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
November 10, 2020
7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: October 6, 2020, October 20, 2020

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Marine Advisory Board Meeting Minutes

Attachment: January 16, 2020

Hillsboro Inlet Meeting District Meeting Minutes

Attachment: September 14, 2020, September 21, 2020 (Budget Hearing), September 21, 2020

Community Appearance Board Meeting Minutes

Attachment: September 23, 2020

APPROVAL OF THE AGENDA

November 10, 2020

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

https://deerfield-beach.zoom.us/j/84404211243?pwd=RGQxeEJ4WGZTQmJNcXlJNHZ3RlJvUT09

Join Zoom Meeting via telephone by dialing:
Call-in Number: (301) 715-8592
Meeting ID: 844 0421 1243#
Participant ID: #
Passcode: 856333#

For complete instructions on joining and/or participating during Public Comment, please click the following link or attend in person in the City Commission Chambers adhering to social distancing protocols, face covering requirements and temperature checks upon entry:

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. **Certificate of Recognition presented to Roger Pitts for 25 years of dedicated service as a Solid Waste Supervisor for the Department of Sustainable Management.**

   Sponsor: Department of Sustainable Management

2. **Proclamation presented to the Small Business Saturday Coalition and Women Impacting Public Policy in recognition of Small Business Saturday.**

   Sponsor: Mayor Bill Ganz

3. **Certificate of Appreciation presented to Loren Strassburg, Deerfield Thrift Owner, for your acts of kindness and generosity in supporting Deerfield Beach residents.**

Sponsor: Commissioner Ben Preston

4. **Presentation by FDOT regarding Powerline Road.**

Sponsor: Department of Environmental Services

QUASI-JUDICIAL PUBLIC HEARINGS

5. **P.H. 2021-009: APPLICATION NO. 18-A-189**

Applicant: Little Harbor Estates LLC, represented by Christina Bilenki of Dunay, Miskel, & Backman LLP

Proposal: Abandonment of an existing fifteen (15) foot wide drainage easement recorded in Plat Book 49, Page 24 and Plat Book 51, Page 23.

Location: A portion of Lot 1, Block 6, LITTLE HARBOR ON THE HILLSBORO, Section 3, according to the plat thereof, recorded in Plat Book 49, Page 24, of the Public Records of Broward County, Florida, together with a portion of Lot 8, Block 4, Revised Plat of LITTLE HARBOR ON THE HILLSBORO, Section 2 according to the plat thereof, recorded in Plat Book 51, Page 23, of the Public Records of Broward County, Florida, more particularly described in the file, and located at 28 NE 11th Way.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Little Harbor Estates, LLC

PUBLIC HEARINGS – FIRST READING

6. **P.H. 2021-010: ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT ("CIE") OF THE CITY'S ADOPTED COMPREHENSIVE PLAN BY REVISING AND UPDATING THE FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS SET FORTH IN TABLE 10.3 IN ACCORDANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

   Suggested Action: Commission to vote on Ordinance and set public hearing for December 1, 2020

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

   Sponsor: Department of Planning & Development Services

   Attachment: Capital Improvements Element

7. **P.H. 2021-011: ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY OF DEERFIELD BEACH LAND USE PLAN MAP DESIGNATION FOR FOUR PARCELS TOTALING APPROXIMATELY 5.7 ACRES LOCATED AT 201, 221, 231 & 299 N. FEDERAL HIGHWAY FROM COMMERCIAL (5.1 ACRES) AND RESIDENTIAL MODERATE (.6 ACRES) TO RESIDENTIAL IRREGULAR (48.6 DWELLING UNITS/ACRE); PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN ACCORDINGLY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

   Suggested Action: Commission to vote on Ordinance and transmit to County

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

   Sponsor: Department of Planning & Development Services

   Attachment: LUPA Application #64A

PUBLIC HEARINGS – SECOND READING

8. **P.H. 2021-012: 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

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

   Sponsor: Department of Environmental Services

   Attachment: No Through Truck Zones

9. **P.H. 2021-013: 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

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

   Sponsor: Office of the City Clerk

   Attachment: Non-Uniform Pension Board Ordinance

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

10. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing members to the City of Deerfield Beach Non-Uniformed Municipal Employee Retirement Committee; providing for service without compensation; and providing for an effective date.**

    Suggested Action: Commission to vote on Resolution

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

    Sponsor: Office of the City Clerk

    Attachment: Non-Uniform Retirement Committee Reappointments

11. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Lawanna Strowbridge, Sandra Jackson, Janice Fulmore Tigner, Diane Chisholm, and Annette Mitchell to the African American Heritage Board; providing for distribution, implementation, and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Ben Preston

Attachment: African American Heritage Appointments

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

12. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with the Supervisor of Elections of Broward County to conduct the Municipal Election to be held by the City of Deerfield Beach on March 9, 2021; authorizing execution of the Agreement; providing for implementation and an effective date.** ***(Funds from Account #001-0308-513-3299 - Other Contractual Services & #001-0308-513-3213 - Pollworkers' Fee)***

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Clerk

Attachment: Supervisor of Elections Agreement

13. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JPC20-06-2021 with the Areawide Council on Aging of Broward County, Inc. for CARES Act funding for the Emergency Home Energy Assistance Program in the amount of $25,277.20; authorizing execution of the Agreement; providing an effective date.** ***(Funds from Account #101-331-1210-69-91 - EHEAP Revenue)***

    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 CARES Act Funding

14. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Second 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; authorizing execution of the Second Amendment; and providing an effective date.** ***(Funds from Account #101-331-1210-69-91 - EHEAP Revenue)***

    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 Second Amendment

15. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Amendment to Grant Agreement H0329 with the State of Florida, Division of Emergency Management for the Hazard Mitigation Grant Program City Hall Wind Retrofit and Drainage Project to extend the Agreement end date to August 31, 2021; providing an effective date.**

    Suggested Action: Commission to vote on Resolution

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

    Sponsor: Department of Legislative and Community Affairs

    Attachment: H0329 Grant Agreement Amendment

16. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of an application to the Florida Division of Emergency Management for the Federal Emergency Management Agency Fiscal Year 2020 Hazard Mitigation Assistance, Building Resilient Infrastructure and Communities Grant Program; authorizing the expenditure of matching funds; authorizing execution of the Grant Agreement; providing an effective date.**

    Suggested Action: Commission to vote on Resolution

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

    Sponsor: Department of Legislative and Community Affairs

    Attachment: FEMA Hazard Mitigation Assistance

17. **Resolution 2020 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Sub-Recipient Agreement with the State of Florida Division of Emergency Management for COVID-19 Pandemic DR-4486 FEMA Public Assistance Grant; authorizing the expenditure of matching funds; authorizing execution of the Grant Agreement; providing an effective date.**

    Suggested Action: Commission to vote on Resolution

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

    Sponsor: Department of Financial Services

    Attachment: COVID-19 FEMA Public Assistance Grant

18. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a piggyback contract with Wells Capital Management, Inc. for Investment Management Services utilizing the City of Doral Contract; approving payment to Wells Capital Management in an amount not to exceed $132,000 for services rendered from fiscal year 2017-2020; providing for execution and an effective date.**

    Suggested Action: Commission to vote on Resolution

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

    Sponsor: Department of Financial Services

    Attachment: Investment Management Services

DEPARTMENTAL BUSINESS

19. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, extending the State of Local Emergency regarding COVID-19 until December 17, 2020; authorizing the City Manager to take appropriate actions; providing an effective date.**

    Suggested Action: Commission to vote on Resolution

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

    Sponsor: Office of the City Attorney

    Attachment: State of Local Emergency Extension

20. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, establishing boundaries for Commission Districts as required by the City Charter; providing for implementation and an effective date.**

    Suggested Action: Commission to vote on Resolution

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

    Sponsor: Office of the City Clerk

    Attachment: Redistricting

21. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the rankings and funding allocations to Charitable and Public Purpose Organizations for the Community Participation Grant Program; providing for implementation and an effective date. *(Funds from Account #001-8100-569-80-99 - Community Participation)***

    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: FY21 Community Participation Grant

22. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Agreement with Petrocard, Inc. for Compressed Natural Gas ("CNG") Fueling Services on an as needed basis; waiving the City's competitive selection requirements to authorize the City to enter into an agreement with Petrocard, Inc. for CNG Fueling Services; authorizing execution of the Agreement; providing an effective date. *(Funds from Account #450-4551-534-38-12 - Compressed Natural Gas)***

    Suggested Action: Commission to vote on Resolution

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

    Sponsor: Department of Sustainable Management

    Attachment: Petrocard, Inc.

23. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, supporting the Wide Sidewalk/Off-Road Shared Use Path Project to connect the City's Trailhead Linear Park to Quiet Waters Park (the "Project"); authorizing the submission of the Cycle 5 Application to the Broward Metropolitan Planning Organization for Complete Streets Localized Initiative Program Funding for the Project; authorizing execution of a Grant Agreement; providing for implementation and an effective date.**

    Suggested Action: Commission to vote on Resolution

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

    Sponsor: Departmental of Environmental Services

    Attachment: Cycle 5 Application

24. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Evaluation Committee's ranking of proposals pursuant to Request for Proposals #20-34-PC for Design-Build Construction for Center for Active Aging (Rebid); authorizing the City Manager to commence contract negotiations and execute a contract with Synalovski Romanik Saye, LLC, the top ranked firm, in an amount not to exceed $10,456,149.32; providing for conflicts, severability and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Synalovski Romanik Saye, LLC

ADDENDUM

25. **ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; APPROVING THE TRANSFER OF UNENCUMBERED APPROPRIATION BALANCE AND REDUCTION OF APPROPRIATIONS IN THE GENCERAL FUND AS SET FORTH ON EXHIBIT "A" TO ADDRESS COVID-19 RELATED BUDGETARY IMPACTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for December 1, 2020

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

Sponsor: Department of Financial Services

Attachment: Budget Amendment

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

26. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, urging the Florida Department of Transportation to revert back to FDOT's prior funding and administration practices for Complete Streets and Other Localized Initiative Program (CSLIP) Projects on Local Roadways; providing for distribution and an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Mayor Bill Ganz

Attachment: Broward Metropolitan Planning Organization

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, December 1, 2020

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

Meeting Minutes
City Commission

Tuesday, October 6, 2020 | **7:00 PM** | **Virtual Meeting**

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 7:00 p.m., via virtual meeting technology.

Present: 5 – Commissioner Todd Drosky
Commissioner Michael Hudak
Commissioner Ben Preston
Vice Mayor Bernie Parness
Mayor Bill Ganz

Also Present: 3 – City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Samantha Gillyard

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Parness.

APPROVAL OF CITY COMMISSION MEETING MINUTES

Regular City Commission Meeting Minutes – September 3 & September 14, 2020
Special City Commission Meeting Minutes – September 14, 2020

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Planning & Zoning Board Meeting Minutes - August 6, 2020

Deerfield Beach Municipal Firefighters Fund Meeting Minutes - June 8, 2020

Hillsboro Inlet District Meeting Minutes - August 17, 2020

Community Appearance Board Meeting Minutes - August 26, 2020

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

ACKNOWLEDGEMENT OF CITY BOARD MINUTES – CONTINUED

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

October 6, 2020

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve the agenda as amended; Item #26 to be moved forward. Voice Vote:

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

Nays: 0

AWARDS & RECOGNITION

1. Certificates of Appreciation presented to Broward League of Cities CARES Act Task Force Members for their commitment, time and dedication in advocating for municipal CARES Act funding.

Commissioner Drosky outlined the extensive efforts by the CARES Act Task Force which included numerous meetings, conference calls and long hours, which essentially led to the Broward County Commission approving funding for municipalities. Thereafter, he thanked members of the task force: Mayor Josh Levy (Hollywood), Commissioner Felicia Brunson (West Park), Mayor Rex Hardin (Pompano Beach), Mayor Lori Lewellen (Dania Beach), Adam Reichbach, (Assistant City Manager Hollywood), Mayor Greg Ross (Cooper City), Mayor Mike Ryan (Sunrise), Mayor Ken Thurston (Lauderhill), Mayor Ana Ziade (North Lauderdale), and Mayor Traci Callari (Hollywood), Broward League of Cities President. The legal team included Sam Goren, Jacob Horowitz, Mike Cirullo and Quentin Morgan as well as Mary Lou Tighe, Broward League of Cities Executive Director and Sely Cochrane.

Task force members in attendance were given an opportunity to comment on their experiences on the task force, the difference the funding will make and their gratitude to Commissioner Drosky for acknowledging their efforts.

2. Certificates of Appreciation presented to FishAngler and Pelagic for their sponsorship and volunteer assistance at the 2020 Jr. Anglers Day Event.

Mayor Ganz said although the event had to be rescheduled due to inclement weather, the event was a huge success; whereas, children were able to take a fishing rod home and will have an opportunity to return at any time. Thereafter, he acknowledged the business sponsors and volunteers; FishAngler, Pelagic/Anthony DiGiulian, George “Skip” Dana, Mike Cleary, Shelby Barra, Krysl Tonkin, Jane and Tom Wye, Liz Sizemore, Nick Cardella, Tom Jones, Jonah Bennett, and Jordan Smith. He thanked them for the time they contributed to the children.

3. Certificates of Recognition presented to Broward Sheriff's Office deputies and firefighters for their altruism and compassion shown toward the Praxis Apartment residents.

Mayor Ganz said there have been challenges at the Praxis apartment complex, but on September 11th, BSO deputies responded to a call at Praxis and while onsite, they found an apartment with items stacked to the roof and blocking access to the stove and bathroom of the residents’ apartment. Though the moving company moved furniture and items for the renovation, upon completion, the same service was not given. After observing, the deputies made the space accessible. On September 14th, the BSO Community Outreach team and BSO Fire Rescue returned to the complex to assist with organizing the apartments, unpacking boxes and returning furniture to its proper location, allowing access to kitchen and bathrooms. These volunteers assisted their residents, whereby, some suffer from medical issues. Thereafter, he thanked various BSO Police and Fire Rescue staff for their outstanding assistance and compassion.

AWARDS & RECOGNITION – CONTINUED

4. Certificates of Appreciation presented to Deerfield Park Elementary staff and teachers for their commitment and support in making the School's "Reclaim and Elevate Summer Program" a success.

Commissioner Preston said Deerfield Beach has amazing educational programs along with teachers who strive to do a great job. He thanked Principal Reid and the teachers for abandoning their summer in order to help children with the Reclaim and Elevate program. This program targeted 145 students who were engaged in reading intervention during the summer, but also helped develop critical skills needed at the next grade level. This program would not be possible without the commitment of the staff who dedicated seven (7) weeks. Thereafter, he listed the faculty members involved in the program: Assistant Principal Donna Rucker, Ms. Bonita Mason, support staff and the teachers; Danica Jeffers, Dolores Paschall, Janiece Davis, Kassandra Burton, Marchard Desire, Rosilande Desamour, Susanna Rodriquez, Tanya Fenton, Tawana Chang, Tamara Lang, Lenny Carrol, and Yvette Moise.

