including but not limited to, the method of distribution of tickets and general promotion of said events.

4) Should the Deerfield Beach Cultural Committee receive monies from ticket sales or should it receive donations for cultural events then all such monies shall be delivered to the City of Deerfield Beach Department of Management and budget for deposit into a City fund reserved for cultural events and facilities.

5) The Deerfield Beach Cultural Committee is empowered to recommend various expenditures that may be incurred in connection with the presentation of approved cultural events. Such expenditures shall only be incurred upon the approval of the City Manager.

Name *Regular Members*	**Address**	**Phone**	**Replaces**	**Resolution Number**	**Date Appointed**	**Term Expires**
Katherine Freitag **(Mayor)**	418 SE 2nd Street Deerfield Beach, Fl 33441	804-5474	NEW	2017/145	11/07/17	05/15/21
Perry Victor **(Mayor)**	48 NE 19th Terrace Deerfield Beach, FL 33441	914-646-3333	NEW	2017/141	11/07/17	05/15/21
VACANT **(District 1)**			NEW			05/15/23
VACANT **(District 1)**			NEW			05/15/23
Martha Henry **(District 2)**	441 NW 1st Terr Deerfield Beach, FL 33441	561-306-4220	SELF	2019/067	05/21/19	05/15/23
Thelema Lamar **(District 2)**	660 NW 2nd Ter Deerfield Beach, FL 33441	427-0966 709-0311 (C)	Easley	2020/004	01/14/20	05/15/23
VACANT **(District 3)**			Johnson			05/15/21
VACANT **(District 3)**	Deerfield Beach, FL 33442		NEW			05/15/21
Judy Wilson **(District 4)**	408 Lake Pointe S Lane Deerfield Beach, FL 33442	427-3718	SELF	2017/124	10/01/17	05/15/21
Karen Hardy **(District 4)**	2277 Deer Creek Alba Deerfield Beach, FL 33442	242-5485	SELF	2017/124	10/01/17	05/15/21

Name *Alternate Members*	**Address**	**Phone**	**Replaces**	**Resolution Number**	**Date Appointed**	**Term Expires**
VACANT **(Mayor)**	Deerfield Beach, FL 33441		NEW			05/15/21
VACANT **(District 1)**			NEW			
Ashley Gombs **(District 2)**	1331 SW 10th Terrace, Deerfield Beach, FL 33441	954-242-5013 654-531-1770	NEW	2020/029	03/04/20	05/15/23
VACANT **(District 3)**	Deerfield Beach, FL 33442		NEW			
VACANT **(District 4)**			Harte			05/15/21

City of Deerfield Beach

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

Face Sheet
File Number: I.D. 2020-641

Agenda Date: 10/20/2020

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Amendment to Contract #JP119-06-2020 with the Areawide Council on Aging of Broward County, Inc. for the Center of Active Aging Emergency Home Energy Assistance Program to extend the program through March 31, 2021; ratifying execution of the Amendment; and providing an effective date. *(Funds from Account #101-331-1210-69-91 - EHEAP Funds)*

Recommended Action
Commission to vote on Resolution

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

Fiscal Impact
Account Name: EHEAP Funds
Account Number: 101-331-1210-69-91

Background/History
The Emergency Home Energy Assistance Program ("EHEAP") provides assistance for income eligible seniors 60 years old and older who have received a final notice or disconnection notice from Florida Power & Light ("FPL") by assisting with payment of FPL electric bills. Assistance is provided up to twice per year up to $600.00. On October 2, 2019, the City Commission approved Agreement JP119-06-2020 with the Areawide Council on Aging of Broward County, Inc. (the "Council") for the EHEAP (the "Agreement"). The Agreement has an expiration date of September 30, 2020.

Current Activity
Due to the COVID-19 pandemic, the Council has agreed to extend the Agreement until March 31, 2021.

The City Manager electronically signed the extension on 9/28/2020.

Recommendation
Approval is recommended.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AMENDMENT TO CONTRACT #JP119-06-2020 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. FOR THE CENTER OF ACTIVE AGING EMERGENCY HOME ENERGY ASSISTANCE PROGRAM TO EXTEND THE PROGRAM THROUGH MARCH 31, 2021; RATIFYING EXECUTION OF THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on October 2, 2019, the City Commission approved Contract #JP119-06-2020 (the "Contract") with the Areawide Council on Aging of Broward County, Inc. (the "Council") for the Center of Active Aging Emergency Home Energy Assistance Program (the "EHEAP"); and

WHEREAS, funds from the EHEAP provide assistance to eligible seniors who have received final notice or disconnection notices from Florida Power & Light; and

WHEREAS, financial assistance may be provided up to twice a year, up to $600; and

WHEREAS, the Contract was set to expire on September 30, 2020; and

WHEREAS, due to the COVID-19 pandemic, the City and Council desire to amend the Contract to extend the expiration date until March 31, 2021 (the "Amendment"); and

WHEREAS, City Staff recommends the City Commission approve and ratify execution of the Amendment with the Council, attached as Exhibit "A," to extend the expiration date of the Contract to March 31, 2021.

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

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

Section 2. The City Commission hereby approves the Amendment with the Council, attached as Exhibit "A," to extend the expiration date of the Contract to March 31, 2021.

Section 3. The City Commission hereby ratifies the City Manager's execution of the Amendment with the Council, attached as Exhibit "A," to extend the expiration date of the Contract to March 31, 2021.

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

THIS AMENDMENT 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," and collectively referred to as the "Parties," to amend Contract JP119-06-2020.

The purpose of this amendment is to change the terms of the contract and replace an attachment.

(1) Section 3 is hereby amended to read as follows:

3. **Term of Contract**
   This Contract shall begin at 12:00 a.m., Eastern Standard Time, October 1, 2019 or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at 11:59 p.m., Eastern Standard Time, March 31, 2021.

(2) ATTACHMENT III is hereby revised and replaced in its entirety.

This amendment will be effective on the last date that this amendment has been signed by both Parties.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all of its attachments are hereby made a part of the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the Parties hereto have caused this 3-page amendment to be executed by their undersigned officials as duly authorized.

CONTRACTOR:
City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging

BOARD PRESIDENT OR AUTHORIZED DESIGNEE

David Santucci
David Santucci (Sep 28, 2020 09:36 EDT)
SIGNED BY:

David Santucci
NAME:

City Manager
TITLE:

Sep 28, 2020
DATE:

Areawide Council on Aging of Broward County, Inc.

Pauline Grant
Pauline Grant (Sep 29, 2020 16:25 EDT)
SIGNED BY:

PAULINE GRANT
NAME:

PRESIDENT
TITLE:

Sep 29, 2020
DATE:

S. Gillyard
S. Gillyard (Sep 29, 2020 13:59 EDT)
SIGNED BY:

S. Gillyard
NAME:

City Clerk
TITLE:

Sep 29, 2020
DATE:

FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30

ATTACHMENT III

EMERGENCY HOME ENERGY ASSISTANCE PROGRAM (EHEAP)

INVOICE REPORT SCHEDULE

Report Number	Based On	Submit to Council On This Date
1	October Expenditure Report	November 7
2	November Expenditure Report	December 6
3	December Expenditure Report	January 8
4	January Expenditure Report	February 7
5	February Expenditure Report	March 6
6	March Expenditure Report	April 7
7	April Expenditure Report	May 7
8	May Expenditure Report	June 5
9	June Expenditure Report	July 9
10	July Expenditure Report	August 7
11	August Expenditure Report	September 7
12	September Expenditure Report	October 7
13	October Expenditure Report	November 6
14	November Expenditure Report	December 7
15	December Expenditure Report	January 7
16	January Expenditure Report	February 5
17	February Expenditure Report	March 5
18	March Expenditure Report	April 7
19	Final Expenditure Report	May 7

Note # 1: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 2: Reports submitted after the 10th of the month may be processed the following month.

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", and collectively referred to as the "Parties." This Contract is subject to all provisions contained in the Master Contract JM018-06-2020, 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**
The 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 JM018-06-2020, 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 reference 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 at 12:00 a.m., Eastern Standard Time, October 1, 2019 or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at 11:59 p.m., Eastern Standard Time, September 30, 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 **$38,850.94** or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

5. **Renewals**
By mutual agreement of the Parties, in accordance with s. 287.058(1)(g), F.S., the Council may renew the 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 charge. 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. **Provision of Services:**

The Contractor shall provide services in the manner described in ATTACHMENT I.

7. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under this Contract is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441 954-480-4449
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351
e.	The name, address, and telephone number of the Council's Contract Manager for this Contract is:	Aquela Parchment 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.		

8. All Terms and Conditions Included:

This Contract and its Attachments, I - X 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.

IN WITNESS THEREOF, the Parties hereto have caused this 34-page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging

BOARD PRESIDENT OR AUTHORIZED DESIGNEE

SIGNATURE

David Santucci

NAME:

City Manager

TITLE:

10/4/19

DATE:

FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30
DUNS: 086-382-090

Areawide Council on Aging of Broward County, Inc.

SIGNATURE

Naushira Pandya, M.D.

~~PAULINE GRANT~~

NAME:

2nd Vice PRESIDENT

TITLE:

10-11-19

DATE:

ATTACHMENT I

STATEMENT OF WORK
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM (EHEAP)

SECTION I – SERVICES TO BE PROVIDED

1.1 DEFINITIONS OF ACRONYMS

CIRTS - Client Information and Registration Tracking System
DEO – Department of Economic Opportunity
DOEA-State of Florida, Department of Elder Affairs
EHEAP - Emergency Home Energy Assistance for the Elderly Program
FFATA - Federal Financial Accountability and Transparency Act
LIHEAP - Low Income Home Energy Assistance Program
MOU - Memorandum of Understanding
NOI - Notice of Instruction
OMB - Office of Management and Budget
SNAP – Supplemental Nutrition Assistance Program
SSI – Social Security Income
WAP - Weatherization Assistance Program
CAP - Corrective Action Plan
EPLS - Excluded Parties List System
SAM - System for Award Management (www.sam.gov)
DUNS - Dun and Bradstreet Numbering System

1.1.1 PROGRAM SPECIFIC TERMS

18 hours – The timeframe by which all applications for crisis assistance are acted upon with an eligible action to mediate the crisis within 18 hours of the application date stamp, and documenting the eligible action taken in the client file.

Caseworker – Person who has the responsibility of determining program eligibility by completing the EHEAP Eligibility Worksheet (Page two of Department Form 114), and awarding crisis benefits.

Caseworker Signature Date – The date that the client's completed application is processed, eligibility determined, and the crisis resolved. This date shall not be changed. Signatures must be in ink. Rubber-stamped signatures will not be accepted.

Client Application Date -The date the application is completed (whether by self or with assistance) and signed by the client. Signatures must be in ink. Rubber-stamped signatures will not be accepted. This date shall not be changed. If the client cannot write their signature on the application, or any other required document, and must sign with an "X", two witnesses are required.

Crisis - A home cooling or heating crisis exists when an elder has no access to, or is in immediate danger of losing access to needed home energy.

Crisis Assistance – Assistance provided to an elder who has no access to, or is in danger of losing access to, needed home energy.

Date of Resolution – The date that a documented commitment to pay was made to the utility vendor to resolve the energy crisis. This date is used as the EHEAP Client Enrollment date in the Department's Client Information and Registration Tracking System (CIRTS). This date shall not be changed.

(1) The amount of time elapsed between the Date Stamp and the Date of Resolution shall determine whether or not the 18-hour rule was met.
(2) Vendors must be paid within 45 days of the date of resolution.

Date Stamp –The date the application and all required documentation is presented in acceptable form to intake staff. An inked stamp must be used and the date shall not be changed. The 18-hour rule for crisis resolution begins when the application is date stamped.

Disability – A disabling condition that causes an elder to be determined eligible to receive Supplement Security Income (SSI) or Social Security Disability Income (SSDI) payment from the Social Security Administration.

Elder – An individual aged 60 or older.

Eligible Action – An action taken by the caseworker to mediate an elder's energy crisis. Eligible actions include:
(1) Approval of an elder's application;
(2) Denial of an elder's application pending further information;
(3) Denial of an elder's application because the elder is deemed ineligible;
(4) Contact with a utility vendor to halt utility disconnection or interruption in services; or
(5) Written referral to and providing the elder with assistance contacting another agency if EHEAP funding is not available or the elder is ineligible.

Energy Subsidy - Utility costs paid directly or indirectly to the elder who lives in government –subsidized housing.

Household – Any individual or group of individuals who are living together as one economic unit for whom residential energy is customarily purchased in common or who make undesignated payments for energy in the form of rent.

Household Member – Persons in a household who share a common kitchen or bath and purchase residential energy in common.

Intake Worker – Person who accepts the EHEAP application and required documentation and may have the responsibility to determine eligibility or award crisis benefits.

Minimum Level of Service – Three crisis benefits per month.

Crisis Assistance Benefit – Payment of heating/cooling energy bill; the purchase of heating/cooling device; and/or the repair of a heating/cooling device.

Priority for Assistance – Households with the highest home energy needs and lowest household income, determined by taking into account both the energy burden and the unique situation of such households with members of vulnerable populations, including very young children, individuals with disabilities, and frail elder individuals.

Provider – The entity that is awarded a contract, subcontract or has entered into a MOU to provide services under EHEAP. For the purposes of this contract, the terms "Provider" and "Contractor" may be used interchangeably.

Reasonable Promptness - Within 15 working days of receiving the client's completed application.

Request for Payment – Submission of actual monthly expenditures for reimbursement.

Service Unit – One individual (elder) served with crisis energy assistance.

Social Security Number – The number on an elder's Social Security card, or an award or determination letter from an entity, such as a government agency that has already verified the social security number.

Supervisory/Peer Review Date – The date that a supervisor or peer reviewed the application and documentation, and signed the application indicating vendor payment can be made. The intent of the supervisor/peer review is to avoid errors in eligibility determination, payment amounts, and to alleviate the possibility of fraud. This date shall not be changed. Signatures must be in ink. Rubber-stamped signatures will not be accepted.

Verification Date – The date the caseworker verified previous Low Income Home Energy Assistance Program (LIHEAP) crisis benefits with the LIHEAP provider or the minimum amount necessary to resolve the crisis with the utility company. This date shall not be changed.

1.2 MISSION STATEMENT

The EHEAP serves the mission of the DOEA by providing home energy assistance aid to elders in the event of a home energy heating or cooling emergency.

1.3. GENERAL DESCRIPTION

1.3.1 General Statement

The EHEAP serves the mission of the DOEA by providing home energy assistance aid to elders in the event of a home energy heating or cooling emergency. EHEAP is designed to assist low-income households with at least one member aged 60 or older experiencing a heating or cooling emergency. Eligible households may receive one crisis assistance benefit up to a maximum of $600.00 in the cooling season and one crisis assistance benefit up to a maximum of $600.00 in the heating season. These funds are intended to be used to make payments to utility companies and/or fuel suppliers; purchase blankets, portable heaters, fans, and air conditioners; repair or replace existing heating or cooling equipment; pay deposits, late fees, or disconnect and reconnection fees; provide temporary emergency shelter; or resolve other heating and cooling emergencies.

1.3.2 Authority

The relevant federal and state authorities governing EHEAP are:
(1) Low Income Home Energy Assistance Act of 1981;
(2) 42 United States Code (USC) Section 8621 et seq.;
(3) Title XXVI of Public Law 97-35, as amended;
(4) 45 Code of Federal Regulations (CFR) part 96, Subpart H;
(5) Section 409.508, Florida Statutes;
(6) Chapter 73C-26, Florida Administrative Code (FAC);
(7) State of Florida LIHEAP Policies and Procedures Manual; and
(8) LIHEAP State Plan.

1.3.3 Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of EHEAP. Eligible households may receive one benefit per heating or cooling season, not to exceed $600.00 each. If eligible, elders may receive one cooling (summer) crisis assistance benefit during the period from April 1 to September 30, and one heating (winter) crisis assistance benefit between October 1 to March 31, each year. An applicant's eligibility for crisis benefits is not related to the agency's contract periods.

Weather-Related/Supply Shortage funds can be provided in addition to crisis benefits when authorized by the Department of Economic Opportunity (DEO). When benefits are distributed for a weather-related/supply shortage emergency, the Contractor agrees to comply with directives provided by the Council as to the allowable expenditures of these funds.

The services provided under this contract will be in a manner consistent with and described in ATTACHMENT I, SECTION II: MANNER OF SERVICE PROVISION. The Contractor, in collaboration with its EHEAP program partners will ensure the following service tasks are completed:

(1) Client Outreach;
(2) Program Partners and Stakeholders Coordination;
(3) Applicant's Benefit Eligibility Determination; and
(4) Benefit Disbursement.

1.3.4 Major Program Goals

A home cooling or heating crisis exists when an elder has no access or is in immediate danger of losing access to needed home energy because one or more of the following conditions is present:

(1) The elder's home cooling or heating energy source has been cut off;
(2) The elder has been notified that the energy source for cooling or heating will soon be cut off;
(3) The elder has a bill or notice for which the due date has lapsed;
(4) The elder has received a notice indicating the energy source is delinquent or past due;
(5) The elder is unable to get delivery of heating fuel, is out of heating fuel, or is in danger of being out of heating fuel; or
(6) The elder has other problems with lack of cooling or heating in the home, such as needing to pay a deposit, needing a repair or purchase of heating or cooling equipment, or needing interim emergency measures to avoid further crisis.

1.3.5 Allowable Crisis Assistance Benefits

(1) Utility payments for heating/cooling bill assistance:
   a. Electric
   b. Gas
   c. Propane
   d. Wood/coal
   e. Refillable fuels
   f. Pre-pay home energy usage:
      (i) The elder should be within seven (7) days of using the remaining balance of energy source pre-purchased, power is currently disconnected/shut off, or the elder needs a deposit.
      (ii) Use the LIHEAP Income Matrix to determine the benefit amount.
(2) Crisis assistance benefit may consist of payment of more than one energy obligation, per heating and cooling season, for a household to resolve a single crisis, thus allowing for the purchase or repair of fans, blankets, air conditioners, or portable heaters in addition to heating/cooling bill assistance, that combined does not exceed the maximum crisis benefit of $600.
(3) Crisis situations may involve a heater or air conditioner that is powered by both gas and electricity, in which case, both energy obligations are eligible for a crisis benefit payment that combined does not exceed the maximum crisis benefit of $600.
(4) Water, sewer, and garbage charges may not be paid unless included on a utility bill and required as part of the energy portion of the bill to maintain service to the household and does not exceed the maximum limit of $600.
(5) Repair or replacement of heating/cooling unit is allowable within the maximum limit of $600, provided any required installation or repair work is completed by a licensed contractor.
(6) Deposits to connect or restore energy is allowable, not to exceed the maximum limit of $600.
(7) Late fees, disconnect, and reconnect fees are allowable, not to exceed the maximum limit of $600.
(8) Charges from a previous account held by the client that is now closed are allowable, not to exceed the maximum limit of $600.

(9) Payment to landlord when utility costs are included in the client's rent is allowable, not to exceed the maximum limit of $600.
(10) Temporary emergency shelter is allowable, if due to energy related crisis, not to exceed the maximum limit of $600.

1.4 CLIENTS TO BE SERVED

1.4.1 General Description

EHEAP serves low-income households with at least one individual age 60 or older, experiencing a home energy heating or cooling emergency. A household receiving EHEAP services may not have an income above 150% of the poverty level as published by the United States Department of Health and Human Services. The guidelines and effective date are transmitted by the DOEA to the Council and will be provided to the Contractor upon receipt.

1.4.2 Client Eligibility

To be eligible for services under this contract, and to receive assistance, an applicant must:
(1) Be aged 60 or older;
(2) Reside in the EHEAP service area (Broward County) at the time the home energy costs were incurred;
(3) Complete and return an EHEAP application with all required information and verification to the Contractor while funds remain available;
(4) Provide a fuel bill or other documentation evidencing an energy emergency and an obligation to pay for home energy costs for the home in which they live;
(5) Possess a total gross household income of not more than 150% of the OMB federal poverty level for the size of the household;
(6) Not be a resident of a group living facility or a home where the cost of residency is at least partially paid (or subsidized) through any foster care or residential program administered by the State;
(7) Not be a student living in a dormitory;
(8) Experience a verifiable home heating or cooling g or cooling crisis as defined in Section 1.4.3 and 1.4.4 of this contract;
(9) Legally reside in the State of Florida.

1.4.3 Cooling Crisis (Summer)

A home cooling crisis exists when an elder has no access or is in immediate danger of losing access to needed home energy because one or more of the following conditions are present:
(1) The elder's home cooling energy source has been cut off;
(2) The elder has been notified that the energy source for cooling will soon be cut off;
(3) The elder has a bill or notice for which the due date has lapsed;
(4) The elder has received a notice indicating the energy source is delinquent or past due; or
(5) The elder has other problems with lack of cooling in the home.

1.4.4 Heating Crisis (Winter)

A home heating crisis exists when an elder has no access or is in immediate danger of losing access to needed home energy because one or more of the following conditions are present:
(1) The elder's home heating energy source has been cut off;
(2) The elder has been notified that the energy source for heating will soon be cut off;
(3) The elder has a bill or notice for which the due date has lapsed;
(4) The elder has received a notice indicating the energy source is delinquent or past due;

(5) The elder is unable to get delivery of heating fuel, is out of heating fuel, or is in danger of being out of heating fuel; or
(6) The elder has other problems with lack of heating in the home.

1.4.5 Government Subsidized Housing and Utility Subsidies

The Contractor must determine if all or part of the utility costs are paid directly (utility reimbursement) or indirectly (utility allowance) by the government if the client lives in government subsidized housing. The Contractor will proceed as follows:

(1) If total home heating or cooling costs are included in the rent and the client has no obligation to pay any portion of the costs, then the client is not eligible for assistance.
(2) If there is a Florida Section 8 (Housing Choice Voucher Program) or a Public Housing Authority (PHA) Program energy subsidy available to the client during the period covered by the utility bill, then the client is eligible only for partial assistance. The energy subsidy for the period covered by the utility bill must be subtracted from the allowable EHEAP benefit calculated for the household.

1.4.6 Means Tested Programs

Elders receiving Supplemental Nutrition Assistance Program (SNAP) or Social Security Income (SSI) may use program qualification approvals or notifications to document household size and income. Elders shall meet program income eligibility guidelines and possess a total gross household income of not more than 150% of the OMB Federal poverty level for the size of the household. The benefit level is the same as that of other qualified elders.

1.4.7 Obtain a signed statement of maintenance from the client explaining how basic living expenses, i.e., food, shelter and transportation are being provided, if the total household income is less than 50% of the current federal poverty guidelines and no one in the household is receiving SNAP.

1.4.8 Ensure elders receive no more than one approved crisis assistance benefit during the cooling (summer) season, April 1 – September 30, and one approved crisis assistance benefit during the heating (winter) season, October 1 – March 31.

1.4.9 Social Security Number Requirement

Social Security Numbers and documentation of that number are required for all household members.

1.4.10 Calculation of Income Eligibility

Calculate the income eligibility of the client by using the past thirty (30) days earnings for all occupants of the household annualized, or the client's current economic situation.

(1) Contractors shall reference the current year DEO Sources of Income to determine what is considered allowable income.
(2) Total household income cannot exceed 150% of the current federal poverty guidelines; and
(3) Obtain a self-declaration from household members 18 years or older claiming zero income. Self-declarations must be completed and signed by the household member who is claiming zero income.

SECTION II – MANNER OF SERVICE PROVISION

2.1. SERVICE TASKS

In order to achieve the goals of the EHEAP program, the Contractor will ensure the following tasks are performed:
(1) Consumer Outreach;
(2) Program Partners and Stakeholders Coordination;
(3) Applicant's Benefit Eligibility Determination; and
(4) Benefit Disbursement

2.1.1 Consumer Outreach

To ensure that households in Broward County wishing to benefit from the program have the opportunity to do so. The Contractor shall undertake client outreach initiatives designed to inform potentially eligible households in Broward County about EHEAP, especially those elderly households with disabled individuals, young children and those with the highest percentage of their income required to pay for their home energy. Outreach activities must be carried out regardless of whether funds are utilized in this category. Specific outreach initiatives shall include, but are not limited to:

(1) Informing all local agencies, non-profits and similar organizations that are in regular contact with the low-income population about the program, especially those serving seniors;
(2) Encouraging program participation through local television and radio programs and to place announcements of the program in media community calendars;
(3) Developing and implementing a written procedure regarding making home visits to homebound elderly persons for completion of the program application and eligibility determination when other assistance is not available.
(4) Making visits in response to requests by a local congregational center serving elder or disabled persons, to provide information, and/or make presentations explaining EHEAP.
(5) Providing information provided by the Council concerning the local weatherization program to all persons who request it (including organizations that provide outreach activities).
(6) Outreach Plan Survey - Contractor shall submit to the Council Contract Manager the EHEAP Outreach Plan Survey. The purpose of the Outreach Plan Survey is to delineate all activities and outreach efforts to inform potentially eligible households about EHEAP during the contract period. Contractor is required to submit to the Council's Contract Manager the EHEAP Outreach Plan Survey on or before **October 18, 2019**.

2.1.2 Program Partners and Stakeholders Coordination

The Contractor shall coordinate services with other program partners and stakeholders to prevent the duplication of services, facilitate referrals and improve the efficiency of services for clients. Coordination activities shall include, but not be limited to:

2.1.2.1 Responsibility for coordinating services and communicating with the DEO LIHEAP Contractors in the respective services areas to prevent the duplication of benefits to clients. Additionally, the Contractor shall review LIHEAP and EHEAP records for households with elderly members to ensure duplicate crisis assistance payments are not received during the same heating or cooling season.

2.1.2.2 The Contractor will establish a MOU with all WAPs in Broward County. The MOU shall detail cooperative efforts and describe the actions that will be taken by either the Contractor or the Council and the WAP agency to assure coordination and referrals. The MOU shall be reviewed and renewed at least every five (5) years. The Contractor, in coordination with the local WAP agency, shall develop a system by which EHEAP applicants who have received more than three

EHEAP and LIHEAP benefits in the last 18 months and who are homeowners are referred to a WAP provider. The Contractor will maintain copies of all MOUs in each contract file.

2.1.2.3 The Contractor will establish a MOU with Broward County LIHEAP Contractors. The Contractor will ensure coordination of services, avoid duplication of assistance, increase the quality of services provided to elderly participants. The MOU shall require LIHEAP providers to refer individuals age 60 or older to EHEAP providers for energy assistance. The MOU shall be reviewed and renewed at least every five (5) years. The Contractor will maintain copies of all MOUs in each contract file. MOUs with the local LIHEAP agencies are to be updated if one of the contracted parties change. The MOUs must be applicable to the Contractor's current EHEAP program requirements and guidelines.

2.1.2.4 Developing agreements with home energy vendors that benefit clients. The Contractor will maintain copies of all vendor agreements. All agreements between the Contractor and home energy vendors must contain, at minimum the following conditions:

(1) The beginning and ending date of the agreement;
(2) The Vendor Agreement must include a process for identifying the Contractor's representatives authorized to resolve a crisis situation and make a payment commitment on behalf of the Contractor;
(3) The Vendor Agreement must include a process for identifying the Vendor's representatives authorized to resolve a crisis;
(4) A description of how energy payments will be made directly to the vendor on behalf of the EHEAP eligible customer. In cases where no Vendor-Contractor agreement exists, the payment shall be made to the client in the form of a two-party check made payable to the client and vendor. This procedure shall be used only in rare special circumstances, according to the Contractor's purchasing policies and only with written approval of the Contractor's management;
(5) Assurances from the home energy supplier that no household receiving EHEAP assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements;
(6) Assurances from the home energy supplier that they will not discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made;
(7) A statement that only energy-related elements of a utility bill are to be paid. No water and sewage charges may be paid except if required by the energy vendor to resolve the crisis and no other resources to pay that portion of the bill can be secured by the client or Contractor;
(8) A statement that the Contractor may not pay for charges that result from illegal activities such as a bad check or meter tampering, and that the vendor is aware that those charges are the responsibility of the client;
(9) Assurance from the energy vendor that when the benefit amount to the client does not pay for the complete charges owed by the client, the client is responsible for the remaining amount owed;
(10) Details on how the vendor will assist the Contractor in verifying the EHEAP applicant's account information and in the case of crisis assistance make timely commitments to resolve the crisis. A process should be in place to verify the current amount owed and the amount necessary to resolve the crisis situation;
(11) The Contractor's commitment to make payment to the vendor within 45 days of the date of crisis resolution;

(12) Assurance from the energy vendor that when EHEAP payments made to the vendor cannot be applied to the client's account, the funds will be returned to the Contractor or with the Contractor's approval applied to another eligible customer's account;
(13) The agreement will be reviewed by both parties at least every two (2) years to ensure all conditions are still in force;
(14) Vendor agreements must be signed by a representative of both the Contractor and the vendor who has authority to bind the entity and enter into such commitments;
(15) The energy vendor, with the exception of municipal providers, must be in "active" status with the State of Florida: http://sunbiz.org/search.html and the vendor's name must be checked on EPLS: https://www.epls.gov/. The business name on the vendor agreement must match the legal business name on the State of Florida website;
(16) An assurance that the Contractor shall collect a signed Authorization for Release of General and/or Confidential Information for EHEAP Data from each eligible client and ensure the signed releases are available for inspection by the energy vendor; and
(17) An assurance that energy vendors are aware that as long as signed Authorization for Release of General and/or Confidential Information for EHEAP Data are collected and available, the energy vendor will provide the requested customer data to DEO.

2.1.2.5 The Contractor shall submit to the Council Contract Manager a copy of all vendor agreements, and any subsequent changes or renewals, between the Contractor and home energy vendors.

2.1.3 Applicant's Benefit Eligibility Determination

The Contractor shall begin taking applications for EHEAP services upon full execution of this contract, and continue taking applications until the contract expires or funds are exhausted. The Contractor will not accept applications when funds are exhausted for a particular time period. The Contractor shall:

2.1.3.1 Provide assistance to clients in completing the DOEA provided applications for assistance and determining eligibility.

2.1.3.2 Treat homeowners and those who rent equitably under this contract.

2.1.3.3 Ensure that no one is excluded from program participation on the grounds of age, race, color, national origin, sex, sexual orientation, gender, gender expression or disability, and such person shall not be subjected to discrimination under any activity funded in whole or in part with these funds.

2.1.3.4 Ensure all ineligible applicants and applicants denied crisis assistance, when EHEAP funds are not available or are insufficient to meet their emergency home energy needs, are referred to and assisted in securing help through other community resources;

2.1.3.5 Ensure that all eligible applicants meet the eligibility requirements as stated in this contract.

2.1.4 Benefit Disbursement

Contractor shall implement appropriate program management and operational controls to ensure all applications for crisis assistance are acted upon with an eligible action to mediate the crisis within 18 hours of the application date stamp, and shall document in the client file that the crisis was resolved within 18 hours. Eligible actions include:
(1) Approval of application;

(2) Denial of application pending further information;
(3) Denial of application because client is deemed ineligible;
(4) Contact with utility vendor to halt utility disconnection or interruption in services; or
(5) Written referral to another community agency, along with assistance to the applicant in contacting the agency, another agency if EHEAP funding is not available or the elder is ineligible.

2.1.4.1 Provide all elders a written Notice of Approval and Appeal within 15 working days of crisis resolution that includes:
(1) Type and amount of assistance;
(2) Name of the energy vendor to be paid on elder's behalf;
(3) The next date when the elder will be eligible to apply for further assistance; and
(4) Contractor's appeal process.

2.1.4.2 Provide all elders whose EHEAP applications were denied with a written Notice of Denial and Appeal within 15 working days of receiving the elder's application. At a minimum, the written Notice of Denial and Appeal shall contain:
(1) Name of the elder;
(2) Date of application;
(3) Type of benefit sought;
(4) Reason(s) for denial;
(5) Statement on Contractor's benefit limits, if applicable;
(6) Appeal process;
(7) Explanation of under what circumstances the elder may reapply;
(8) Information or documentation needed for the elder to reapply;
(9) The name, address, and phone number applicable to the appeal process; and
(10) Number of days the elder has to file the appeal.

2.1.4.3 The Contractor will develop written client appeal procedures that provide an opportunity for a fair administrative hearing to individuals whose application for assistance are denied or whose applications are not acted upon with reasonable promptness. "Reasonable promptness" shall be defined as within 15 working days or receiving the client's completed application.

2.1.4.4 At a minimum, Contractor's appeal process must provide an opportunity for clients to file a written appeal or complaint with Contractor's Program Supervisor within ten (10) working days of receipt of the written Notice of Denial and Appeal:
(1) Upon receipt of a validly filed appeal or complaint, Contractor must respond in writing within ten (10) working days;
(2) The client may appeal Contractor's first response by filing its objections to the response with Contractor's Director, Executive Director or Board Chair, as applicable, within five (5) working days of receipt of the first response;
(3) Upon receipt of a validly filed objection to the first response, Contractor must respond in writing within ten (10) working days, and the response must clearly state the final outcome of the appeal, that the decision is final, and if applicable, the circumstance under which the client may reapply for services.

Appeal provisions must be posted in a prominent place within the office where applications are taken. The provisions must be posted in plain view for all clients.