Principal Reid acknowledged Commissioner Preston and the Commission for honoring her staff as it has been challenging with keeping children interested during the pandemic. Thereafter, she explained how the program was implemented.

5. Proclamation presented to Florida League of Cities in recognition of Florida City Government Week.

Commissioner Hudak read the proclamation recognizing October 19, 2020 – October 25, 2020 as Florida City Government Week. He outlined the importance of city government and due to social distancing and COVID guidelines, he commented on various events the City has provided to support its residents as is the intention of City Government Week. Additionally, Parks & Recreation is hosting a virtual Student Government Week with various activities, to include virtual story time on face book, virtual art contest and others. Since local government has the greatest impact on residents, it is important to understand how their city operates, the services and importance of active involvement.

6. Certificate of Recognition presented to Joy Zubkousky's for 13 years of dedicated service as the Office Specialist for the Department of Active Aging.

Donna DeFronzo, Director of Active Aging, recognized Ms. Zubkousky for her service to the City over the past 13 years. Ms. DeFronzo outlined the assistance given by Ms. Zubkousky to the residents, the department and all customers.

Ms. Zubkousky said the time to retire has come, but it has been wonderful working in her capacity as they have an opportunity to reach many people.

CITY COMMISSION BUSINESS

26. Resolution 2020/147 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, opposing the Proposed County Charter Amendment that purports to Preempt Municipal Home Rule Authority for zoning and other regulations on county owned or leased property within municipal boundaries; authorizing the joining of the lawsuit filed by the City of Weston against Broward County seeking to remove the Proposed Charter Amendment from the November 2020 Ballot; authorizing the expenditure of $2,500 to join the lawsuit; waiving the conflict resolution procedures set forth in Chapter 164; providing for implementation and an effective date. *(Funds from Account #606-0900-519-37-70 - General Liability - Legal)*

Item #26 was discussed out of order.

The Resolution was read by title only.

CITY COMMISSION BUSINESS – CONTINUED

Anthony Soroka, City Attorney, said due to the waiver of conflict resolution in section 164, F.S., the vote to approve will require a 4/5 vote of the Commission.

Commissioner Drosky said Amendment No. 2 attempts to thwart the cities' home rule powers; thereafter, he read the excerpt for the amendment. While the amendment supports transportation to an extent, it doesn't mention the County's ability to trample on home rule powers which it does. He suggested the Commission's support to join the lawsuit filed by the city of Weston to take the amendment off the ballot. Although he is not against the voters having their voices heard, but wants it to be clear on what they are voting. The City has started its public education campaign and a number of residents have contacted him about the true purpose of the amendment. Further, he said he does not think there is enough time to get the word out to everyone to understand what they are voting on. Moreover, this amendment is last on a very long ballot which could have a greater impact than other items. Commissioner Drosky read a Sun-Sentinel article encouraging voters to vote no on the amendment. Conclusively, if Circuit Court Judge David Haynes rules in the cities favor, the votes on the question will not be counted.

Continuing, Commissioner Drosky said while there is not a lot of county property in Deerfield Beach, they own Quiet Waters Park and if they envision something other than a park, they would not have to come before the City Commission. He does not believe the County should be exempt as any other developer is required to come before the Commission. The ballot measure is so poorly worded that no one could truly understand that what they are voting on would strip cities of their abilities to govern themselves. Lastly, he reiterated that the City join the Weston lawsuit; whereas, North Lauderdale and Fort Lauderdale voted affirmatively today to join also. The judge hearing the case needs to know that it is not only Weston, but Broward County that opposes the amendment.

Mayor Ganz commented on a similar situation 12 or 13 years ago fighting against Deerfield Beach on a project that benefited the City, but did not give proper notification or setbacks that protected the residents. He has also fought to implement rules and regulations that increase transparency and notification for any project in the City. Therefore, he fully supports the proposed resolution.

Ricardo Cukier, 1221 SW 46th Avenue, Deerfield Beach, thanked the Commission for its support of the citizens. Mr. Cukier agreed that the ballot is misleading and how it is written in the ballot is very misleading from what he has read and heard. He further commented on changes at Waste Management to increase the mountain. He expressed concern that it would bypass the City without being approved.

Mayor Ganz said the City is aware and is monitoring. Thereafter, he closed the public hearing.

Vice Mayor Parness spoke in support of the proposed resolution as local government is closer to the people than any other jurisdiction and will always support keeping home rule.

Commissioner Hudak also spoke in support.

MOTION was made by Commissioner Drosky, seconded by Commissioner Preston, to approve Item #26, adopted Resolution 2020/147. Roll Call:

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

Nays: 0

PRESENTATION

7. Presentation from FDOT regarding the SW 10th Street Connector Project.

Robert Bostian, FDOT, and Phil Schwab, RS&H Project Management, provided an overview of the connector project, upcoming public hearings and steps leading to the alternate selection.

PRESENTATION – CONTINUED

Purpose and Need – Mr. Bostian said the PD&E studies start with purpose and need and since the use of SW 10th Street has increased over the years, it has led to safety and operational issues along the corridors. He explained that the changes along the corridor will enhance intermodal and economic development, provide relief for congestion and reduce emergency response times and evacuation needs.

Project Location – Mr. Bostian provided a map, which depicted the SW 10th Street Connector study running from the Turnpike to I-95. Along I-95 is another study compatible with 10th Street to provide the interchange improvement to bring the direct connection onto the general purpose and express lanes of I-95. Additionally, there is an ongoing PD&E study to the west being conducted by the Florida Turnpike Enterprise which is in the earlier stage. Alternatives are being considered and will be presented to the public early next year for input.

One Corridor, Dual Facilities – Mr. Schwab said the project helps with regional connectivity of the limited highway access. This project puts two facilities into one corridor with the connector road, which serves as a limited access non-stop facility to connect Sawgrass to I-95 on the north. The local street on the right provides opportunity for landscaping and a shared use path with reduced speeds at 35 mph.

Overview of Access with Connector Lanes – Mr. Schwab explained the line diagram and how the traffic will be directed. There is a connector road that goes directly into the sawgrass expressway westbound. Going eastbound on the expressway, there will be an option to go on the local streets or connector lanes. On the east side, the connector lane will make access to I-95, but also direct connect lanes to both general purpose and express lanes. The Newport Center area will have ramps with access to the connector lanes from the local lanes. Essentially, if traveling west on SW 10th Street access to the connector lane is provided, but if traveling on 12th Avenue, access to the connector lane from the 12th Avenue circulation is also possible. Traveling east on the connector lane, there is a ramp that will be an eastbound egress that will allow access to the Newport Center intersection. Additionally, the local road access points to the east of Powerline Road allows for vehicles along the road or in the western communities to access a ramp to the eastbound connector lanes. Mr. Schwab further advised that if coming from I-95 on the connector or from Newport Center, a ramp going under the eastbound connector lane into the local street in advance of the Powerline Road intersection. There is an option to build the center ramps or not.

Addressing Concerns – Mr. Schwab explained the process of addressing concerns with City staff and residents; connection to I-95 general purpose lanes; shared use path in the 10th Street project and I-95; the pros and cons from various aspects for depressed sections has been evaluated, whereby, noise abatement and aesthetics has been enhanced elements; green space; and full access to the turnpike interchange is a separate study whereas additional collaboration is ongoing with City staff.

Public Engagement since last update to the Commission (June 16, 2020) – Mr. Schwab provided an update of actions taken since June. Three virtual webinars conducted with 799 attendees total, public feedback through Q&A sessions, posted recordings of the webinars, conducted several homeowner association meetings in the City, stakeholder meetings, updates to various cities, a meeting with Waterford Homes residents is pending.