2.1.4.5 Ensure no client fees are charged, nor donations accepted, from a client in order to receive EHEAP benefits. The Contractor will ensure the following notice is posted in a conspicuous place at all points where EHEAP applications are received: "No money, cash or checks will be requested or received from customers in the EHEAP office. If an employee asks for money, report this to the agency executive director or department head".

2.1.4.6 Maintain a written policy and implement procedures to protect and secure elder applicants', and household members', information and social security numbers in order to protect their identities from theft or fraud. This policy shall address the handling of both paper and electronic records and files. Contractor shall, in collecting clients', and household members', social security numbers, use the Notice Regarding Collection of Social Security Numbers, which is incorporated into this contract by reference. The Notice Regarding Collection of Social Security Numbers shall be signed by the client and retained in the client file.

2.1.4.7 Contractor shall comply with the Federal Financial Accountability and Transparency Act (FFATA). This includes securing a Dun and Bradstreet Numbering System (DUNS) number (www.dnb.com) and maintaining an active and current profile in the System for Award Management (SAM) (www.sam.gov).

2.1.4.8 Based on local need for EHEAP services and other non-EHEAP energy assistance resources in the service area, Contractor may limit crisis benefits to less than those stated in Section 1.3.4. Policy changes concerning the amount of crisis benefits available to clients require Council approval, and notification to current and potential clients of the change.

2.1.4.9 Ensure that all energy assistance payments made to energy vendors comply with the requirements of Section 2.1.2 of this agreement.

2.1.5 Contractor Responsibilities

Making vendor payments directly to fuel providers on behalf of eligible consumers, or <u>only</u> in instances where vendor agreements cannot be negotiated, make payments directly to consumers in the form of a one or two party check.

2.1.5.1 Determining the correct amount of each crisis benefit based on the minimum necessary to resolve the crisis, but not more than the item limits or total limit set by the DOEA. The maximum crisis benefit for this contract period is $600.00 per household per season.

2.1.5.2 Having a written policy that encourages households to seek assistance prior to incurring non-energy penalties such as disconnect/reconnect fees, additional deposits, interest or late payments.

2.1.5.3 Making home energy payments to vendors on behalf of approved elders within 45 days of the date of crisis resolution.

2.1.5.4 Making payments on behalf of those consumers with the highest home energy needs and the lowest household income, which will be determined by taking into account both the energy burden and the unique situation of households that result from having members of vulnerable population, including very young children, the disabled and frail older individuals.

2.1.5.5 Refunding to the Council, with non-federal funds, all funds incorrectly paid on behalf of consumers that cannot be collected from the consumer.

2.1.5.6 Developing adequate procedures to ensure EHEAP funds are appropriately budgeted and expended to permit payment of energy assistance benefits in both the heating and cooling seasons. Procedures should include referral to other community agencies when funds budgeted for a particular period are exhausted and consumers are subsequently denied.

2.1.5.7 Developing adequate procedures to address the use of EHEAP funds for clients who are on oxygen support or a "Lifeline Program" and must have power.

2.1.5.8 Developing a written policy regarding the use of funds for repairs to heating or cooling equipment. The procedures must address under what conditions an applicant is eligible and what constitutes an emergency related to lack of heating or cooling.

2.1.6 Staffing Requirements

2.1.6.1 Staffing Levels

The Contractor shall dedicate the staff necessary as required to meet the obligations of the contract and ensure that the staff responsible for performing this Contract have the qualifications as specified in the DOEA Program and Services Handbook.

The Contractor shall ensure the provision of training for all staff members assigned responsibilities within the program. Appropriate staff shall participate in training opportunities scheduled by the Council to cover EHEAP policies and procedures.

2.1.6.2 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 agreement without having a binding subcontractor agreement executed. In accordance with Section 23 of the Master Contract JM018-15-2020, 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 days of the subcontract being executed.

2.1.6.3 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.

2.2 SERVICE DELIVERY

2.2.1 Service Delivery Location

The Contractor shall ensure that the services provided under this contract are available to residents within Broward County by in-person service, telephone, and/or other electronic means.

2.2.2 Service Times

The Contractor shall provide the services listed in this contract at a minimum, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. Contractor shall publish its service delivery location, toll-free telephone number and normal business hours.

2.3 DELIVERABLES

Contractor shall report monthly the following on Contractor's Request for Payment, ATTACHMENT V, as described in Section 3.2 of this Contract:
(1) The total number of individuals served with crisis assistance for the reporting month;
(2) The total number of individuals ineligible or denied assistance during the reporting month;
(3) The total number of individuals served by referral to other community resources for energy assistance during the report month; and
(4) Certification that Contractor operated during its regular business hours as identified in Section 2.2.2 of this Contract.

2.4 PERFORMANCE SPECIFICATIONS

2.4.1 Reports

The Contractor is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the Council. The Contractor must establish due dates that permit the Contractor to meet the Council's reporting requirements.

2.4.1.1 EHEAP Summary Report

Contractor shall ensure timely and accurate CIRTS data entry of EHEAP activity and submit to the Council Contract Manager the service report entitled "EHEAP Summary" from CIRTS. The report shall reflect the use of EHEAP and shall be inclusive of all elders applying for crisis energy assistance during the reporting month or period. The report shall be submitted based on the following schedule:

Report	Report Period	Season	Date Due to Council
1	10/01/19 – 12/31/19	Heating Season	January 14, 2020
2	01/01/20 – 03/31/20	Heating Season	April 12, 2020
3	04/01/20 – 06/30/20	Cooling Season	July 12, 2020
4	07/01/20 – 09/30/20	Cooling Season	October 14, 2020

The parameters for the EHEAP Summary Report for the program year shall be:
(1) PSA
(2) Provider
(3) All Locations
(4) Current Reporting Period

2.4.1.2 Program Effectiveness Reports

The Contractor agrees to provide to the Council other service reports on the effectiveness of the program and include statistics and information that the Council may require. The report period shall begin with the effective date of this contract in a format and according to a schedule provided by the Council for each report.

2.4.2 Records and Documentation

Contractor will maintain a separate record (paper and CIRTS) for each EHEAP client that includes the following:

(1) The EHEAP Application and Eligibility Worksheet, DOEA Form 114, completed and signed by Contractor and the client. The application must be approved by a supervisor or peer prior to payment remittance. Contractor is responsible for using the most recent application and EHEAP Application and Eligibility Worksheet Instructions, issued by the DOEA through the NOI process;
(2) Client's name, address, sex, and age;
(3) Names, ages and current identification documentation (no more than one year expired) of all household members;
(4) Social Security numbers and documentation of that number for all household members or the citation to the applicable exemption;
(5) Signed notice regarding the collection of Social Security numbers (NOI #071113-1-I-SWCBS, http://elderaffairs.state.fl.us/doea/notices/July13/LIHEAP%20Notice%20re%20Social%20Security%20Numbers%20Final.pdf);
(6) Income amount and method of verification for all household members;
(7) Income documentation to support eligibility that is representative of the client's current economic situation;
(8) Statement of self-declaration of income, if applicable;
(9) Signed Statement of how basic living expenses (i.e., food, shelter, and transportation) are being provided if the total household income is less than 50% of the current Federal Poverty Guidelines and no one in the household is receiving SNAP assistance;
(10) Documentation of the client's obligation(s) to pay an energy bill for the residence in which they live. Use of the most current utility bill(s) which provides the vendor's name and address, account holder's name and physical address, account number, and amount(s) due is required. If the client's utility bill, cutoff notice, or door-hanger notice, etc., does not include all of this information, Contractor must document the verified missing information by writing the information on the utility bill and on the EHEAP Application and Eligibility Worksheet;
(11) Signed Authorization for Release of General and/or Confidential Information for LIHEAP/EHEAP Federal Reporting or notation that the client did not sign the waiver;
(12) Services provided, including copies of utility bills, copies of bills for fans, heaters, or blankets purchased and copies of repair bills;
(13) Copies of approval or denial letters, including appeal process, provided to the client;
(14) Notation if EHEAP prevented disconnection or restored an energy disruption;
(15) If preference is given due to a disability, documentation of such, disability income or physician's statement;
(16) Documentation of referrals to LIHEAP and WAP;
(17) Documentation of coordination with LIHEAP providers to avoid duplication of crisis services for households with elderly residents;
(18) Proof of payment made to vendors;
(19) Documentation of calculation of benefits for elders living in subsidized housing; and

(20) Completed EHEAP Client File Content Checklist DOEA Form 211, ATTACHMENT X.

If the Contractor approves or deny an application, one elderly member of the household must be registered in the DOEA' Client Information and Registration System (CIRTS) using DOEA Form 114 in accordance with CIRTS Policy Guidelines.

2.5 COUNCIL RESPONSIBILITIES

2.5.1 Training and Technical Assistance

The Council will provide to Contractor the State of Florida LIHEAP Policies and Procedures Manual as well as training and technical assistance to ensure the successful fulfillment of the contract by the Contractor. The State of Florida Low Income Home Energy Assistance Program (LIHEAP) Policies and Procedures Manual will provide information and procedures needed to administer EHEAP in Florida.

2.5.2 Contract Monitoring

The Council shall monitor the Contractor's performance 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. Such review shall be made for each function or activity set forth in this contract, and reported in the quarterly report.

2.5.2.1 The Council shall, at its own discretion, conduct investigations concerning any aspect of the Contractor's performance of this contract. The Council shall review 100% of completed EHEAP applications in accordance with the Emergency Home Energy Assistance for the Elderly Client File Content Checklist, DOEA Form 211.

2.5.2.2 The Council shall conduct a full onsite review of Contractor at least once during each three-year period. Contractor shall allow the Council to carry out monitoring, evaluation, and technical assistance, and shall ensure the cooperation of its employees, and of any subcontractors with whom Contractor contracts to carry out program activities. The Council shall conduct EHEAP intake site visits.

2.5.2.3 The Council shall conduct desk review activities throughout the year to monitor contractual program requirements. The Council shall conduct follow-up reviews including prompt return visits to Contractors that fail to meet the goals, standards, and requirements established by the state and federal funding agency.

SECTION III – METHOD OF PAYMENT

3.1 GENERAL STATEMENT OF METHOD OF PAYMENT

This is a cost reimbursement contract. The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **$38,850.94**, subject to the availability of funds and the satisfactory completion of the Tasks/Deliverables, as specified in this contract. All Cost Reimbursement Requests for Payment must include the actual Expenditure Reports beginning with the first month of the contract.

3.1.1 The Contractor agrees to implement the distribution of funds as detailed in the Budget Summary, ATTACHMENT IV. An amendment is required to move funds between categories and to change the total amount of the contract.

3.1.2 Cost Analysis Report and Budget Detail
Contractor shall submit a completed Cost Analysis Report, ATTACHMENT IX, which shall reflect Administrative, Outreach, and Crisis Service allocations to explain the expenditures' allowability, allocability, and reasonableness. The Cost Analysis Report shall be submitted and approved by the Council prior to this contract's execution, as well as, all subsequent amendments that affect the budget.

3.2 INVOICE SUBMITTAL AND REQUESTS FOR PAYMENT
All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the contract; refer to the Invoice Report Schedule, ATTACHMENT III.

3.2.1 All requests for payment and expenditure reports submitted to support requests for payment shall be on DOEA forms 106P and 105P, ATTACHMENT V, accompanied by:
(1) The EHEAP Expenditure Summary for Administration and Outreach expenses, ATTACHMENT VI. This report must be submitted via email in an Excel spreadsheet.
(2) The EHEAP Crisis Client report, ATTACHMENT VII.
(3) Certification that Contractor operated during its regular business hours as identified in Section 2.2.2 of this Contract. A statement to this effect is included in the 106P form.
(4) The following data to be reported in the 106P form:
a. Total number of clients served with crisis energy assistance for the reporting period,
b. Total number of clients ineligible or denied assistance during the reporting period,
c. Total number of clients referred to other community resources for energy assistance during the reporting period, and
d. Total number of applicants during the reporting period.

3.2.2 Date for Final Request for Payment
The final request for payment will be due to the Council no later than **October 15, 2020**.

3.2.3 Contractor shall only expend funding under this Contract for allowable costs resulting from obligations incurred during the contract period.

3.2.4 Contractor shall refund to the Council all funds paid in excess of the amount to which Contractor is entitled under the terms and conditions of this Contract.

3.2.5 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.

3.2.6 The Contractor shall maintain documentation to support payment requests that shall be submitted with the payment request and shall be available to the Council or authorized individuals upon request.

3.2.7 Payment may be authorized only for allowable expenditures in compliance with OMB Circular A-122, which are in accord with the limits specified in the EHEAP Budget Summary, ATTACHMENT IV. Payments due under the terms of this contract may be withheld pending

the receipt and approval by the Council of all financial and programmatic reports requested from the Contractor.

3.2.8 Payment Withholding

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 Section 26 of the Master Contract.

3.3 MODIFICATIONS

3.3.1 The Council shall not be obligated to reimburse the Contractor for outlays in excess of the funded amount of this Contract unless and until the Council officially approves such expenditures by executing a written modification to the original Contract.

3.3.2. Final Request for Adjustments:

Final request for budget revisions or adjustments to contract funds based on expenditures for services provided through March 31, 2020 must be submitted to the Council by March 31, 2020.

3.3.3 The line item budget, as given in ATTACHMENT IV of this Contract and reported on the monthly expenditure reports, may not be altered without a written budget modification submitted in accordance with the terms below:

(1) The Contractor must use a Council approved Budget Modification process.
(2) For the purpose of transferring funds, the following are considered budget categories: Administrative, Outreach, and EHEAP Benefits.
(3) The Contractor may transfer unobligated budgeted line items within a budget category as long as the budget category subtotal remains the same.
(4) The Contractor may transfer unobligated budgeted funds from Administrative, or Outreach to EHEAP Benefits only, unless otherwise directed by the Council.
(5) All requests for modifications to increase or decrease any line item must be submitted to the Council for approval 30 days prior to the anticipated implementation date. Failure to meet this time frame may result in reimbursement delays.
(6) A letter of explanation and a completed request for budget modification, signed by the Contractor, must be submitted to the Council and approved prior to the submission of a financial status report in which the changes are implemented.
(7) None of the budget transfers may violate this Contract or OMB Circulars A-110, Common Rule, A-121 or A-87. The budget revision(s) will be reviewed by the Council for compliance with these circulars.

3.3.4 Administrative Expense

Administrative expenses include costs for general administration and coordination of the program, including direct and indirect costs. This includes the salaries, fringe, rent, utilities, travel, etc. associated with financial and administrative management of the program.

The use of other federal funds to supplement the administrative operations of EHEAP, above and beyond the budgeted amount, is prohibited. Administrative costs that exceed the contracted EHEAP administrative awards to Contractor or subcontractor must be paid from non-federal sources. Contractors must have adequate procedures for monitoring and oversight to ensure compliance.

3.3.5 Outreach Expenses

Outreach expenses are those costs incurred in delivering EHEAP services that are not purely administrative in nature. This may include staff expenses such as salaries, fringe, rent, utilities, travel, etc. for those employees performing outreach and intake.

Outreach expense shall not include senior management expense, unless outreach and intake with direct contact with elders occurs. Documentations to support exceptions shall be maintained by Contractor and available upon request.

3.3.6 Remedies-Nonconforming Services

(1) The Contractor shall ensure that all participants served under this Contract are eligible for the program and that all monthly and/or quarterly performance reports and financial records are maintained for each reporting period and submitted as stipulated in this Contract.
(2) Any nonconforming program service, performance report or financial record not meeting the aforementioned requirements is not eligible for reimbursement under this program. The Contractor shall solely bear the costs associated with enrolling, training, reporting and/or managing the program. The Contractor shall give immediate notice to the Council of any significant and/or systemic infraction that compromises the Contractor's ability to provide participant services, to achieve programmatic performance or to provide sound financial management of the program.

3.4 CONSEQUENCES FOR NON COMPLIANCE

Contractor shall ensure 100% of the deliverables identified in this Contract are performed pursuant to contract requirements. Failure to meet the deliverables described in this contract may result in a financial consequence and may result in the redistribution of funding. Contractor shall ensure the provision of services and the successful completion of deliverables as set forth in this contract.

3.4.1 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 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 1% of the monthly value of the administrative funds in the contract from the payment for the invoice of the following month for each day the deficiency is not corrected.

If Contractor fails to timely submit a CAP, the Council shall deduct 1% of the monthly value of the administrative funds in the contract from the payment for the invoice of the following month act for each day the CAP is overdue.

If, or to the extent, there is any conflict between ATTACHMENT I, Section 3.4.2 and Section 39 of the Master Contract JM018-06-2020, Section 3.4.2 shall have precedence.

3.4.2 Financial Consequences

The Council shall not reimburse any expenditure associated with Deliverables not accepted by the Council as successfully completed; however, this does not preclude Contractor from receiving payment for such expenditures upon successful completion of the deliverable.

If Contractor fails to be open and available for services according to its regular business hours as identified in Section 2.2.2 of this Attachment, excluding weekends or holidays, Contractor shall pay to the Council financial consequences for such failure, unless the Council waives such failure in writing based upon its determination that the failure was due to factors beyond the control of Contractor.

Contractor's failure to operate according to its regular business hours shall result in an assessment of a financial consequence in the amount of $10.00 per day. Any amounts due from financial consequences shall be paid by Contractor out of non-federal funds.

END OF ATTACHMENT

ATTACHMENT II

FUNDING SUMMARY

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSISTS OF THE FOLLOWING:

Program Title	Year	Funding Source	CFDA#	Fund Amounts
Emergency Home Energy Assistant Program	2019-2020	U.S. Dept. of Health and Human Services	93.568	$38,850.94
			TOTAL FUNDS CONTAINED IN THIS CONTRACT:	$38,850.94

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

EMERGENCY HOME ENERGY ASSISTANCE PROGRAM (EHEAP)

INVOICE REPORT SCHEDULE

Report Number	Based On	Submit to Council On This Date
1	October Expenditure Report	November 7
2	November Expenditure Report	December 6
3	December Expenditure Report	January 8
4	January Expenditure Report	February 7
5	February Expenditure Report	March 6
6	March Expenditure Report	April 7
7	April Expenditure Report	May 7
8	May Expenditure Report	June 5
9	June Expenditure Report	July 9
10	July Expenditure Report	August 7
11	August Expenditure Report	September 7
12	September Expenditure Report	October 7
13	Final Expenditure Report	October 15

Note # 1: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Council, payment is to accompany the report.
Note # 2: Reports submitted after the 10th of the month may be processed the following month.

ATTACHMENT IV

EMERGENCY HOME ENERGY ASSISTANCE PROGRAM (EHEAP)

BUDGET SUMMARY

EHEAP INITIAL CONTRACT AMOUNT

ADMINISTRATIVE COSTS

PERSONNEL (Salaries and Fringe Benefits combined for each position):
(List each individual position by job title)

RECURRING EXPENSES (List each line item):

TOTAL ADMINISTRATIVE BUDGET	$ 3,552.36

OUTREACH COSTS

PERSONNEL (Salaries and Fringe Benefits combined for each position):
(List each individual position by job title)

RECURRING EXPENSES (List each line item):

TOTAL OUTREACH BUDGET	$ 5,260.09
TOTAL EHEAP Benefits (Crisis)	$ 30,038.49
TOTAL	$ 38,850.94

Projected minimum number of Clients to be serve: 108

A detailed Budget Summary will be provided to replace this page upon receipt of the completed Cost Analysis form.

DEFINITIONS - Administrative Expense, Grantee Outreach Expenses

ADMINISTRATIVE EXPENSES

Allowable expenditures: Salaries including Fringe, Rent, Utilities, Travel, Other. Examples: Salaries for the Executive Director, Accountant, Administrative Assistant, space costs, i.e., rent, utilities, telephone, computers, office supplies, mileage.

Agency staff is responsible for the overall administration of the program, including developing program policies, manuals, rules, forms and procedures, coordinating the program's operation, monitoring and providing training and technical assistance.

GRANTEE OUTREACH EXPENSES (Direct program staff costs)

Allowable expenditures: Salaries including Fringe, Rent, Utilities, Travel, Other. Example: Social Workers, Intake Workers, Secretarial Staff, space costs, i.e., rent, utilities, telephone, computers, office supplies, mileage.

These expenses are costs necessary to provide direct client assistance. Each agency is responsible for providing staff to operate LIHEAP/EHEAP in areas accessible to potential applicants. The agency is responsible for accomplishing the following according to federal and state laws, contractual agreement and program policy:

(1) Providing in a timely manner, that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, taking into account family size. The matrix and the LIHEAP worksheet, also allows for paying more to those with lower incomes and larger families,

(2) Coordinating services for potential clients with the Weatherization Assistance Program and any other energy conservation program,

(3) Having agreements with vendors which benefits clients,

(4) Informing potential clients of times and places to apply through outreach activities,

(5) Copying applications, brochures and forms in sufficient numbers to operate the program,

(6) Receiving applications,

(7) Tracking applications,

(8) Establishing client records (files),

(9) Accurately determining eligibility or ineligibility,

(10) Securing verification of all household income, or obtaining self-declaration when verification is not possible,

(11) Calculating income amounts,

(12) Accurately completing worksheets and notices,

(13) Sorting, reviewing for accuracy and filing of documents in client records,

(14) Correcting errors, especially eligibility or payment errors,

(15) Updating addresses when the household reports a change,

(16) Filing client records in accurate alphabetical order by the applicant's last name then first name,

(17) Helping clients by telephone and in person politely and professionally,

(18) Making home visits, as required,

(19) Sorting mail and handling clients' correspondence expeditiously,

(20) Processing approval and denial notices within required time frames,

(21) Establishing a procedure to track payments and identify staff that is authorized to process payments,

(22) Taking actions that resolve the emergency within 18 hours of application for approved for a crisis benefit,

(23) Resolving payment problems, and

(24) Having supervisors read each case, show errors to staff, track corrections, and sign each worksheet when corrected.

ATTACHMENT V

EHEAEP **CONTRACT #:**

RECEIPTS AND EXPENDITURE REPORT
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM

PROVIDER NAME, ADDRESS, PHONE # & FEID	Program Funding Source :	THIS REPORT PERIOD
PROVIDER . **ADDRESS** . **Tel: Fax:** **FEID #:**	**EHEAP** **(Emergency Home Energy Assistance for the Elderly Program)**	**PERIOD** CONTRACT PERIOD CONTRACT #: **REPORT # 1** PSA# 10

CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.

Prepared by : **Date:** **Approved by :** **Date :**

PART A : BUDGETED INCOME/ RECEIPTS	1. Approved Budget	2. Actual Receipts for this Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
1. Agreement Amount	$0.00	$0.00	$0.00	#DIV/0!
2. Interest on Agreement Funds	$0.00	$0.00	$0.00	0.00%
3. TOTAL AGREEMENT AMOUNT	**$0.00**	**$0.00**	**$0.00**	**#DIV/0!**

PART B : EXPENDITURES	1. Approved Budget	2. Expenditures for this Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Administration	$0.00	$0.00	$0.00	#DIV/0!
2. Outreach	$0.00	$0.00	$0.00	#DIV/0!
3. Crisis Services	$0.00	$0.00	$0.00	#DIV/0!
4. Weather Related Services	$0.00	$0.00	$0.00	0.00%
5. Weather Related Administration	$0.00	$0.00	$0.00	0.00%
6. TOTAL EXPENDITURES	**$0.00**	**$0.00**	**$0.00**	**#DIV/0!**

DOEA FORM 105p revised 12/08

EHEAEP **CONTRACT #:**

REQUEST FOR PAYMENT
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM

CONTRACTOR NAME, ADDRESS, PHONE# and FEID#	TYPE OF REPORT :	This Request Period:
PROVIDER		**PERIOD**
.		CONTRACT PERIOD
ADDRESS	Advance Request _____	0
.		
Tel: Fax:	Reimbursement Request __X___	CONTRACT #:
FEID #:		**REPORT # 1**
		PSA# 10

CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above agreement, including that Contractor has been open and operating during its normal business hours for the reporting month.

Prepared by : **Date:** **Approved by :** **Date :**

PART A: BUDGET SUMMARY	ADMIN SERVICES	OUTREACH SERVICES	CRISIS SERVICES	WEATHER RELATED	TOTAL
1. Approved Agreement Amount	$ -	$ -	$ -	$ -	$ -
2. Previous Funds Received	$ -	$ -	$ -	$ -	$ -
3. Agreement Balance	$ -	$ -	$ -	$ -	$ -
4. Previous Funds Requested	$ -	$ -	$ -	$ -	$ -
5. Agreement Balance	$ -	$ -	$ -	$ -	$ -
PART B: AGREEMENT FUNDS REQUEST					
1. Anticipated Cash Needs (1st - 2nd month, Attach Justification)	$ -	$ -	$ -	$ -	$ -
2. Net Expenditures For Month (DOEA Form 105P, Part B, Line 5)	$ -	$ -	$ -	$ -	$ -
3. TOTAL	$ -	$ -	$ -	$ -	$ -
PART C: NET FUNDS REQUESTED					
1. Less Advance Applied	$ -	$ -	$ -	$ -	$ -
2. TOTAL FUNDS REQUESTED (Part B, Line 3 minus Part C, Line 1)	$ -	$ -	$ -	$ -	$ -

PART D: SERVICE INFORMATION

1.Number of clients served (approved and denied) on this reporting period: _____0_____

2. Number of clients that are age 60 or older with income at or below 150 % of the poverty level that received energy crisis assistance on this reporting period: _____0_____

3. Crisis Benefits Provided: _____

DOEA FORM 106P revised 5/4/12

AAA Office Use Only

BATCH #: _____

DESC: PROVIDER EHEAP MM/YYYY

VENDOR ID:P-VENDOR NAME

ACCT#: 20.20.10.JP11600.xxxx.135.7045 $0.00

ACCT#: 20.20.10.JP11600.xxxx.135.7135 $0.00

ACCT#: 20.20.10.JP11600.xxxx.140.7050 $0.00

CHECK # _____ CHECK DATE: _____

INPUT: _____ APPROVAL: _____

ATTACHMENT VI

EHEAP EXPENDITURE SUMMARY

CONTRACT #:

Provider: PROVIDER

Report Period:

PERIOD

Budget Category	Line Item	Description	Ck #, D.D., EFT	Amount
Administration				
			TOTAL ADMINISTRATION	$ -
Outreach				
			TOTAL OUTREACH	$ -

Ck #, D.D., EFT = Check #, Direct Deposit or Electronic Funds Transfer

ATTACHMENT VII

EHEAP CRISIS CLIENT REPORT

CONTRACT #:

Provider: PROVIDER

Report Period:
PERIOD

#	Client CIRTS ID:	Utility account # or Service Provided*	Amount Paid
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
		TOTAL	$0.00

# of applications: 0

* Please write utility company acct #, purchase of blankets, portable heaters or fans, repairs of heating or cooling equipment.

ATTACHMENT VIII

EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM OUTREACH PLAN SURVEY

Blank forms will be provided by the Council's Contract Manager

ATTACHMENT IX

Cost Analysis Report
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM (EHEAP)

Provider: **Provider Name**

Contract # **Contract Number** **CONTRACT PERIOD: 10/01/2019 - 09/30/2020**

1	2	Column 3	Column 4	Column 5	To be completed by the AAA		
Budget Category		Line Item	Amount	% Allocated	Allowable	Reasonable	Necessary
Administration	a.	Salaries *(List position titles and salaries below, add rows as necessary)*					
			$ -				
		Please list positions only	$ -				
		do not use names	$ -				
			$ -				
			$ -				
		Sub-total Salaries	$ -	#DIV/0!			
	b.	Fringe Benefits	$ -	#DIV/0!			
	c.	Equipment	$ -	#DIV/0!			
	d.	Telephone & Utilities	$ -	#DIV/0!			
	e.	Travel	$ -	#DIV/0!			
	f.	Printing & Supplies	$ -	#DIV/0!			
	g.	Building Space	$ -	#DIV/0!			
	h.	Other	$ -	#DIV/0!			
			$ -	#DIV/0!			
			$ -	#DIV/0!			
			$ -	#DIV/0!			
		TOTAL ADMINISTRATION	**$ -**				
Outreach	a.	Salaries *(List position titles and salaries below, add rows as necessary)*					
			$ -				
			$ -				
			$ -				
			$ -				
			$ -				
		Sub-total Salaries	$ -	#DIV/0!			
	b.	Fringe Benefits	$ -	#DIV/0!			
	c.	Equipment	$ -	#DIV/0!			
	d.	Telephone & Utilities	$ -	#DIV/0!			
	e.	Travel	$ -	#DIV/0!			
	f.	Printing & Supplies	$ -	#DIV/0!			
	g.	Building Space	$ -	#DIV/0!			
	h.	Other	$ -	#DIV/0!			
			$ -	#DIV/0!			
			$ -	#DIV/0!			
			$ -	#DIV/0!			
		TOTAL OUTREACH	**$ -**				
Services		Crisis	$ -	#DIV/0!			
		Weather-Related		#DIV/0!			
		TOTAL SERVICES	**$ -**				
		CONTRACT TOTAL	**$ -**	#DIV/0!			

INSTRUCTIONS:

Provider Level Cost Analysis

The purpose of the Provider Level Cost Analysis, is to document that all costs are allowable, reasonable and necessary.
Upon receipt of the sub-contract budget, the EHEAP program manager will:
1. Evaluate each separate line item to determine whether the cost is allowable, reasonable and necessary.
a. To be allowable, a cost must be allowable pursuant to state and federal expenditure laws, rules and regulations and authorized by the agreement between the state and the contractor.
b. To be reasonable, a cost must be evaluated to determine that the amount does not exceed what a prudent person would incur given the specific circumstances.
c. To be necessary, a cost must be essential to the successful completion of the program.
d. Allocated costs/overhead should be evaluated to determine that the rate is reasonable.
2. Place the *Provider Level Cost Analysis* form in the official file for this contract, and attach a copy to the DOEA Cost Analysis For Non-Competitively Procured Contracts in Excess of Category II - ADDENDUM.

(1) In accordance with the following instructions for the Provider Cost Analysis, the provider must complete COLUMN 4 AND ensure COLUMN 5 calculates accurately. This form is required for the original contract and for any amendment that affects the amount of compensation and/or the level of services provided.

(2) **Definition of Administrative/Outreach Costs –**

a. **Salaries/Wages**: Are the charges to directly hire someone and put them on payroll.

b. **Fringe Benefits**: Are the costs of health insurance, Social Security, Medicare, unemployment and other benefits paid on behalf of each employee. If fringe benefits will be based on a specified percentage, rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

c. **Equipment**: Equipment means an article of nonexpendable, tangible personal property generally having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of the established capitalization level of $5,000 (federal funds) or $1,000 or hardback bound books not circulated, with a value of $250.00 or more (state funds).

d. **Telephone and Utilities**: Are items such as utilities and telephone service costs.

e. **Travel**: Are those that are necessary, reasonable and allowable for carrying out the project. Travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means and at the authorized meal, per diem and state mileage reimbursement rates.

f. **Printing and Supplies**: Are items such as office supplies, postage, and printing.

g. **Building Space**: Costs related to lease or mortgage payments.

h. **Other Costs:** Identify these by individual line item and include their associated costs.

(3) **Crisis and Weatherization** costs should be documented via Area Agency on Aging Budget Summary, Attachment VII.

(4) The allocation to the agreement will be calculated based on the cost by line item cost divided by the total agreement amount.

(5) The EHEAP program manager will evaluate each separate line item to determine the allowability, reasonability, and necessity of all costs; and sign the certification statement at the bottom of the form.

PLEASE NOTE: This form is specific to the EHEAP contract and should not be used for any other AAA contract with the Department of Elder Affairs.

ATTACHMENT X

EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY CLIENT FILE CONTENT CHECKLIST

ELDER'S NAME	PSA#	AGENCY	APPROVAL_____ DENIAL_____
NAME OF WORKER	APPLICATION DATE	CRISIS RESOLUTION DATE	CHECK DATE

PROGRAM REQUIREMENTS MONITORED	Yes	No	N/A	COMMENTS
1. Individual client file for the elder includes consumer's name, address, sex, and age.				
2. Household contains a member 60 or older.				
3. The household is in the Florida county covered by the contract.				
4. All household members are listed and their name, age, DOB, and income(s) are included.				
5. Client file contains documentation of Social Security numbers for all household members, or citation to the applicable exemption.				
6. Client file contains signed notice regarding collection of social security number.				
7. The client file contains official income documents for all household members.				
8. If income is self-declared, is there a self-declaration form signed by each individual household member (18 years of age or older) lacking income verification or claiming zero income?				
9. The household's total gross income is calculated correctly and is at or below 150% of the OMB Federal Poverty Level for the household size.				
10. Statement of how basic living expenses (i.e., food, shelter and transportation) are being provided if total household income is less than 50% of the current Federal Poverty Guidelines and no one in the household is receiving SNAP assistance.				
11. Checked that elder does not live in student dormitory, adult family care home, or any kind of group living facility.				
12. Verified and documented household has not received LIHEAP Crisis Assistance during the same heating or cooling season.				
13. Documentation of Weatherization Assistance Program (WAP) referral, if applicable.				
14. Copies of fuel bills, or other supporting documentation as proof of energy crisis, for the residence in which they reside.				
15. Signed copy of Authorization for Release of General and/or Confidential Information.				
16. Only energy related elements of a utility bill are paid unless required to resolve the crisis.				
17. Only the minimum necessary to resolve the crisis is paid. If a different amount is required by the utility company, provide additional information on the Eligibility Worksheet.				
18. Crisis energy benefit was reduced by utility subsidy, if applicable.				
19. Energy crisis resolved with an eligible action within 18 hours.				
20. Written notice of approval or denial for services is issued within 15 working days of application approval.				
21. Appropriate benefit provided, at or below $600.00.				
22. All required sections of the application are signed and dated by the elder, staff, and supervisory/peer **PRIOR** to payment.				
23. Proof of payment to vendor.				
24. Place completed DOEA Form 211 (revised 4/1/2015) in client file.				