Alternatives Comparison – Mr. Schwab provided the differences wherein, the top rendering represents the width ramp concept, the bottom without those ramps. Without the ramps, there is more green space, but it is a tradeoff. The sectional view shows the width view concept with the depressed roadway with Powerline Road ramps; the bottom is without ramps and the road moves further away from the residents and the utility lines do not require relocation. However, the design concept for both cases reduce the 2040 peak hour volumes lower than the existing traffic today. With the ramps, the future estimated peak hour volume will be lower by 73% in the morning and 52% in the evening. Without the ramps it does not reduce it as much, 40% in the morning and 20% in the evening.

Continuing, Mr. Schwab provided another rendering with and without ramps. With ramps, a large amount of landscaping would be removed from the front of Waterford Courtyard as right-of-way has been purchased from them. Without the ramps, the right of way taking is avoided to allow more landscaping, but pushes the road further north.

Rendering Comparison – Mr. Schwab displayed a rendering without the Powerline Road ramps which shows a ramp going under the eastbound connector lane and ties into the local lanes on the right, in front of Waterford. This

PRESENTATION – CONTINUED

area has the largest impact on traffic and from a visual standpoint. The without ramps concept provides more green space and large trees. There are cameras at the same location.

DRAFT – Preliminary Evaluation Matrix (SW 10th St) – Mr. Schwab explained the matrix and the qualification of each category.

Comparison Matrix – Mr. Schwab said this table provides more detail and reiterated the reduction in traffic volume. The annual average daily traffic (AADT) is a reduction from the existing AADT in the local lanes. He continued to highlight various categories in the matrix.

Renderings – Mr. Schwab provided views from Waterways looking west, Independence Bay looking east, at Powerline Road looking north with a proposed overpass and connector lanes, at Powerline Road looking east, Newport Center looking northeast, and others.

Public Hearing Overview – Mr. Schwab said a public hearing is forthcoming next week, October 12, 13 and 14th. On each day, there will be three (3) different virtual meetings; an in person option will be provided on the 15th with four (4) sessions. The public hearing session will include an open house period so citizens can ask questions and once that period is over, a formal public hearing presentation will begin and last approximately 45 minutes. The last portion will involve an open comment period whereby, comments will be added to the public record. He advised that people will be given 20 days after the public hearing, up till November 4th, to provide comments in writing. The recordings will be posed to the website along with the minute's transcription.

Where does PD&E fit in the Project Delivery Process – Mr. Schwab explained the process wherein the PD&E study is in full effect and the final steps include continued public engagement, finalizing environmental and engineering documents then location and design concept acceptance.

Post Public Hearing Process – Mr. Schwab said a few options will be presented at the public hearing and the documents will be updated to reflect that decision. Feedback will be received throughout the comment period and shared with the City. Once a decision is made to include or not include ramps, the City will be advised along with an update to the Broward MPO. Mr. Schwab advised that major construction can start as early as 2023.

Schedule – Mr. Schwab provided the project milestones from 2017 through 2021 and reiterated that construction can start in 2023 with completion expected by 2027/2028.

Thereafter, Mr. Bostian and Mr. Schwab entertained questions of the Commission.

In response to Commissioner Hudak's question, Mr. Bostian replied that the public hearing will be held at FDOT District IV Office, 3400 W. Commercial Boulevard, Fort Lauderdale. The facility is well suited to handle multiple sessions and keep people safe and socially distanced due to COVID; also, between sessions, they are able to sanitize the areas. He advised that approximately 15,000 letters along the corridor have been sent out and notification has been posted to their website.

Commissioner Hudak also asked for the times of the October 15th meeting.

Commissioner Drosky asked about the possibility of a simulcast meeting for October 15th for residents unable to attend in person.

Mr. Bostian replied that the since the notifications have gone out, a simulcast will not be possible; however, the transcripts will be available as soon as possible.

Commissioner Drosky commented on how Mr. Bostian and Mr. Schwab have had myriad discussions regarding 10th Street. He further commented on the recommendations made by the COAT Committee, wherein, more depression on 10th Street was the number one priority. While he understands why more was not incorporated, FDOT has to do a better job informing residents on the reasons.

PRESENTATION – CONTINUED

Mr. Schwab provided the times of the October 15th meeting in response to Commissioner Hudak: first session – 9 a.m.; second session – 12 p.m.; third – 3 p.m.; and fourth – 6 p.m. The open house will be 1 hour followed by a 45 minute formal presentation, then open comment period.

Mayor Ganz opened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, expressed concern that bicyclists will be on the same sidewalk as pedestrians which to her is similar to the same scenario on Federal Highway. She also asked if the traffic study was completed before March, because many businesses are closing brick and mortar, which has people working from home and reduces traffic. Additionally, she asked about the sound barriers as doubling the capacity with lanes will increase traffic noise to all the homes. Lastly, Ms. Freitag commented on the I-95 project that was just completed and now it is being destructed for another project. She asked that the neighborhoods be taken into consideration.

Ricardo Cukier, 1221 SW 46th Avenue, Deerfield Beach, said there were not previous Waterways meetings with the project team and asked for a few updates on the traffic study after March because of the virus. He also explained how many people are home now and the changes in traffic have already happened and will not be going away; therefore, he expects a much lower reduction. Unfortunately, while this information has been requested, a response has not been received.

David Mirantz, Economic Development Council, said it was great to serve as a member of the COAT Committee. He asked if the Broward MPO has any influence on FDOT's decision making process.

Caryl Berner, 3130 Cambridge F, Deerfield Beach, commented on how Century Village is looking to have separate lanes for walkers and bicyclists and recommended the same for 10th Street.

Mayor Ganz closed the public hearing.

Mr. Bostian explained that a presentation will be given to the Broward MPO on the selected alterative by FDOT, which is prior to submission of documents for formal review with the Office of Environmental Management, a state office. The Broward MPO will have opportunities to take whatever actions they feel are necessary for the project and give feedback to FDOT. Regarding traffic, there was a very comprehensive study in 2016 which was to project traffic to 2040. Although it is understood that the pandemic has reduced traffic, they continue to watch it; whereby, it has fallen off by 10% in some areas. However, as businesses and schools reopen, traffic has increased among other factors.

Moreover, Mr. Bostian advised that the 10th Street project has been in planning since the early 1970s and is part of an overall Broward County Regional Transportation system. The expectation was to build a project to facilitate the needs of Deerfield Beach and the rest of the County, but also address traffic impact and concerns in the design phase. The project is viewed as a long term component of transportation locally and regionally. As for the noise walls, all the residential areas along the corridor are warranted for noise walls. If walls are desired at certain locations, they will work with the communities and city to address the certain aesthetics of the wall as well. Mr. Bostian explained that some of the larger projects by FDOT take many years to unfold from planning to construction; the PD&E study has been ongoing for three (3) years. He outlined that the process for I-95 which will be complete before the 10th Street project begins in the spring 2023. Lastly, Mr. Bostian said bike lanes on the pavement were proposed, but the public did not want them on the same path. Therefore a shared, 10 foot path is being recommended which meets or exceeds FDOT's design standard for pedestrians and bicyclists.

Vice Mayor Parness expressed concern with excessive traffic during construction and asked if any studies have been done; if not, he said he is open to discussing the concerns of his constituency.