INSTRUCTIONS: A check mark in the Yes column indicates the requirement has been met. A check mark in the No column indicates the requirement has not been met or is questionable. Each "No" mark must be explained under "COMMENTS".

Supervisor/Peer Signature **Consumer File Monitoring Date**

DOEA FORM 211 Revised 10/01/2015

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-642

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

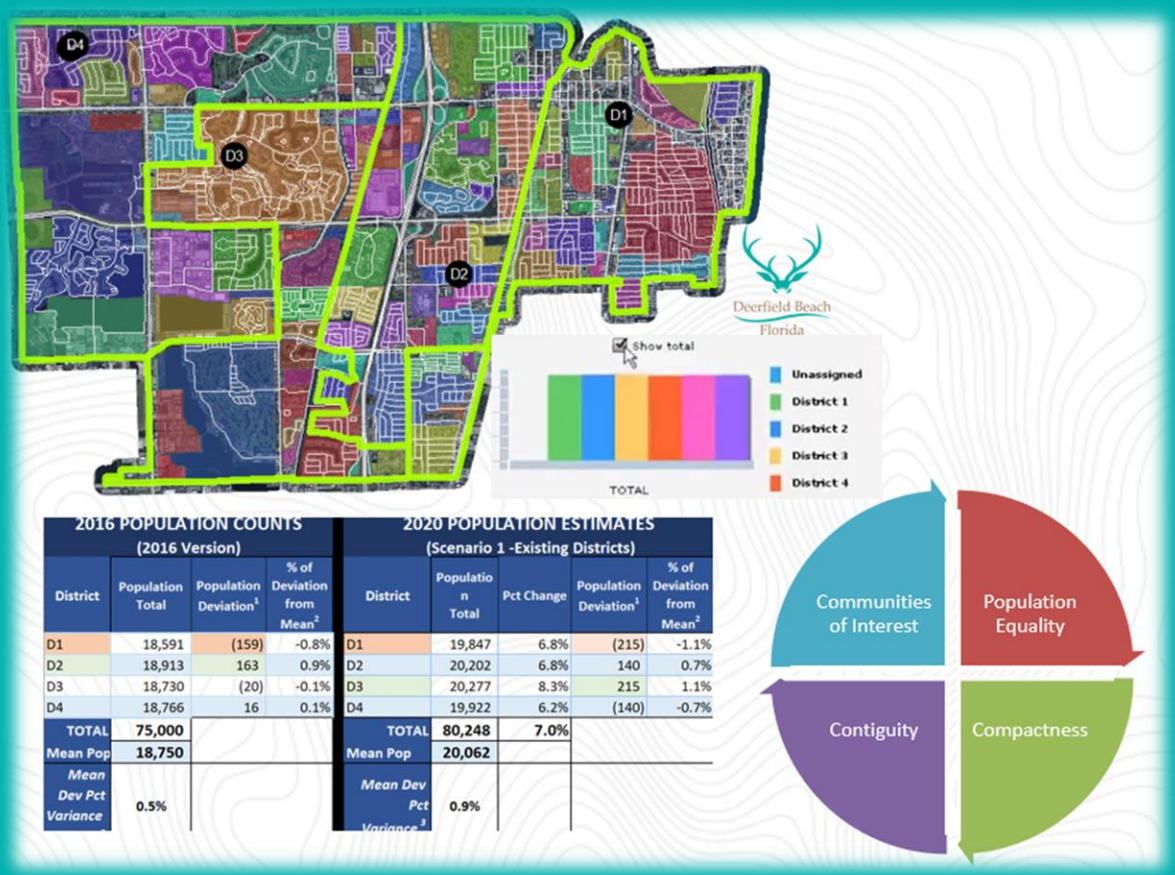
Agenda Date: 10/20/2020 **Status:** DEPARTMENTAL BUSINESS

In Control: City Commission

Title
Presentation by Scott Burton, Empire Consultants, regarding redistricting for the City's Municipal Election pursuant to City Charter.

City of Deerfield Beach

District Boundary Review 2020
&
District Plan Exhibits (1-4) - Findings



2016 POPULATION COUNTS (2016 Version)			
District	Population Total	Population Deviation[1]	% of Deviation from Mean[2]
D1	18,591	(159)	-0.8%
D2	18,913	163	0.9%
D3	18,730	(20)	-0.1%
D4	18,766	16	0.1%
TOTAL	75,000		
Mean Pop	18,750		
Mean Dev Pct Variance	0.5%		

2020 POPULATION ESTIMATES (Scenario 1 -Existing Districts)				
District	Population Total	Pct Change	Population Deviation[1]	% of Deviation from Mean[2]
D1	19,847	6.8%	(215)	-1.1%
D2	20,202	6.8%	140	0.7%
D3	20,277	8.3%	215	1.1%
D4	19,922	6.2%	(140)	-0.7%
TOTAL	80,248	7.0%		
Mean Pop	20,062			
Mean Dev Pct Variance[3]	0.9%			

Revised as of **10/06/2020**

Deerfield Beach
Florida

SUBMITTED BY:

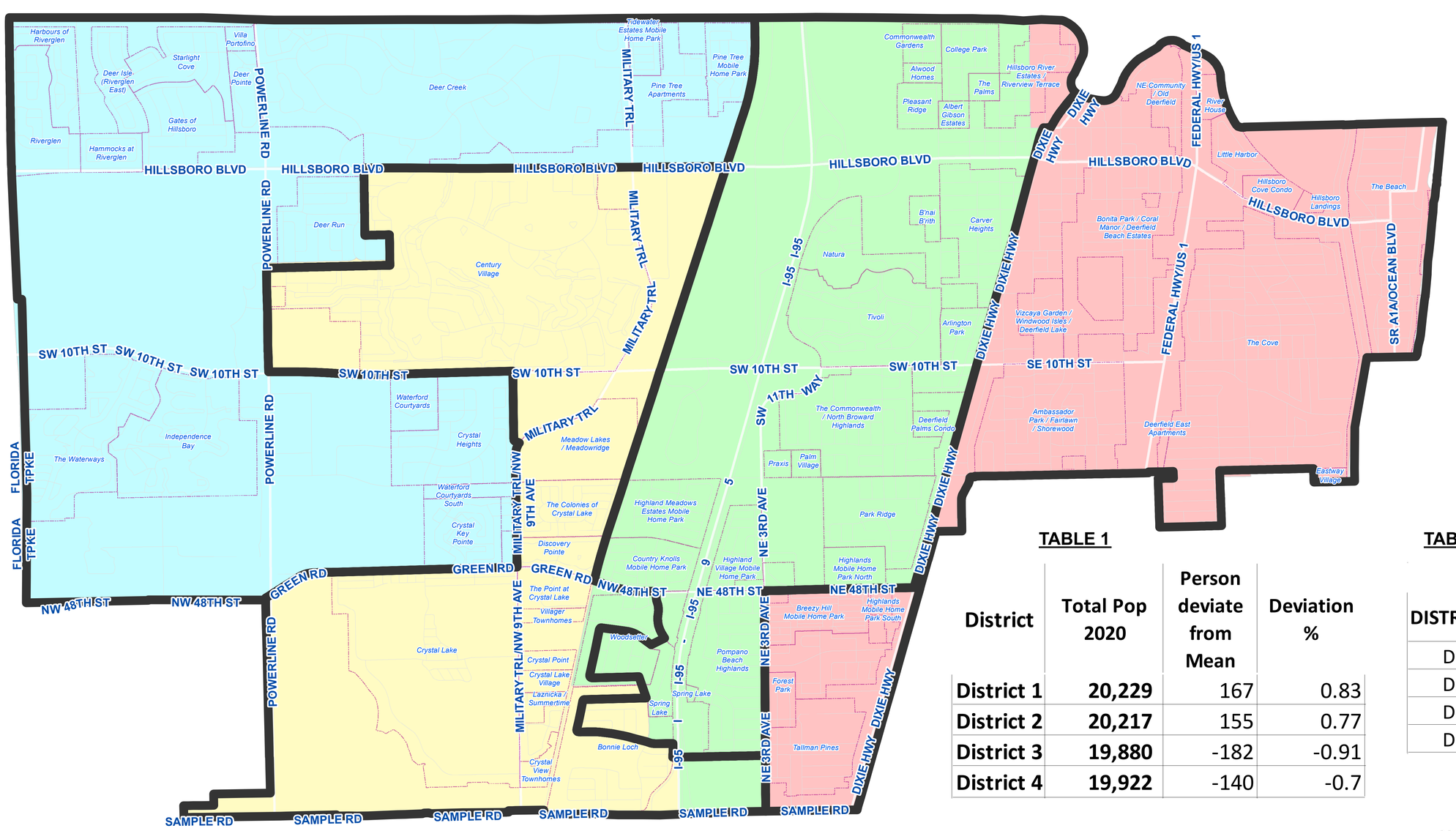
EMPIRE CONSULTANTS

OCTOBER 2020

EMPIRE CONSULTANTS

City of Deerfield Beach:

EXHIBIT 1



Legend

Existing Districts

Proposed Districts

District

- D1
- D2
- D3
- D4

N W E S

0.3 0.15 0 0.3 0.6 0.9 1.2 Miles

TABLE 1

District	Total Pop 2020	Person deviate from Mean	Deviation %
District 1	**20,229**	167	0.83
District 2	**20,217**	155	0.77
District 3	**19,880**	-182	-0.91
District 4	**19,922**	-140	-0.7

TABLE 2

POLYSBY-POPPER COMPACTNESS

DISTRICTS	EXISTING	Exhibit 1	PERCENT IMPROVEMENT
D1	29.2%	26.1%	-3.1%
D2	42.5%	45.6%	3.1%
D3	20.2%	26.4%	6.2%
D4	36.1%	35.8%	-0.3%

NOTES

Population equality meets the requirements of +/- 5 percent in each individual district as well as +/-5 percent overall deviation among all of all the districts.

Rationale - The intention of this scenario is to improve population equality, improve compactness compared to Existing District boundaries yet making minimal amount of changes to the existing District boundaries. To improve population equality for District 1, the northwest portion of the existing District 1 was extended to include Hillsboro River Estates/Riverview Terrace - removing it from District 2. The remaining boundary configuration for District 1 remains the same.

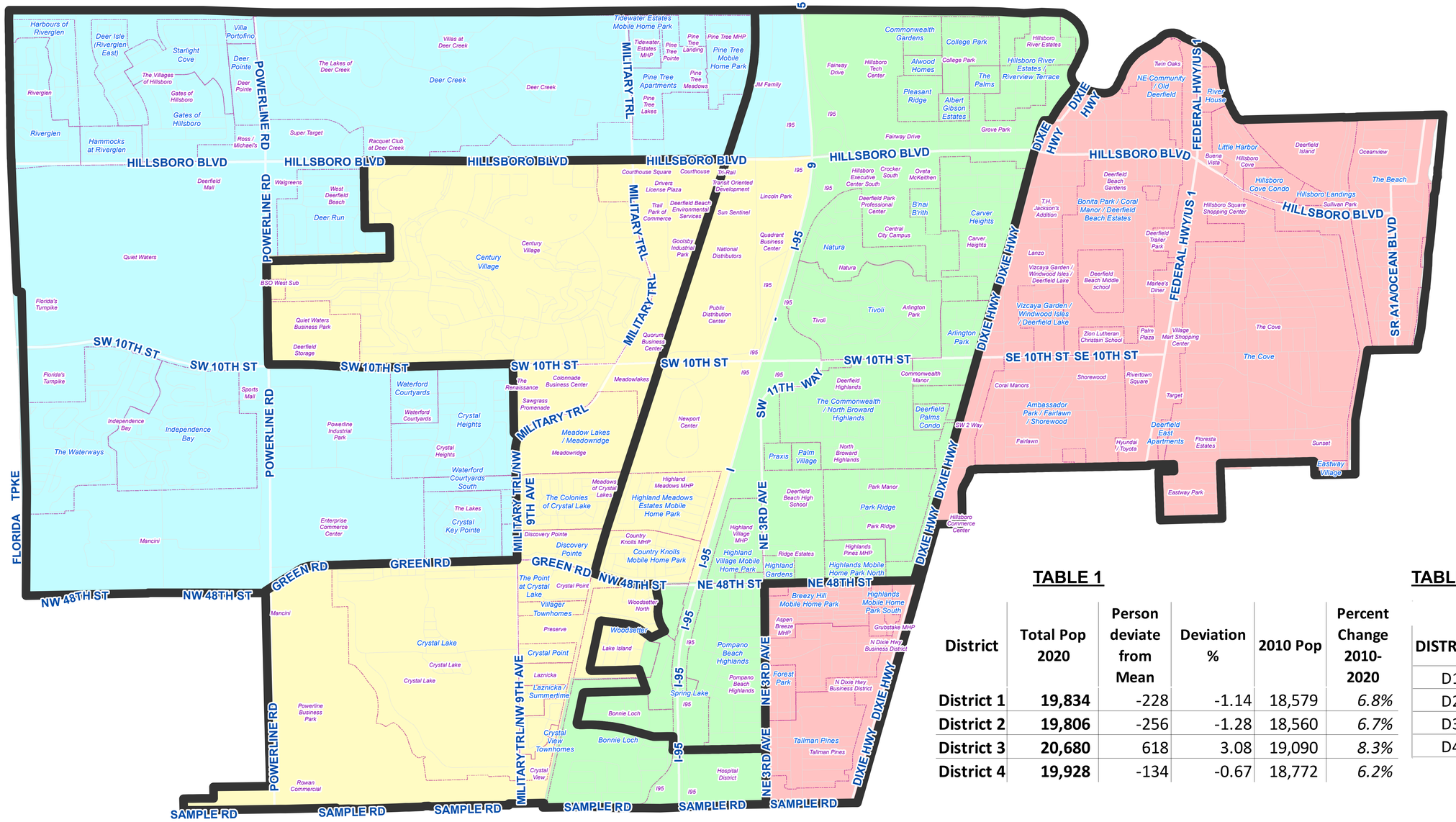
Regarding 'communities of interest', the entire boundary of Bonnie Lochis assigned to District 3 and the entire boundary of Wood Setter is assigned to District 2. These neighborhoods are divided in the Existing District boundary configuration between District 2 and District 3.

Date: 10/5/2020

Path: C:\DeerfieldBeach\2020 Redistricting\MXD\ROUND 2\EXHIBIT 1 - SCENARIO 5 2020_4.mxd

City of Deerfield Beach:

EXHIBIT 2



Legend

Proposed Districts

District

- D1
- D2
- D3
- D4
- Existing Districts

N
W E
S

0.3 0.15 0 0.3 0.6 0.9 1.2
Miles

TABLE 1

District	Total Pop 2020	Person deviate from Mean	Deviation %	2010 Pop	Percent Change 2010-2020
District 1	**19,834**	-228	-1.14	18,579	*6.8%*
District 2	**19,806**	-256	-1.28	18,560	*6.7%*
District 3	**20,680**	618	3.08	19,090	*8.3%*
District 4	**19,928**	-134	-0.67	18,772	*6.2%*

TABLE 2

POLYSBY-POPPER COMPACTNESS

DISTRICTS	EXISTING	Exhibit 2	PERCENT IMPROVEMENT
D1	29.2%	29.2%	0.0%
D2	42.5%	30.0%	-12.5%
D3	20.2%	32.2%	12.0%
D4	36.1%	34.5%	-1.6%

NOTES

Population equality meets the requirements of +/- 5 percent in each individual district as well as +/-5 percent overall deviation among all of all the districts.

Rationale - The intention of this scenario is to create a East of I-95 Corridor District to improve 'communities of interest' for District 2 while improving population equality for all the Districts. It is not the most compact plan, particularly for District 2, as it focuses on preservation of community and population equality for all the districts. In addition, to keep in the spirit of the existing Districts, minimal amount of changes were made with the exception of adding the western portion of Existing District 2.