Mr. Bostian replied that he understands the impact to traffic, but they have already started finding ways to improve construction methods to keep traffic moving. They are committed to not shutting down thru lanes during peak times and limit when lanes need to be closed for traffic work. They are fortunate to have a very wide right-of-way in FDOT ownership of 250 feet allowing them to work away from traffic. Also, the local lanes can be reconstructed before the heavier connection work begins. Moreover, the corridor is being viewed as a traffic management and operations

PRESENTATION – CONTINUED

system, a smart corridor; whereas, they are seeking grants to look at the future of smart corridors and seek features early to include in construction. They plan to incorporate traffic monitoring devices to monitor traffic in real-time. There is still a long way to go and said he is open to meeting with Vice Mayor Parness. In closing, Mr. Bostian said as plans develop further, it will be provided to the City for feedback and recommendations.

QUASI-JUDICIAL PUBLIC HEARINGS

8. P.H. 2020-091: CASE NO. 776 (Project Name: Deerfield Town Square)
Applicant: **LBJ1, LLC represented by Art Sign Co**
Proposal: Seeking four (4) SIGN VARIANCES from the provisions of the Deerfield Beach Land Development Code: 1.) From Section 102-8 (c)(1)a. to allow a freestanding sign that is 73 feet from another freestanding sign in lieu of the 100 foot separation required by Code; 2.) From 102-8 (c)(1)e. to allow a third freestanding sign on a site that has less than 700 feet of frontage, in lieu of two, as required by Code; 3.) From Section 102-8 (c)(1)f. to allow 11 tenant panels in lieu of a maximum of 6 tenant panels, as required by Code; and 4.) From Section 102-9 allowing a sign that exceeds the maximum height, size of sign structure and size of sign face within the structure for a sign within the 10-19-foot setback area
Location: The property is generally described as A PART OF PARCEL A, OF "LIVING LEGENDS CENTER", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 135 PAGE 30 as more particularly described in the file, and located 3825-3901 W. Hillsboro Blvd.

Anthony Soroka, City Attorney, outlined the application; whereby, to approve the sign variance will require a 4/5 vote.

Jack Gervais, Art sign Company, waived the quasi-judicial procedures and provided a presentation on the monument sign at Deerfield Town Square. There is a very unique property line as shown on page 4 causing a major setback for the multi-tenant sign. Code allows placement of the sign at 20 feet from the median, but due to the property line, he requested 12 feet back from the median; thus, the allowed setback requirement would place the sign 36 feet from the road. Another disadvantage in seeing the tenant sign is the 4 foot drop off from the street. Page 3 illustrates the proposed rendering of moving the multi-tenant sign closer to the property line. Thereafter, Mr. Gervais provided street views east and west on Hillsboro Boulevard as well as other photos illustrating the hardship. In closing, he advised that upon approval, additional landscaping will be added and the sign will be harmonious with the plaza.

Commissioner Drosky referenced page 6 of the presentation and further clarified the hardship; whereby, there was a taking by FDOT which contributed to the property configuration. He said the sign should be in the location requested by the applicant without the taking, as it pushes the setback further away.

Mayor Ganz opened the public hearing.

Commissioner Preston spoke in support of the application to help the businesses especially during the pandemic as some are dissolving; i.e. Ruby Tuesday.

Commissioner Hudak asked if staff has any objections that the Commission is unaware.

Eric Power, Director of Planning & Development Services, replied no. The applicant met all requests made by staff and the application represents the minimum amount for a variance.

Mayor Ganz asked if anyone from the public wished to speak.

DK Mink, 3081 E. Commercial Boulevard, Fort Lauderdale, advised that she is part of the management company for the plaza and thanked the Commission for its support. She explained the importance of the sign as Ruby Tuesday did not renew their lease because the multi-tenant sign was not installed. Ms. Mink also commented on the issues experienced with landscaping due to the property line.

Ricardo Cukier, 1221 SW 46th Avenue, Deerfield Beach, spoke in support of the variance as the businesses need to be seen especially with many dissolving and others struggling.

QUASI-JUDICIAL PUBLIC HEARINGS – CONTINUED

Mayor Ganz closed the public hearing. Thereafter, he spoke in support of the application as they are not responsible for the setback which creates the variance.

MOTION was made by Commissioner Drosky, seconded by Vice Mayor Parness, to approve Item #8 as submitted, adopted Resolution 2020/131. Roll Call:

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

Nays: 0

9. P.H. 2020-092: APPLICATION NO. 20-M3c-20 (U.S. Crane & Rigging)

Applicant: **4250 Powerline Road, 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.**

Anthony Soroka, City Attorney, outlined Items 9 and 10; whereby, a presentation will be provided for both items and voted on separately.

Neal Kalis, 7320 Griffin Road, #109, Davie, representing the applicant, waived the quasi-judicial procedures. Thereafter, he introduced the team who worked with the Planning team which was a very pleasant experience. US Crane & Rigging is a major New York company that is expanding its business into South Florida and chose Deerfield Beach. The intent is to manufacture prefabricate precast concrete. The facility will allow operations to occur inside the building.

Location – Mr. Kalis provided a rendering outlining the location that sits on approximately 7.5 acres and is an unimproved site, used for outside storage. Furthermore, it is an intense manufacturing zoning area which suits their purpose. The property is served by access to NW 19th Avenue and Powerline Road as well as 44th Street.

Site Plan – Mr. Kalis provided the site plan rendering which highlights the landscaping area, 114 parking spaces, setbacks have been met and no variances will be requested; however, they are seeking an abandonment of an existing utility easement running north and south through the property as it would be through the building. Mr. Kalis explained the property is based on two (2) acquisitions being combined; one (1) other parcel was recently platted by the owner and during that process, a utility easement was required as it runs east and west along that property. All utility companies have been contacted and do not object to the vacation of the utility easement.

Utility Easement to be Abandoned/Vacated – Mr. Kalis said the rendering shows the location of the easement at 10 feet wide. Concurrently, the application to vacate and abandon the utility easement is being processed by Broward County.

Site Circulation – Mr. Kalis explained the circulation of traffic through the site. Trucks coming through picking up product take it out and away from the site; alternately, material will be brought in and picked up through a hopper, dropped below ground and conveyed up through the building. All operations occur within the building; therefore, no dust and a ventilation system will be used. Moreover, the applicant is looking for more environmentally friendly options like saving and reusing water, gathering water from the roof to use in the operation and solar energy. Employee parking will be along the northwest edge of the building.

3D Renderings – Mr. Kalis provided renderings of the building when completed as well as landscaping. The building is aesthetically pleasing and may be a catalyst for other development in the area.

QUASI-JUDICIAL PUBLIC HEARINGS – CONTINUED

Internal Operations – Mr. Kalis highlighted the landscaped area; at the bottom is the hopper and others. If there are any additional questions regarding the operation the team is available to respond.

Products Overview – Mr. Kalis provided photos of the products that will be manufactured at the facility, seawall panels, precast piles, precast beams, hollow core and others. He further explained the importance of the products as some have not been made in Florida. Lastly, 50 to 60 full time employees are expected at the facility ranging from $40 to $50 per hour with benefits; personnel will be skilled and licensed.

Vice Mayor Parness asked if there would be part time employees in addition to those mentioned.

Mr. Kalis replied that he was only provided information for full time employees.

Mayor Ganz opened the public hearing.

Ricardo Cukier, 1221 SW 46th Avenue, Deerfield Beach, spoke in support of the application, but questioned the amount of traffic the business would generate. He asked if it gets worse or remains the same.

AJ (not given), 1333 S. Dixie Highway, Deerfield Beach, asked if the City's administration has vetted the company to see how they operate.

Mayor Ganz closed the public hearing; thereafter, he responded to the questions posed by the public. He explained that the City does not vet businesses coming to the City; notwithstanding, the City does not have the authority to stop businesses from coming to the City.

Commissioner Drosky asked for additional information regarding traffic as there is an estimated daily 365 trips from the site and asked if it is for employees or is it trucks coming in and out of the facility.

Mr. Kalis replied that it is 365 trips total and includes trucks.

Commissioner Drosky analyzed the number of trips generated by employees; whereas, 60 employees would equate to 120 daily trips.

Mr. Kalis said a traffic report was provided to the City and the report the traffic engineer provided he believed would have included this information; nevertheless, the requirement for a traffic study is based on 500 daily trips or more and this is less.

Commissioner Drosky said the proposed project is a huge improvement over what is currently in place. He also advised that the City will receive improvements to NW 19th Avenue. Additionally, he said bringing this business to Deerfield Beach is a huge benefit.

Eric Power, Director of Planning & Development Services, said City code requires that every applicant for a new site plan provide a traffic analysis to show whether it will generate more than 500 trips. If more than 500, then staff would request a traffic study which was not requested in this case. However, the applicant worked with the City and FDOT so that improvements on the City's local roads and Powerline would be made. Thereafter, he explained how traffic analyses work; whereas, the number assumes employees coming to work, leaving for lunch, returning, then going home. Additionally, trucks will come to load and unload finished material.

Commissioner Drosky said he thinks the residents should know how many trucks are coming to the City.

Mr. Power said trips are generated during the morning and evening hours, so with light industrial, the actual generation is 4.96 but includes every type vehicle going into the property. Mr. Power provided the calculation which is based on 9 a.m. and after 5 p.m. Most businesses utilizing heavy truck traffic try to avoid the highways during the rush hour. The business model for this project is not presented for that.

QUASI-JUDICIAL PUBLIC HEARINGS – CONTINUED

In response to Commissioner Drosky's question, Mr. Power replied that the analysis is not site specific.

Commissioner Drosky also asked if there is a way to determine the number of trucks going in and out of the facility.

Mr. Kalis advised that the traffic engineer who did the report has passed and though he and the team tried to anticipate as many questions as possible, they can only provide information on the amount of daily trips. Lastly, he advised that the site plan meets the City's requirements.

Commissioner Hudak said the trucks will add stress to the roadways and asked for what the road improvements entail to combat the roadway stress.

Mr. Kalis said he believes 19th is not in the greatest condition and they are committing to doing some improvements to a portion of that road.

Jose Fortuno, applicant's representative, replied that FDOT standards were included in the approval process which require a high traffic load for heavy vehicles.

Mr. Power explained that FDOT required the improvement to the right-of-way portion of 19th Avenue and fronting the property. The applicant has agreed and essentially, it is a denser, thicker level of concrete that can handle the additional truck weight. Powerline Road is already built for heavy industrial use as a majority of Powerline Road throughout the County have heavy industrial.

There was a brief discussion regarding the plan and the approval process with the County.

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to approve Item #9, adopted Resolution 2020/135. Roll Call:

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

Nays: 0

10. P.H. 2020-093: APPLICATION NO. 20-A-196 (Project Name: U.S. Crane & Rigging)

Applicant: **4250 Powerline Road, LLC, represented by Neal Kalis, Esq.**

Proposal: Abandonment application seeking approval to abandon an existing 10-foot-wide easement to accommodate a proposed 93,907 square foot pre-cast concrete manufacturing plant.

Location: A 10 foot wide utility easement being a portion of Parcel "A" of the "LANZO INDUSTRIAL CENTER PHASE II, according to the plat thereof as recorded in Plat Book 183, Page 324, of the Public Records of Broward County, Florida, more particularly described in the file, and located at **4250 North Powerline Road** and **4251 NW 19th Avenue.**

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

There was no additional discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item #10, adopted Resolution 2020/136. Roll Call:

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

Nays: 0

PUBLIC HEARING – SECOND READING

11. P.H. 2020-096: ORDINANCE 2020/023 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING DIVISION 1 "GENERALLY" OF ARTICLE VI "CODE

PUBLIC HEARING – SECOND READING – CONTINUED

ENFORCEMENT" OF CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE BY CREATING SECTION 2-347 "NEIGHBORHOOD IMPROVEMENT PROGRAM" TO ESTABLISH A NEIGHBORHOOD IMPROVEMENT PROGRAM TO ASSIST QUALIFIED RESIDENTIAL HOMEOWNERS THAT HAVE BEEN CITED BY CODE COMPLIANCE IN MAKING REPAIRS TO THEIR HOMES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

Mayor Ganz opened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said she wants to make sure that funds are not being used to help people who are taking advantage.

Mayor Ganz closed the public hearing.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to approve Item #11, adopted Ordinance 2020/023. Roll Call:

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

Nays: 0

12. P.H. 2020-094: ORDINANCE 2020/024 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, APPROVING THE AWARD OF INVITATION TO BID #20-50-IG FOR CAPITAL EQUIPMENT FINANCING TO JP MORGAN CHASE BANK, N.A.; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH JP MORGAN CHASE BANK, N.A.; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Item #12, adopted Ordinance 2020/024. Roll Call:

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

Nays: 0

13. P.H. 2020-095: ORDINANCE 2020/025 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING DIVISION 1 "GENERALLY" OF ARTICLE II "STOPPING, STANDING, PARKING" OF CHAPTER 66 "TRAFFIC AND VEHICLES" SECTION 66-41 "PARKING CITATIONS AND PENALTIES" OF THE CITY CODE TO PROVIDE FOR THE ESTABLISHMENT OF ENHANCED PARKING ENFORCEMENT AND COLLECTION PROGRAMS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

Commissioner Preston questioned the $35 late fee; he asked how it was calculated.

PUBLIC HEARING – SECOND READING – CONTINUED

David Santucci, City Manager, replied that the parking rate and late fees are based on the average parking fees within the area for similar services.

Commissioner Preston expressed concern with the fee during the pandemic as many families are making less money.

Mr. Santucci advised that the fees are not new; however, the amnesty program allows the late fee to be waived if the citation is paid in full.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item #13, adopted Ordinance 2020/025. Voice Vote:

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

Nays: 0

14. Resolution 2020/137 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, establishing the Parking Amnesty in Deerfield Beach ("P.A.I.D.") Program to provide assistance to qualified individuals by waiving late fees for unpaid parking citations upon fine payment under certain conditions; providing implementation and for an effective date. *(Departmental Business)*

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.

Vice Mayor Parness said he does not feel it is fair to waive the late fees because staff sends multiple notices to violators advising that the citation needs to be paid.

David Santucci, City Manager, advised that parking fees are difficult to recoup if not paid within the first 10 days; nevertheless, the program would only help those with one (1) citation and would run until the end of December. The resolution is a companion to the ordinance just passed. The outstanding fines bring a potential revenue of approximately $400,000 and waiving the late fee would help the consumer as well as the City.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Item #14, adopted Resolution 2020/137. Voice Vote:

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

Nays: 0

PUBLIC COMMENT

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, commented on the road changes on Federal Highway; whereby, bike lanes are proposed for construction in the middle of the street. She also thanked everyone for participating in the food distribution at Quiet Waters Park.

AJ (not given), 1333 S. Dixie Highway, Deerfield Beach, said he has experienced racial profiling by the Broward Sheriff's Office police department. In watching how the officers deal with residents, he has noticed that Black people who drive nice cars are being pulled over. Additionally, he said he videos his interactions with the police and they need to be informed that it is not illegal.

Ricardo Cukier, 1222 SW 46th Avenue, Deerfield Beach, asked about the Commission vetting the company approved (Items 9 & 10). He also advised that Waste Management changed zones and WM confirmed that they do not have a sound study included in their project as the City has already approved various projects for them. He asked that the City assist in assuring the study is done.