Date: 10/5/2020

Path: C:\DeerfieldBeach\2020 Redistricting\MXD\ROUND 4\EXHIBIT 2 -SCENARIO 6 2020_4.mxd

City of Deerfield Beach:

EXHIBIT 3

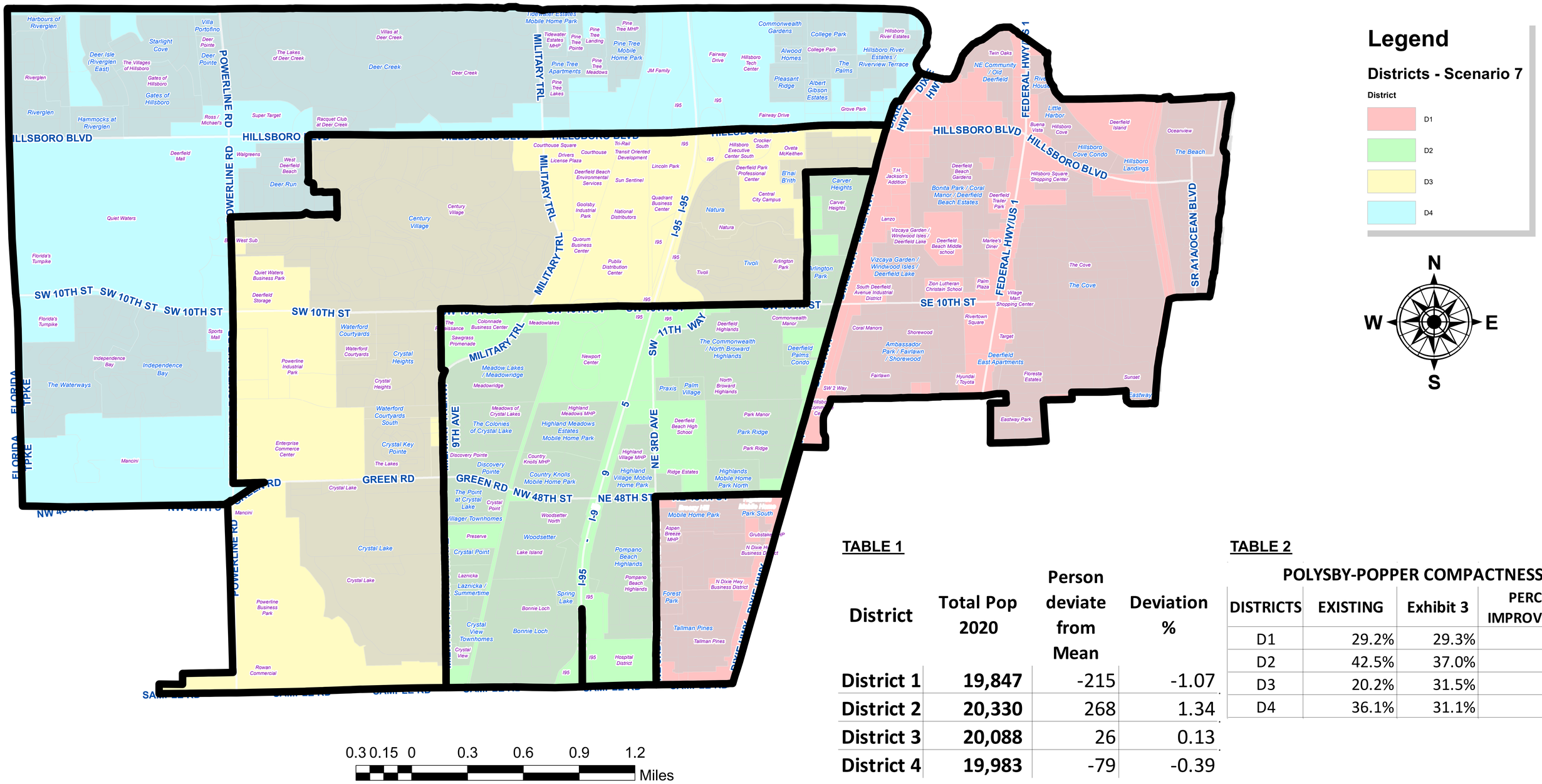


TABLE 1

District	Total Pop 2020	Person deviate from Mean	Deviation %
District 1	**19,847**	-215	-1.07
District 2	**20,330**	268	1.34
District 3	**20,088**	26	0.13
District 4	**19,983**	-79	-0.39

TABLE 2

POLYSBY-POPPER COMPACTNESS

DISTRICTS	EXISTING	Exhibit 3	PERCENT IMPROVEMENT
D1	29.2%	29.3%	0.1%
D2	42.5%	37.0%	-5.5%
D3	20.2%	31.5%	11.3%
D4	36.1%	31.1%	-5.0%

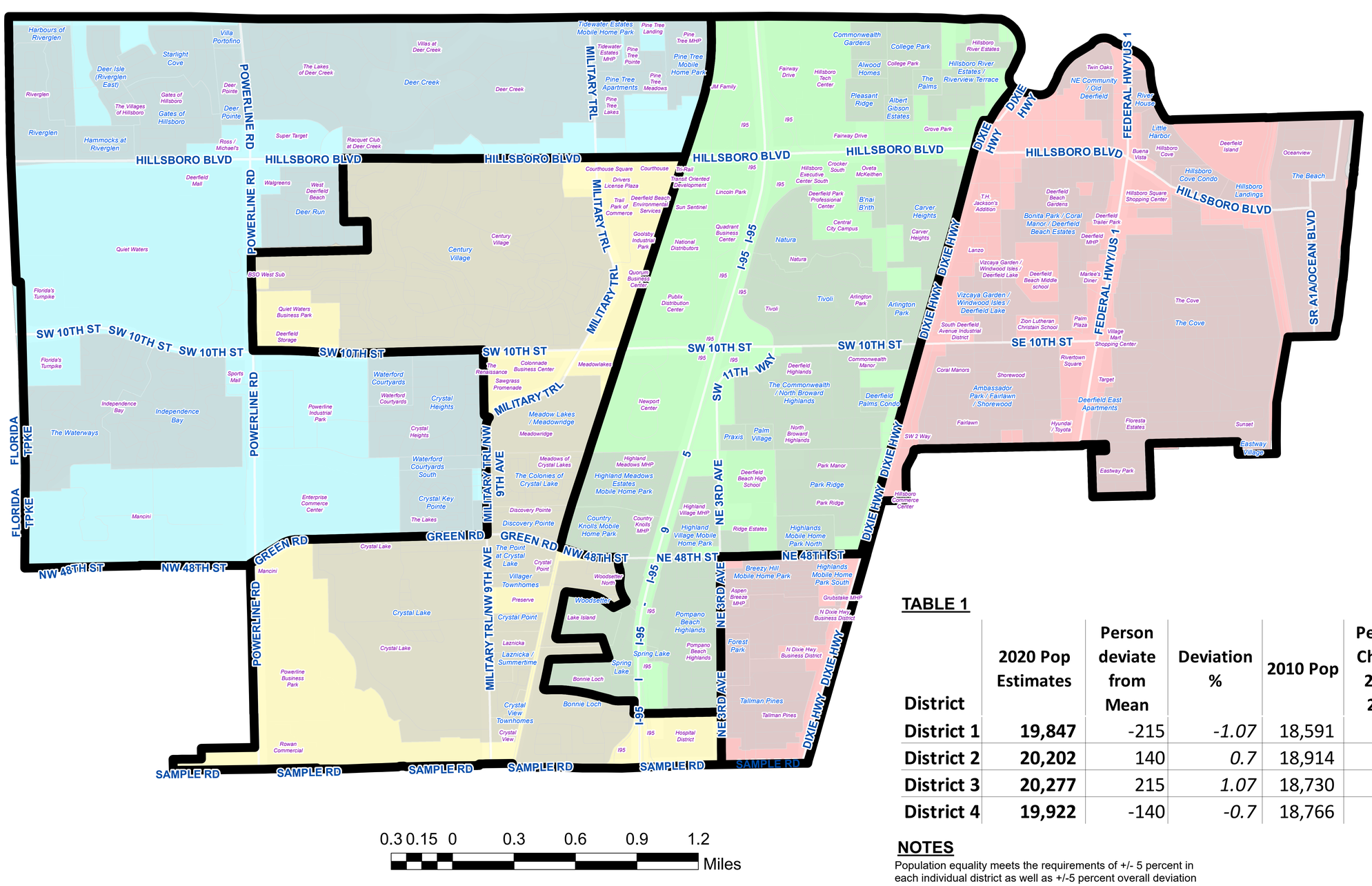
NOTES

Population equality meets the requirements of +/- 5 percent in each individual district as well as +/-5 percent overall deviation among all of all the districts.

Date: 10/5/2020

Path: C:\DeerfieldBeach\2020 Redistricting\MXD\ROUND 4\EXHIBIT 3 -SCENARIO 7 2020_4.mxd

City of Deerfield Beach: EXHIBIT 4 - Existing Districts



Legend

CommissionDistricts

Plan - Existing (color)

District

- D1
- D2
- D3
- D4

N W E S

TABLE 1

District	2020 Pop Estimates	Person deviate from Mean	Deviation %	2010 Pop	Percent Change 2010-2020
District 1	**19,847**	-215	*-1.07*	18,591	*6.8%*
District 2	**20,202**	140	*0.7*	18,914	*6.8%*
District 3	**20,277**	215	*1.07*	18,730	*8.3%*
District 4	**19,922**	-140	*-0.7*	18,766	*6.2%*

TABLE 2

POLYSBY-POPPER

DISTRICTS	EXISTING
D1	29.2%
D2	42.5%
D3	20.2%
D4	36.1%

NOTES

Population equality meets the requirements of +/- 5 percent in each individual district as well as +/-5 percent overall deviation among all of all the districts.

Date: 10/5/2020

Path: C:\DeerfieldBeach\2020 Redistricting\MXD\ROUND 4\EXHIBIT 4 -SCENARIO 7 2020_4.mxd

City of Deerfield Beach

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

Face Sheet
File Number: I.D. 2020-622

Agenda Date: 10/20/2020 **Status:** DEPARTMENTAL BUSINESS

In Control: City Commission

Title
Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting a Quit Claim Deed from Habitat for Humanity of Broward, Inc. for the lot located at 171 S.W. 3rd Street; 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
On August 18, 2015, the City conveyed five lots to Habitat of Humanity of Broward ("Habitat") for single family affordable housing development. The award of the lots was done through RFP #2014-15/01- Vacant Property Affordable Housing Development.

Current Activity

One of the lots provided to Habitat is located at 171 S.W. 3rd Street (Folio #484201030720) (the "Property"). The Property has been maintained by Habitat since 2015 with the plan to build a single-family affordable home. Over the years, City staff has worked with Habitat to develop the Property. However, Habitat has experienced issues maintaining the Property due to littering and loitering on the Property. Habitat secured the Property by placing a temporary fence and a trespassing sign, however, this did not deter loitering and littering. Additionally, due to these conditions, Habitat will not be able to find a homeowner for this Property.

Habitat has requested to return the Property to the City through Quit Claim Deed as they are unable to develop it at this time.

Recommendation

City staff recommends accepting the quitclaim deed from Habitat for the Property located at 171 S.W. 3rd Street.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ACCEPTING A QUIT CLAIM DEED FROM HABITAT FOR HUMANITY OF BROWARD, INC. FOR THE LOT LOCATED AT 171 S.W. 3RD STREET; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 18, 2015, the City conveyed five lots to Habitat for Humanity of Broward, Inc. ("Habitat") for single family affordable housing; and

WHEREAS, one of the lots conveyed to Habitat is located at 171 S.W. 3rd Street, Deerfield Beach (the "Property"); and

WHEREAS, Habitat had plans to build a single-family affordable home on the Property; and

WHEREAS, Habitat has experienced issues in maintaining the Property due to littering and loitering; and

WHEREAS, due to these issues, Habitat will not be able to find a homeowner for the Property and desires to return the Property to the City through a quitclaim deed; and

WHEREAS, the City Commission finds that it is in the best interest of the City to accept the quitclaim deed from Habitat, attached as Exhibit "A," for the Property.

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 of the City of Deerfield Beach hereby accepts the quitclaim deed from Habitat, attached as Exhibit "A," for the Property.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution, including executing and recording the documents necessary to transfer the Property back to the City.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

_____
BILL GANZ, MAYOR

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

Prepared By

Habitat for Humanity of Broward
3564 North Ocean Blvd
Fort Lauderdale, FL 33308

After Recording Return To

Habitat for Humanity of Broward
3564 North Ocean Blvd
Fort Lauderdale, FL 33308

QUIT CLAIM DEED

THIS QUIT CLAIM DEED executed this ___ day of _____, 2020 by HABITAT FOR HUMANITY OF BROWARD, a not for profit, whose address is 3564 North Ocean Blvd., Fort Lauderdale, Florida 33308 ("Grantor") to THE CITY OF DEERFIELD BEACH, a municipal corporation, whose address is 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441 ("Grantee").

WITNESSETH:

That the Grantor, for and in consideration of TEN AND 00/100 DOLLARS ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release and quitclaim unto the Grantee forever, all the rights, title, interest, claim, and demand, which Grantor has in and to the following described lot, piece, or parcel of land situate, lying and being in Broward County, Florida to-wit:

> **LEGAL DESCRIPTION:** LOT 17 BLOCK 5, CARVER HEIGHTS according to the Plat thereof recorded in Plat Book 25, Page 41 of the Public Records of Broward County, Florida

To have and to hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, for the proper use, benefit, and profit of the said Grantee forever.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first written above.

Sign, sealed, and delivered in the presence of:

_____
Grantor's Signature

_____
Habitat for Humanity of Broward
3564 North Ocean Blvd
Ft Lauderdale, FL, 33308

_____	_____
Witness's Signature	Witness's Signature
_____	_____
Witness's Name	Witness's Name
_____	_____
Address	Address
_____	_____
City, State & Zip	City, State & Zip

STATE OF FLORIDA)

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ___ day of _____ 2020 by _____ for Habitat for Humanity of Broward, who is known to me or has produced _____ as identification.

(SEAL)

_____
Notary Public

My Commission Expires: _____

City of Deerfield Beach

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

Face Sheet
File Number: I.D. 2020-652

Agenda Date: 10/20/2020 **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 Special Event Permit Application submitted by Deerfield Beach Christian Ministry Association for the City-Wide Prayer Event at Pioneer Park, 217 NE 5th Avenue, on October 21, 2020 from 6:00 pm to 7:00 pm; providing for an effective date.
(Funds from Account #001-7005-579-10-02 - Overtime & Account #001-3005-521-32-05 - Overtime)

Recommended Action
Commission to vote on Resolution

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

Fiscal Impact
Costs:$2,790.00
Account Name: Overtime
Account Number: 001-7005-579-10-02
Secondary Account Name: Overtime
Secondary Account Number: 001-3005-521-32-05

Background/History
The Deerfield Beach Christian Ministry Association would like to host a prayer service at Pioneer Park on October 21, 2020 from 6:00 PM - 7:00 PM for anyone who is interested in joining their prayer service. The service will focus on praying for the needs of our City and America.

Current Activity
Parks and Recreation staff received a special event application from the Deerfield Beach Christian Ministry Association (the "Applicant") to host their Citywide Payer for DFB event (the "Event"). The Event is scheduled to take place on Wednesday, October 21, 2020 at Pioneer Park, 217 NE 5th Ave from 6:00 PM - 7:00 PM. The Applicant is expecting 100 attendees.

As part of the application, the Applicant is requesting approval by the City Commission for the following:

-Staffing resources be provided in-kind for the event to include $800 (estimated) in Utilities Service staff to cover the Event power needs, $750 (estimated) in Maintenance staff to cover the Event set-up and break-down, $500 (estimated) in BSO Law Enforcement special detail (collectively, the "In-Kind Services").

- Waiver of rental fees for the showmobile in the event of inclement weather in the amount of $830 (non-profit rental fee $250 + $330 in staff set-up fees + damage deposit $250) and waiver of the special event application fee in the amount of $20 (collectively, the "Fee Waivers").

Recommendation

Staff recommends the approval of the event application, including the Fee Waivers and In-Kind Services, for the City Wide Prayer for DFB.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY DEERFIELD BEACH CHRISTIAN MINISTRY ASSOCIATION FOR THE CITY-WIDE PRAYER EVENT AT PIONEER PARK, 217 NE 5th AVENUE, ON OCTOBER 21, 2020 FROM 6:00 PM TO 7:00 PM; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Deerfield Beach Christian Ministry (the "Applicant") intends to hold a City-wide Prayer for DFB event on October 21, 2020 from 6:00 p.m. to 7:00 p.m. (the "Event") at Pioneer Park in the City of Deerfield Beach (the "City"); and

WHEREAS, according to the Special Event Permit Application submitted by the Applicant for the Event (the "Application"), the Event will consist of the Applicant's church community and other invitees to meet at Pioneer Park, while remaining in their vehicles, to join in prayer led by the Applicant; and

WHEREAS, the Applicant is requesting staffing resources to be provided in-kind to include an estimated $800 for Utilities staff to cover the Event power needs, an estimated $750 in Maintenance staff to cover the Event set-up and break-down, and an estimated $500 in Broward Sheriff's Office Law Enforcement special detail (collectively, the "In-Kind Services"); and

WHEREAS, the Applicant is requesting a waiver of the Special Event Application fee in the amount of $20 and the rental fees for the showmobile in the amount of $830 (collectively, the "Fee Waivers"); and

WHEREAS, Staff recommends approval of the Event, including the Fee Waivers and In-Kind Services; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Application, subject to compliance with all applicable federal, state, and local laws.

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 of the City of Deerfield Beach hereby approves the Application for the Event, including the Fee Waivers and In-Kind Services, subject to compliance with all applicable federal, state, and local laws, including any applicable Emergency Orders, the City's special event regulations, and submission of the required proof of insurance and agreement to indemnify, defend, and hold the City harmless from claims related to the Event.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution. The City Manager is authorized to cancel the Event, if he deems it to be in the best interest of the City in light of the public health emergency.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

_____
BILL GANZ, MAYOR

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

Deerfield Beach
Florida

SPECIAL EVENT APPLICATION

Application Information

Organization Name: Deerfield Bch Christian Min. Inc. | Today's Date:

Contact Name: Pastor George Bowles | Email Address: gmbowles@yahoo.com

Contact Phone (Home): N/A | Contact Phone (Cell): 954-658-7547

Address: 530 Jefferson Dr, Apt # 107 | Fax: N/A

City: Deerfield Beach | State: FL | Zip Code: 33442

Is this Organization ☐ For Profit ☑ Nonprofit*

*If Nonprofit, please include a copy of the IRS 501(c) tax exemption letter.

Event Information

Name of Event: City-Wide Prayer for DFB | Event Date: 10/14 or 10/21

Event Address: Pioneer Park | City: Deerfield Bch

State: FL | Zip Code: 33441 | Event Category:

Purpose of Event: The Establishing of A Prayer Service By the DBCMA To Pray for the Needs of Our City of DFB and America

Description of Event: Our Church Community And Other Invitees Would Meet @ Pioneer Park w/ Mask and Remain In their Vehicles To Join In Prayer Led By DBCMA Afterwards Drive-By Prayer Will Be Available

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	10/14 or 10/21	Wednesday	5pm	6pm	50+ ?
Event Day 1					
Event Day 2					
Event Day 3					
Break Down					

# of years event has been in existence? 0 | Past Attendance: N/A

Previous Location(s): N/A

Property Owner's Permission

I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above. City property exempt (no signature necessary).

Signature of Property Owner: | Date: | Phone:

Printed name of Property Owner:

Event Information (Continued from page 1)

Will you require the use of a City park? If yes, please select park. PIONEER PARK

Will your event require the use of the beach? ☐ Yes ☑ No

If yes, please make sure to follow the Special Events Permit Conditions for Marine Turtle Guidelines.

Will your event need additional sanitation supplies? ☐ Yes ☑ No

Will you require the use of additional City staff/equipment? ☑ Yes ☐ No

Will you require parking spaces in Main Beach Parking Lot? ☐ Yes ☑ No

If yes, how many spaces are you requesting?

Will you require parking spaces along Ocean Way? ☐ Yes ☑ No

If yes, how many spaces are you requesting?

Will you require parking spaces at the Pier Parking Lot? ☐ Yes ☑ No

If yes, how many space are you requesting?

Will your event require use of the City Showmobile?* ☑ Yes ☐ No

*A Showmobile Application must be filled out & submitted if using the City Showmobile.

Are you requesting any of the above fees to be waived by the city? ☑ Yes ☐ No

If yes, what fees are you requesting waived?

City Showmobile fees & Any Permit Fees

All waiver of fee requests below must be approved by the City Commission.

Vendor Information

Will your event be serving food? ☐ Yes ☑ No | Number of Food Vendors: Ø

Where will the food be prepared? NO | Method used for cooking: N/A

Vendor list provided to the City? ☐ Yes ☑ No

Food vendors have all permits/licenses required? N/A ☐ Yes ☑ No

Number of other vendors: Ø | Vendor list provided to the City? ☐ Yes ☑ No

Additional BSO/Building Requirements

Will there be alcohol at this event? (Must be approved by City Commission) ☐ Yes ☑ No

If yes, has liquor license been issued? ☐ Yes ☐ No

If you answer yes to any of the below questions, a permit may be required

Will you be using any tents for your event? ☐ Yes ☑ No

Tent Size	# of Tents	Tent Location

Please note: If using tents on City property, the tents must be weighted. Stakes are prohibited

Will you be using a stage for your event? City Showmobile ☑ Yes ☐ No

Will your event require electricity? ☑ Yes ☐ No

Type of electrical power to be used: City Showmobile for Microphones, etc..

Will a generator be used? ☐ Yes ☑ No | Size of Generator:

***A generator over 5KW/5000 Watts will require an additional permit.

Will gas equipment be used? ☐ Yes ☑ No

Type of fuel source: N/A

Additional BSO/Building Requirements (Continued from page 2)	Will cooking equipment be used? ☐ Yes ☑ No Type of cooking equipment (check all that apply): ☐ Charcoal Grills ☐ Food Trucks ☐ Fryers ☐ Propane Grills ☐ Warmers/Sternos Will the event include amusement rides, inflatables or children's games? ☐ Yes ☑ No Type of amusement ride: Will the event include the use of fireworks or other pyrotechnics? (describe below) ☐ Yes ☑ No Are you requesting any roads to be closed? (Please Note: If yes, please complete the City of Deerfield Beach Temporary Road Closure Request.) ☐ Yes ☑ No ***If closing FDOT roads, approval of the City Commission is required. Will you be using a licensed professional security company to provide security services for your event? ☐ Yes ☑ No Company Name: N/A Contact Person: N/A Contact Number: N/A Will safety equipment be used? ☐ Yes ☑ No
Promotion Materials	Is your event listed on the web? ☐ Yes ☐ No Provide URL address: How do you plan on marketing your event? (select all that apply) ☐ Outdoor Banners ☐ Radio Ads ☑ Mailings ☐ Newspaper Ads ☐ Outdoor Signs ☐ TV Ads ☑ Flyers ☑ Other Promotional Signs/Banners: Directional Signs:
Event Entertainment	Will the event have entertainment? ☐ Yes ☑ No Will amplified sound equipment be used? ☑ Yes ☐ No Will musical entertainment be used? ☑ Yes ☐ No Please describe any type of entertainment and sound equipment below: PRAISE & WORSHIP ENSEMBLE OR SOLO ARTIST
Miscellaneous	Are you charging a fee for the event? ☐ Yes ☑ No How are the proceeds being used? N/A Name of benefiting organization: NONE Contact Person: N/A Contact Phone Number: N/A

Location:	Size:	Description:

Location:	Size:	Description:

Deerfield Beach
Florida

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Deerfield Bch Christian Ministerial Assoc.
(insert official name of vendor), hereinafter referred to as 'Vendor', agrees through the signing of this document by an authorized party, intending to be legally bound for themselves and their heirs, executors and administrators, covenants and agrees to Indemnify and Hold Harmless and defend the City of Deerfield Beach, the elected and appointed officials of the City of Deerfield Beach, the City Manager, department heads, division heads, supervisors and employees of the foregoing, and their heirs, representatives, successors, executors, administrators and assigns from and against any and all suits and actions including attorneys fees and all costs of litigation and judgments, claims for damages or injuries, including death, to persons or property of whatever kind or character, whether real, personal or mixed, asserted or occurring from every name and description arising out of or incidental to the Vendor's activity at the City of Deerfield Beach, Florida, (describe activity) whether or not due to or caused by the negligence of the City of Deerfield Beach, excluding only the sole negligence of the City of Deerfield Beach. This provision shall also pertain to any claims against the City of Deerfield Beach by any employee of Vendor or anyone directly or indirectly employed by Vendor.

This 25 day of Sept, of 2020

Pastor George M. Bowles	Pastor George M. Bowles	President
Applicant Signature	Print Name	Title

Witnesses

Jestina Bowles	Jestina Bowles	9-25-20
Signature	Print Name	Date

Please submit completed application to the Community Events and Outreach Division located at the City of Deerfield Beach, 401A SW 4th St., Deerfield Beach, FL 33441 or fax to 954-480-4393.

City of Deerfield Beach

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

Face Sheet
File Number: I.D. 2020-655

Agenda Date: 10/20/2020 **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 Special Event Permit Application submitted by CenClub Recreation Management, Inc. for the Food Truck Wednesdays Event at Century Village located at 2400 Century Blvd., on October 21 & 28, 2020 from 11:00 am to 2:00 pm; 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
CenClub Recreation Management, Inc. is looking to host their Food Truck Wednesdays event on Wednesdays in October (October 7, October 14, October 21, and October 28) for their Century Village residents.

Current Activity
The Parks and Recreation Staff received a special event application from CenClub Recreation Management, Inc. (the "Applicant") to host Food Truck Wednesdays each Wednesday for the month of October (the "Event"). The Event is scheduled to take place at 2400 Century Blvd. on October 21 and October 28, 2020 from 11:00 am - 2:00 pm. The applicant is expecting 25 attendees each day. Section 2-548 of the City Code provides that:

Within any calendar year, any party, organization, company or business may hold or conduct no more than three special events unless otherwise approved by the city commission, provided however, that there shall be a minimum of 90 calendar days between such special events. A special event permit may be approved for no more than four consecutive days unless waived or modified by the city commission. The applicant may choose to designate a rain date in the application which may be approved in conjunction with the preferred date of the special event.

Therefore, the applicant is requesting approval of the City Commission for a waiver of City's Code of Ordinances, Article XI - Special Events, Section 2-548, Limitations on Number and Frequency of Special Events in order to host the final two Food Truck Wednesday dates of October 21 and October 28.

Recommendation
Staff recommends approval of the Event.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY CENCLUB RECREATION MANAGEMENT, INC. FOR THE FOOD TRUCK WEDNESDAYS EVENT AT CENTURY VILLAGE LOCATED AT 2400 CENTURY BLVD., ON OCTOBER 21 & 28, 2020 FROM 11:00 AM TO 2:00 PM; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, CenClub Recreation Management, Inc. (the "Applicant") intends to hold a Food Truck Wednesdays event on October 21 & 28, 2020 from 11:00 a.m. to 2:00 p.m. (the "Event") at Century Village in the City of Deerfield Beach (the "City"); and

WHEREAS, according to the Special Event Permit Application submitted by the Applicant for the Event, (the "Application") the Event will consist of food trucks for Century Village residents to enjoy; and

WHEREAS, Section 2-548(a) of the City Code limits organizations to three special events per year, unless approved by the City Commission, provided that there be 90 days in between such special events and also limits a special event to no more than four consecutive days, unless waived or modified by the City Commission; and

WHEREAS, the Applicant is requesting a waiver of the limits set forth in Section 2-548(a) of the City Code because they have already held two food truck events (the "Waiver"); and

WHEREAS, Staff recommends approval of the Event, including the Waiver; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Application, subject to compliance with all applicable federal, state, and local laws.

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 Application for the Event, including the Waiver, subject to compliance with all applicable federal, state, and local laws, including applicable Emergency Orders, the City's special event regulations, and submission of the required proof of insurance and agreement to indemnify, defend, and hold the City harmless from claims related to the Event.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution. The City Manager is authorized to cancel the Event, if he deems it to be in the best interest of the City, in light of the public health emergency.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

_____
BILL GANZ, MAYOR

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

Deerfield Beach
Florida

SPECIAL EVENT APPLICATION

Application Information

Organization Name:	CenClub Recreation Management, Inc.	Today's Date:	Oct 1, 2020
Contact Name:	Andy Hackett	Email Address:	ahackett@cveevents.com
Contact Phone (Home):		Contact Phone (Cell):	9547741959
Address:	2400 Century Blvd	Fax:	
City:	Deerfield Beach	State: FL	Zip Code: 33442

Is this Organization ☒ For Profit ☐ Nonprofit*

*If Nonprofit, please include a copy of the IRS 501(c) tax exemption letter.

Event Information

Name of Event:	Food Truck Wednesdays - October	Event Date:	Oct 7-21, 2020
Event Address:	2400 Century Blvd	City:	Deerfield Beach
State: FL	Zip Code: 33442	Event Category:	

Purpose of Event: Food Trucks will be coming to the parking lot for residents to enjoy

Description of Event: Four food trucks will be setting up in a blocked off area of our parking lot.

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup					
Event Day 1	Oct 7	Wednesday	11:00am	2:00pm	25
Event Day 2	Oct 14	Wednesday	11:00am	2:00pm	25
Event Day 3	Oct 21	Wednesday	11:00am	2:00pm	25
Event Day 4 Break Down	Oct 28	Wednesday	11 am	3 pm	25

# of years event has been in existence? 1 Past Attendance: 25

Previous Location(s):

Property Owner's Permission
I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above. City property exempt (no signature necessary).

Signature of Property Owner: [signature] Date: Sep 30, 2020 Phone: 9547741959

Printed name of Property Owner: Andy Hackett

Event Information (Continued from page 1)

Will you require the use of a City park? If yes, please select park. [ ]

Will your event require the use of the beach? ☐ Yes ☒ No

If yes, please make sure to follow the Special Events Permit Conditions for Marine Turtle Guidelines.

Will your event need additional sanitation supplies? ☐ Yes ☒ No

Will you require the use of additional City staff/equipment? ☐ Yes ☒ No

Will you require parking spaces in Main Beach Parking Lot? ☐ Yes ☒ No

If yes, how many spaces are you requesting? [ ]

Will you require parking spaces along Ocean Way? ☐ Yes ☒ No

If yes, how many spaces are you requesting? [ ]

Will you require parking spaces at the Pier Parking Lot? ☐ Yes ☒ No

If yes, how many space are you requesting? [ ]

Will your event require use of the City Showmobile?* ☐ Yes ☒ No

*A Showmobile Application must be filled out & submitted if using the City Showmobile.

Are you requesting any of the above fees to be waived by the city? ☐ Yes ☒ No

If yes, what fees are you requesting waived?

All waiver of fee requests below must be approved by the City Commission.

Vendor Information

Will your event be serving food? ☒ Yes ☐ No Number of Food Vendors: 4

Where will the food be prepared? On Site Method used for cooking: Gas & Electric

Vendor list provided to the City? ☐ Yes ☒ No

Food vendors have all permits/licenses required? ☒ Yes ☐ No

Number of other vendors: 0 Vendor list provided to the City? ☐ Yes ☒ No

Additional BSO/Building Requirements

Will there be alcohol at this event? (Must be approved by City Commission) ☐ Yes ☒ No

If yes, has liquor license been issued? ☐ Yes ☐ No

If you answer yes to any of the below questions, a permit may be required

Will you be using any tents for your event? ☐ Yes ☒ No

Tent Size	# of Tents	Tent Location

Please note: If using tents on City property, the tents must be weighted. Stakes are prohibited

Will you be using a stage for your event? ☐ Yes ☒ No

Will your event require electricity? ☒ Yes ☐ No

Type of electrical power to be used: Generator

Will a generator be used? ☒ Yes ☐ No Size of Generator: Under 5KW (5000 Watts)

***A generator over 5KW/5000 Watts will require an additional permit.

Will gas equipment be used? ☒ Yes ☐ No

Type of fuel source: Propane Gas

Additional BSO/Building Requirements (Continued from page 2)	Will cooking equipment be used? ☒ Yes ☐ No Type of cooking equipment (check all that apply): ☐ Charcoal Grills ☒ Food Trucks ☐ Fryers ☐ Propane Grills ☐ Warmers/Sternos
	Will the event include amusement rides, inflatables or children's games? ☐ Yes ☒ No
	Type of amusement ride:
	Will the event include the use of fireworks or other pyrotechnics? (describe below) ☐ Yes ☒ No
	Are you requesting any roads to be closed? (Please Note: If yes, please complete the City of Deerfield Beach Temporary Road Closure Request.) ☐ Yes ☒ No ***If closing FDOT roads, approval of the City Commission is required.
	Will you be using a licensed professional security company to provide security services for your event? ☐ Yes ☒ No
	Company Name: Contact Person:
	Contact Number: Will safety equipment be used? ☒ Yes ☐ No
Promotion Materials	Is your event listed on the web? ☐ Yes ☒ No Provide URL address:
	How do you plan on marketing your event? (select all that apply) ☐ Outdoor Banners ☐ Radio Ads ☐ Mailings ☐ Newspaper Ads ☐ Outdoor Signs ☐ TV Ads ☐ Flyers ☐ Other
	Promotional Signs/Banners:

Location:	Size:	Description:

Directional Signs:

Location:	Size:	Description:

Event Entertainment	Will the event have entertainment? ☐ Yes ☒ No Will amplified sound equipment be used? ☐ Yes ☒ No Will musical entertainment be used? ☐ Yes ☒ No Please describe any type of entertainment and sound equipment below:
Miscellaneous	Are you charging a fee for the event? ☐ Yes ☒ No
	How are the proceeds being used?
	Name of benefiting organization:
	Contact Person: Contact Phone Number:

Deerfield Beach
Florida

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

CENCLUB RECREATON MGT (insert official name of vendor), hereinafter referred to as 'Vendor', agrees through the signing of this document by an authorized party, intending to be legally bound for themselves and their heirs, executors and administrators, covenants and agrees to Indemnify and Hold Harmless and defend the City of Deerfield Beach, the elected and appointed officials of the City of Deerfield Beach, the City Manager, department heads, division heads, supervisors and employees of the foregoing, and their heirs, representatives, successors, executors, administrators and assigns from and against any and all suits and actions including attorneys fees and all costs of litigation and judgments, claims for damages or injuries, including death, to persons or property of whatever kind or character, whether real, personal or mixed, asserted or occurring from every name and description arising out of or incidental to the Vendor's activity at the City of Deerfield Beach, Florida, (describe activity) whether or not due to or caused by the negligence of the City of Deerfield Beach, excluding only the sole negligence of the City of Deerfield Beach. This provision shall also pertain to any claims against the City of Deerfield Beach by any employee of Vendor or anyone directly or indirectly employed by Vendor.