PUBLIC COMMENT – CONTINUED

Mayor Ganz advised that Federal Highway is not a city road, but he does agree with the plan and even though the Commission has fought against it, the plan remains. Additionally, he asked that staff speak with Mr. AJ before he leaves the Chambers. Lastly, Mayor Ganz said he does not agree with expansions by Waste Management, but will work with them to make sure the allowed studies are done.

Commissioner Drosky said he attended the meeting between Waterways and Waste Management and Mr. Cukier is referring to the recycling plant on the north side of Wiles Road, not Wheelabrator. He advised that if the residents feel the noise is too much, Code Enforcement can come out to test it; if over 70 dB, Code can cite WM.

Captain Brimlow, BSO Police District X, advised that he has not seen any complaints regarding racial profiling, but takes this very seriously. He asked that Mr. AJ leave his contact information and also provide the video, if any, so they can discuss together. Captain Brimlow suggested the gentleman contact him via e-mail or call his office to set up a meeting. Lastly, though he has been with the city only two (2) years, he wants to address these issues right away as racial profiling will not be tolerated.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Mayor Ganz opened the public hearing for Items 15 – 17; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Items 15-17 in concert. Roll Call:

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

Nays: 0

15. Resolution 2020/138 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the First Amendment to the Subrecipient Agreement with Florida Housing Finance Corporation for the distribution of State Housing Initiatives Partnership ("SHIP") Coronavirus Relief Funds; authorizing the Mayor and City Manager to execute the Agreement; and providing for an effective date.

16. Resolution 2020/139 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with the State of Florida, Division of Emergency Management, for the Implementation and Administration of the Hurricane Loss Mitigation Program Fiscal Year 2020-2021; authorizing the execution of the Agreement; providing an effective date.

17. Resolution 2020/140 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting and authorizing submission of an amended fiscal year 2019-2020 Community Development Block Grant Action Plan to the United States Department of Housing and Urban Development; providing for implementation and an effective date.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Items 15-17. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS

18. Resolution 2020/141 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the submission of the Local Government Verification of Contribution Loan Form for the Tallman Pines III Development Project; providing for a commitment of future loan funding of $640,000 contingent upon City Commission approval of the loan terms and all applicable planning and zoning approvals for the project: providing for execution and an effective date.

The Resolution was read by title only.

Vickki Placide-Pickard, Director of Legislative and Community Affairs, said staff has been working with the Broward County Housing Authority and Housing Trust Group (HTG) on this project. HTG is applying for a 9% tax credit through Florida Housing & Finance and since it is a statewide application process the City approving the terms would be an incentive. Included in the backup is $640,000, which is the minimum amount for the application to be competitive. Staff is recommending a loan as the project is a couple of years out and approval would be announced in 2021. If approved, HTG will work with City staff to meet all requirements; thereafter, discussions on interest rate, loan disbursement and repayment would be discussed. Tonight, HTG seeks City Commission approval to move forward. Thereafter, Ms. Placide-Pickard announced Ms. Dilia Tabora, Assistant VP HTG, who is present to provide a presentation.

Mr. Eleon Metoyer, HTG Senior Vice President, announced himself and provided a presentation containing the background on the HTG. The company was formed in 1997 and has completed 40 multifamily developments. HTG is comprised of over 150 highly trained professional in development, financial accounting, management and others. HTG prides itself on building better communities, being dynamic, creative and flexible.

Ms. Tabora provided a brief presentation outlining the proposed development plan for the parcels. The property is located between 38th and 39th Street off Dixie Highway. The land is divided and the portion facing Dixie Highway will be a high rise comprised of 75 units; the larger interior lots will be comprised of 80 family dwellings. Also included is extensive landscaping to improve the pedestrian environment along with 300 parking spaces concealed from view. Thereafter, renderings were presented to outline their plan for development. Ms. Tabora mentioned that all the villas are one-story. A privacy wall is intended for the community villas, but also creates a walking path for the neighborhood; other amenities, i.e. playgrounds are enclosed within the community.

Additionally, Ms. Tabora said all the units are rental units and will be available to local residents with an income certified by the management company. The range for this development is $18,000 - $67,000 annually and depends on the number in the households as well as bedrooms being rented. It is important to note that the range covers the median income of the area and salaries of local employees, teachers, police officers and others. 85% to 90% of the rentals will range from $1100 to $1600 monthly and 10% to 15% of the units are for lower income residents with rents ranging from $500 to $700 monthly. She advised that the leasing criteria and compliance come from the state agency and private lenders, equity investors. Ms. Tabora said funding will be applied for in October and will know by February 2021 if HTG was awarded funding. If approved, the process for obtaining building permits will begin; therefore, construction is expected to start at the end of 2021 or beginning 2022 and may take 12 to 14 months to construct. The leases for the project are expected to stabilize in March 2023. Ms. Tabora said they are requesting the City's support for the larger site, family villas, which will make them more competitive since the grant is very competitive. Lastly, she provided renderings of complexes developed within Broward County and thanked City staff for their assistance.

Commissioner Hudak spoke in support of this opportunity; whereby, he outlined how engaged City staff has been with the Broward County Housing Authority (BCHA). Last December, the BCHA presented plans for the area and was also shown to residents with positive reviews. District 1 workforce redevelopment is a win for everyone and an opportunity to develop a stagnant area is huge. He said this project will provide housing units for both current and future residents, attract employees the businesses need along with residents to help businesses thrive. Commissioner Hudak suggested engaging the Urban Land Institute on this type project to spur additional ideas. Lastly, Commissioner Hudak reiterated his support of the project.

DEPARTMENTAL BUSINESS – CONTINUED

Commissioner Drosky commented on a project that a lot of residents were against and asked the Commission of their interest in the project as he understands the importance of affordable housing. He said he is unsure if residents will support site A, the high rise.

Mayor Ganz said the prior project is no comparison to this project and explained how it negatively impacted the residents and traffic. He said each project along Dixie Highway should be addressed on a case by case basis. Nevertheless, the project should be presented to the community for feedback, but this project is completely different than the prior project. Thereafter, he opened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said based on the number of units, it would increase the number of residents by 600 to 700. She asked if there are enough parking spaces for the residents. Ms. Freitag continued to express her concern with public safety being able to traverse the roads if the project goes forward.

Dave Mirantz, Economic Development Council, 1010 Fairway Drive, Deerfield Beach, said this is an exciting project and though he cannot speak for Broward Health, they have spoke in favor of the project. He advised that the hospital will soon become a teaching hospital and this is an exciting step forward.

Mayor Ganz closed the public hearing. He then responded to questions posed; whereby, there are 155 units proposed. Based on the number of residents, parking would have to meet Code or it could not go forward. This is not a massive project where a lot of people will reside. Mayor Ganz also spoke about the flex units wherein this would not use all of them like the previously proposed project. Lastly, he said he is very excited to support the project.

Vice Mayor Parness said this project will improve the neighborhood as staying status quo is not a good plan.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item #18, adopted Resolution 2020/141. Roll Call:

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

Nays: 0

19. Resolution 2020/142 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the release of the City's Right of Reverter of Title for the 3,049 square foot property located at 191 S. Dixie Highway, Deerfield Beach; and providing for an effective date.

The Resolution was read by title only.

Anthony Soroka, City Attorney, provided a brief background on the proposed resolution. In 2005, the parcel was owned by the City and was deeded to the Bailey family. The deed included conditions which required the Bailey family to start development within 24 months which was extended in 2008 to 36 months and as of today, the site has not been developed. The agreement also included a reverter if the Bailey's did not construct by that time. Also, the deed prevents the transfer of title until a certificate of occupancy, but neither has occurred. He understands that there is a contract for the property and he has requested information to help in the decision-making process, i.e. sales contract, drawings and document are included in the backup. Ms. Bailey is requesting the release of reverter interest to allow the sale of the property.