This 1 day of OCTOBER, of 20

	ANDY HACKETT	DIRECTOR, OPERATIONS
Applicant Signature	Print Name	Title

Witnesses

	RYAN NUTTING	OCT 1, 2020
Signature	Print Name	Date

Please submit completed application to the Community Events and Outreach Division located at the City of Deerfield Beach, 401A SW 4th St., Deerfield Beach, FL 33441 or fax to 954-480-4393.

SANITIZER
SANITIZER
BB-Q

Food Truck Event at Century Village East at Clubhouse Parking Lot

Date of Event – Wednesday, October 7, 14, and 21, 2020
Time -11:00am -2:00pm
Location – Century Village Clubhouse Middle Parking Lot
2400 Century Blvd., Deerfield Beach, FL 33442

1- We will be having a small food truck event geared towards the residents of Century Village Deerfield Beach at the Clubhouse middle park lot that will be a socially distanced event. We have three confirmed food trucks.

2- The food trucks will be in a barricaded section of the parking lot with plenty of space between the trucks.

3- Several Clubhouse staff will be available and wearing facial coverings. Clubhouse Staff will encourage the residents to wear their facial coverings when ordering food and to maintain social distancing of six feet while standing in line to order.

4- A hand sanitizing station will be available for staff and residents.

5- There will be several socially distant benches available for those residents who may want to eat and drink on site. There are also picnic tables located near our shuffleboard court if residents would like to use those tables.

6- Residents can only be without their facial covering when drinking and/or eating.

7- We will have a member of our cleaning staff available the duration of the event to clean the benches and picnic tables on a constant basis.

8- No groups of more than 10 shall congregate in any area of the clubhouse property.

City of Deerfield Beach

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

Face Sheet
File Number: I.D. 2020-632

Agenda Date: 10/20/2020 **Status:** DEPARTMENTAL BUSINESS

In Control: City Commission

Title
ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 66 "TRAFFIC AND VEHICLES," ARTICLE I "IN GENERAL," SECTION 66-13 "NO THROUGH TRUCK ZONES" OF THE CITY CODE OF ORDINANCES TO DESIGNATE ADDITIONAL STREETS AS NO THROUGH TRUCK ZONES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Recommended Action
Commission to vote on Ordinance and set public hearing for November 10, 2020

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

Background/History
The City's Code Compliance Division and the Broward Sheriff's Office have identified issues with truck traffic on S.E. 13th Court from Federal Highway to S.E. 4th Avenue and on S.E. 4th Avenue from S.E. 15th Street to S.E. 13th Court. The Broward Sheriff's Office and Code Enforcement made the request to prohibit truck traffic on these corridors and give them authority for enforcement.

Current Activity
Pursuant to Broward County Administrative Code Section 25.128, all requests for new traffic control devices or modifications to existing traffic control devices on municipal roadways must be submitted to the Director of the Broward County Traffic Engineering Division. Any requests for new, modified or removal of commercial vehicle restriction signs or no truck signs must be approved through local ordinance by the City Commission. Imposing truck restrictions is not a traffic engineering determination, but a local legislative action that is then sent to Broward County Traffic Engineering for installation of regulatory signs. This policy is supported by Section 2B.39 of the Manual on Uniform Traffic Control Devices as adopted by Florida Law.

Recommendation
Amend Section 66-13 designating S.E. 13th Court from Federal Highway to S.E. 4th Avenue and on S.E. 4th Avenue from S.E. 15th Street to S.E. 13th Court as "no through truck zones".

ORDINANCE NO. 2020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 66 "TRAFFIC AND VEHICLES," ARTICLE I "IN GENERAL," SECTION 66-13 "NO THROUGH TRUCK ZONES" OF THE CITY CODE OF ORDINANCES TO DESIGNATE ADDITIONAL STREETS AS NO TROUGH TRUCK ZONES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE

WHEREAS, the City has the police power to regulate and control traffic within the City, including the power to designate certain streets as "no through truck zones"; and

WHEREAS, Section 66-13 designates certain streets as no through truck zones; and

WHEREAS, the City desires to designate S.E. 13th Court from Federal Highway to S.E. 4th Avenue and S.E. 4th Avenue from S.E. 15th S.E. 13th Court as "no through truck zones"; and

WHEREAS, the City Commission has determined that it is in the best interests of the citizens and general public to amend Section 66-13 to designate S.E. 13th Court from Federal Highway to S.E. 4th Avenue and S.E. 4th Avenue from S.E. 15th to S.E. 13th Court as "no through truck zones."

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

Section 1. The above "WHEREAS" clauses are true and correct and are incorporated herein.

Section 2. Section 66-13 "No through truck zones" of the City Code is hereby amended to read as follows[1]:

Chapter 66 – TRAFFIC AND VEHICLES

***

ARTICLE I. – In General

***

Sec. 66-13 – No through truck zones.

***

(c) No through truck zones. The following streets are designated as no through truck zones:

***

(17) S.E. 13th Court from Federal Highway to S.E. 4th Avenue.

(18) S.E. 4th Avenue from S.E. 15th Street to S.E. 13th Court.

[1] Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough.~~

***

Section 3. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 5. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 6. That this Ordinance shall be effective immediately upon adoption on second reading.

PASSED 1ST READING ON THIS _____ DAY OF _____, 2020.

PASSED 2ND READING ON THIS _____ DAY OF _____, 2020.

_____
BILL GANZ, MAYOR

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

City of Deerfield Beach

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

Face Sheet
File Number: I.D. 2020-643

Agenda Date: 10/20/2020 **Status:** DEPARTMENTAL BUSINESS

In Control: City Commission

Title
ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING CHAPTER 54 "PENSIONS AND RETIREMENT," ARTICLE IV "NONUNIFORMED EMPLOYEES RETIREMENT PLAN," DIVISION 5 "BENEFITS," SECTION 54-230 "INTERNAL REVENUE CODE COMPLIANCE" OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR COMPLIANCE WITH THE SECURE ACT; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action
Commission to vote on Ordinance and set public hearing for November 10, 2020

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

Current Activity
The proposed ordinance for the City of Deerfield Beach Non-Uniformed Employees' Pension Plan (the "Plan"), amends Chapter 54, Article IV, Division 1, Section 54-230 of the Deerfield Beach City Code to comply with the Setting Every Community Up for Retirement Enhancement ("SECURE") Act, signed into law on December 20, 2019. The Ordinance changes the definition of "required beginning date" to the following:

1. With regard to distributions required to be made to a participant who reaches age 70 ½ before January 1, 2020: April 1 of the calendar year following the calendar year in which the participant attains or will attain the age of 70½ years; or April 1 of the calendar year following the calendar year in which the participant retires.

2. With regard to distributions required to be made on or after January 1, 2020 to a participant who reaches the age of 70 ½ on or after said date: April 1 of the calendar year following the calendar year in which the participant attains or will attain the age of 72 years, or April 1 of the calendar year following the calendar year in which the participant retires.

Recommendation
Approval is recommended.

ORDINANCE NO. 2020/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING CHAPTER 54 "PENSIONS AND RETIREMENT," ARTICLE IV "NONUNIFORMED EMPLOYEES RETIREMENT PLAN," DIVISION 5 "BENEFITS," SECTION 54-230 "INTERNAL REVENUE CODE COMPLIANCE" OF THE CITY CODE OF ORDINANCES TO PROVIDE FOR COMPLIANCE WITH THE SECURE ACT; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the Setting Every Community Up for Retirement Enhancement ("SECURE") Act, signed into law on December 20, 2019, amended the definition of "Required Beginning Date" under Section 401(a)(9) of the Internal Revenue Code; and

WHEREAS, amendments to the City of Deerfield Beach Non-Uniformed Employees' Pension Plan (the "Plan") are necessary to conform the Plan to the requirements of the SECURE Act; and

WHEREAS, the Board of Trustees (the "Board") of the Plan has recommended an amendment to the Plan to comply with the SECURE Act; and

WHEREAS, the Board has requested and approved the amendments provided herein as being in the best interests of the participants and beneficiaries and improving the administration of the Plan; and

WHEREAS, the City has received and reviewed an opinion from the actuary indicated the proposed amendment will not have an actuarial impact on the Plan; and

WHEREAS, the City Commission deems it to be in the public interest to amend the Plan for its non-uniformed employees to conform the Plan to the requirements of the SECURE Act.

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. That Section 54-230 "Internal Revenue Code Compliance," is hereby amended to read as follows:[1]

[1] Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough.~~

CHAPTER 54 – PENSIONS AND RETIREMENT

***

Article IV. – Nonuniformed Employees Retirement Plan

***

Division 5. – Benefits

***

Sec. 54-230. - Internal Revenue Code Compliance.

***

(b) *Required beginning date:* Notwithstanding any other provision of the plan, payment of a participant's retirement benefits under the plan shall commence no later than the participant's required beginning date, which is defined as ~~the later of~~:

(1) With regard to distributions required to be made to a participant who reaches age 70 ½ before January 1, 2020: April 1 of the calendar year ~~that next follows~~ following the calendar year in which the participant attains or will attain the age of 70½ years; or April 1 of the calendar year ~~that next follows~~ following the calendar year in which the participant retires.

(2) With regard to distributions required to be made on or after January 1, 2020 to a participant who reaches the age of 70 ½ on or after said date: April 1 of the calendar year following the calendar year in which the participant attains or will attain the age of 72 years, or April 1 of the calendar year following the calendar year in which the participant retires.

***

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

P: 954.527.1616 | F: 954.525.0083 | www.grsconsulting.com

September 28, 2020

Ms. Livia Giuliani
Benefits USA Inc.
3810 Inverrary Blvd., Suite 303
Lauderhill, FL 33319-4381

Re: City of Deerfield Beach Non-Uniformed Employees' Pension Plan
Proposed Ordinance SECURE Act, Statement of No Impact

Dear Livia:

We have reviewed the proposed Ordinance for the City of Deerfield Beach Non-Uniformed Employees' Pension Plan (Plan), which would amend Chapter 54, Article IV, Division 1, Section 54-230 of the Deerfield Beach City Code to comply with the Setting Every Community Up for Retirement Enhancement ("SECURE") Act, signed into law on December 20, 2019. The Ordinance changes the "required beginning date" from (i) the April 1 following the calendar year in which a person attains age 70 ½ to (ii) the April 1 following the calendar year in which a person attains age 72, provided the member had not attained 70 ½ by December 31, 2019, in compliance with IRC Section 401(a)(9) of the Internal Revenue Code.

It is our opinion that this Ordinance will not have an actuarial impact on the cost of the Plan. Therefore, a formal Actuarial Impact Statement is not required. However, we recommend you send a copy of this letter and the Ordinance to the Division of Retirement before the final public hearing on the Ordinance.

Theora P. Braccialarghe and Piotr Krekora are members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. The undersigned actuaries are independent of the plan sponsor.

If there are any questions, please let us know.

Sincerely,

Theora Braccialarghe

Theora P. Braccialarghe, FSA, MAAA, EA, FCA
Senior Consultant & Actuary

Piotr Krekora, ASA, MAAA, FCA
Consultant & Actuary

The above communication shall not be construed to provide tax advice, legal advice or investment advice.

One East Broward Boulevard | Suite 505 | Ft. Lauderdale, Florida 33301-1804

City of Deerfield Beach

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

Face Sheet
File Number: I.D. 2020-621

Agenda Date: 10/20/2020

Status: CITY COMMISSION BUSINESS

In Control: City Commission

Title
Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, creating the African American Heritage Board in accordance with Section 3.12(2) of the City Charter; and providing for an effective date. *(Tabled from October 6, 2020)*

Recommended Action
Commission to vote on Resolution

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

Background/History
Each year the Department of Parks and Recreation hosts a number of community events that revolve around African American history and heritage. Over the past couple of years community volunteers have assisted staff in planning the events to help ensure the events' success.

Current Activity
With the continued growth of these events and the community support, the Department of Parks and Recreation would like to establish the African American Heritage Board, a special purpose limited advisory board, to provide recommendations to the City for events to celebrate and promote African American history and heritage, included but not limited to Martin Luther King, Jr. Day, Juneteenth and Black History Month. The Board will make recommendations to the City regarding the arrangements of the above mentioned events as well as expenditures in conjunction with these events.

The African American Heritage Board will consist of up to nine (9) members. Each member shall be a resident of the City and will serve two (2) year terms. Each Commissioner may appoint a member to the Board, except that the District 2 Commissioner may appoint up to five members to the Board. All board appointments shall be subject to approval by the City Commission.

The African American Heritage Board will sunset on September 30, 2022.

Recommendation
The Department of Parks and Recreation recommends the approval of the African American Heritage Board.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, CREATING THE AFRICAN AMERICAN HERITAGE BOARD IN ACCORDANCE WITH SECTION 3.12(2) OF THE CITY CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, each year the Department of Parks and Recreation hosts community events that revolve around African American history and heritage; and

WHEREAS, over the past couple of years community volunteers have assisted staff in planning the events to help ensure the events' success; and

WHEREAS, Section 3.12(2) of the City Charter allows for the creation of special purpose limited time advisory boards, whose purpose is solely to advise the City Commission on an item of a special nature and whose creation is for a stated period of time at the end of which time the board will no longer exist; and

WHEREAS, the City Commission desires to establish a board for the purpose of providing recommendations to the City for events to celebrate and promote African American history and heritage on a limited time basis to give the City the opportunity to explore the possibility of establishing a permanent board; and

WHEREAS, in accordance with Section 3.12(2) of the City Charter, the City Commission desires to create the African American Heritage Board (the "Board"), for the purpose of providing recommendations to the City for events to celebrate and promote African American history.

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 creates the African American Heritage Board in accordance with Section 3.12(2) of the City Charter.

Section 3. The powers and duties of the African American Heritage Board shall be as follows:

a) The Board is empowered to provide recommendations and input to the City Commission for events recognizing and celebrating African American history relating to Martin Luther King Jr. Day, Juneteenth, and Black History Month. The Board shall make recommendations with the inclusion of, and celebration by, the entire community in mind.

b) The Board may make recommendations to the City regarding the arrangement of the events, including but not limited to the distribution of tickets and general promotion of the events, but shall not be empowered to contract for such events.
c) The Board may recommend various expenditures that may be incurred in connection with the events, but shall not have the authority to expend funds. Such expenditures shall only be incurred upon prior approval of the City Manager or City Commission, as applicable.

Section 4. The Board shall be composed of no more than nine members. Each member shall serve without compensation. The Mayor and each City Commissioner may appoint a member to the Board, except that the District 2 Commissioner may appoint up to five members to the Board. All appointments shall be subject to approval by a majority of the City Commission. Board members shall be residents of the City and shall serve two-year terms. A member may be removed from the Board with or without cause by the Commissioner who appointed the member. A minimum of five Board members shall constitute a quorum. Minutes and records shall be kept of all meetings of the Board and all meetings shall be public.

Section 5. The African American Heritage Board shall sunset on September 30, 2022.

Section 6. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 7. 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