Paul Webb, 236 NE 10th Street, Pompano Beach, said support documents were provided to explain what the Bailey family tried to do with the property. He said the property needs to be on the tax rolls and there is a buyer ready to move forward on the project. Additionally, there is no road cut on the property which makes it unusable. The potential buyer intends to develop the entire south half of the block, similar to the Bailey's plan. He asked for the Commission's support so development can move forward.

In response to Mayor Ganz's question, Mr. Webb replied that the developer intends to build a salon on the first floor and possibly residential on the second/third floor.

DEPARTMENTAL BUSINESS – CONTINUED

Commissioner Drosky said the documents Mr. Soroka mentioned were not a part of his backup. He also asked for staff's recommendation on the proposed resolution and why release the reverter without guarantees that the property will be developed.

David Santucci, City Manager, replied that there were personal reasons the property was not developed and Ms. Bailey believed she owned the parcel free and clear. The title search revealed that she did not; notwithstanding, there is a potential sale. He explained that if the City did not release the reverter, the parcel alone is not developable. Furthermore, any project would go through the City's advisory board process.

Commissioner Drosky expressed concern that there is no guarantee that a new owner would develop the property either.

Mr. Santucci said there is not any concrete information related to the development.

Mr. Soroka said the backup mentioned is online.

Mayor Ganz spoke in support of releasing the reverter as it will place the parcel back on the tax rolls. Thereafter, he opened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, asked what can be done with the parcel of land.

Mayor Ganz replied that it would fall under the guidelines for the area.

Faye Bailey, 1006 Courtland Avenue, Macon, GA, thanked the Commission for considering the release of reverter. She explained that she has paid the taxes for years on the property, believing it was her property; therefore, she believes it is fair to release the reverter since she was unable to develop the property.

Mayor Ganz closed the public hearing.

Commissioner Hudak said the City cannot develop the property because of the properties surrounding it. Thereafter, he motioned approval.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item #19, adopted Resolution 2020/142. Roll Call:

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

Nays: 0

20. Resolution 2020/143 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying the Collective Bargaining Agreement between the City of Deerfield Beach and the Local 1010/District Council 78 of the International Union of Painters and Allied Trades, AFL-CIO in effect from October 1, 2020 through September 30, 2021; authorizing the City Manager to sign the Collective Bargaining Agreement on behalf of the City; authorizing the City Manager to take all actions necessary to implement the Collective Bargaining Agreement; and providing for an effective date.

The Resolution was read by title only.

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

Commissioner Hudak thanked the union leaders and members for approving the contract. He said the union members saw the importance of protecting all jobs; thus, he thanked them.

DEPARTMENTAL BUSINESS – CONTINUED

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve item #20, adopted Resolution 2020/143. Roll Call:

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

Nays: 0

21. Resolution 2020/144 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying the Collective Bargaining Agreement between the City of Deerfield Beach and the Professional Managers and Supervisors Association in effect from October 1, 2020 through September 30, 2021; authorizing the City Manager to sign the Collective Bargaining Agreement on behalf of the City; authorizing the City Manager to take all actions necessary to implement the Collective Bargaining Agreement; and providing for an effective date.

The Resolution was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item #21, adopted Resolution 2020/144. Roll Call:

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

Nays: 0

COMMENTS BY ADMINISTRATION AND LEGAL

CITY ATTORNEY

Executive Sessions – Anthony Soroka, City Attorney, requested two (2) executive sessions; Town of Hillsboro v. City of Deerfield Beach Case #17-0077 and John Quintoni v City of Deerfield Beach Case #CACE16015623.

CITY MANAGER

22. Fiscal and Economic Impact Update.

David Santucci, City Manager, said throughout the year, the Commission has been updated on the City's finances due to COVID. He advised that Angelia Adediran, Assistant City Manager, has watched the finances closely and will provide a brief presentation on the City's financial position as related to the pandemic.

Economic Update – Ms. Adediran said the presentation will provide an update on where the City stands. She outlined new unemployment claims and since mid-March, the State has distributed nearly $14.3 billion to unemployed applicants. Last week was the first time unemployment claims dropped by nearly 25%.

Unemployment Rate – Ms. Adediran said the City had a high unemployment rate of 15.7% from March through April, but by July 2020, 11.4% and in August, 12.5%.

Business Restrictions and Economic Impact – Ms. Adediran provided highlights of the Governor's Executive Order 20-244 entering Florida into Phase 3; Broward Schools phased reopening next week; and other community events and entertainment/sports venues are returning with limited capacity. She noted that development in the City continues to thrive and did not slow down. Travel has slowed and flights have gotten better, but not as before. Lastly, local residential sales are still thriving.

COMMENTS BY ADMINISTRATION AND LEGAL – CONTINUED

Major Revenues – General Fund – Ms. Adediran outlined the differences from FY 20 budgeted and FY 20 actual for ad valorem, fire assessment, electricity (FPL revenue), charges for services, local government half cent and parking meter fees.

Net Position – 92% Year Lapsed General Fund Revenues and Expenditures – Ms. Adediran said the FY 20 budget was amended to $110.8 million and as of August 31, 2020, the actual revenues were $97 million and expenses were $95.7 million resulting in a general fund total of $1.3 million. A total deficit of $9.2 million was anticipated; however, staff implemented strategies to manage the budget.

Projected YE Results – Ms. Adediran said the total revenue projected by September 30, 2020 totals $6.2 million; the total projected expenditures total $10.3 million resulting in an estimated need from the unrestricted fund balance of $4.1 million. This is a far cry of what staff thought based on preliminary revenue shortfalls.

23. Update regarding the reinstatement of late fees and disconnection for the utility billing program.

David Santucci, City Manager, advised that there are many people still struggling, but in reviewing the utility billing program and customer base, there are 13,000 active accounts which is approximately $3.1 million received in monthly billings. Generally, there is a delinquent balance of about $500,000. In June and July, delinquencies were around $750,000, but has been reduced to approximately $650,000, equating to about 11.5% of customers with delinquent accounts; normally, about 10% of customers have delinquent accounts. Additionally, programs to assist customers have been implemented to help with delinquencies, such as the Neighbors Helping Neighbors and CARES funding. Therefore, reinstatement of late fees will start this month; however, a repayment plan can be arranged. The plan has been in place pre-COVID to assist customers facing difficulties and it spreads out the late payments for six (6) to 12 months. Staff is reaching out to all delinquent customers to advise them of all the programs he mentioned.

CITY COMMISSION BUSINESS – CONTINUED

24. Resolution 2020/145 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving free admission to the International Fishing Pier for active first responders every year on September 11th; authorizing amendment to the appropriate fee schedule to the extent required; providing for severability and an effective date.

The Resolution was read by title only.

Mayor Ganz opened the public hearing.

Ricardo Cukier, 1221 SW 46th Avenue, Deerfield Beach, spoke in support of the item.

Mayor Ganz closed the public hearing.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item #24, adopted Resolution 2020/145. Roll Call:

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

Nays: 0

25. 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.

The Resolution was read by title only.

CITY COMMISSION BUSINESS – CONTINUED

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

Commissioner Preston said this board will help organize the parade and Black heritage events and only functions for a specific amount of time.

Mayor Ganz objected to the members of the board being appointed only by the District 2 Commissioner.

Commissioner Preston said if it were not a temporary board, then everyone could appoint members.

There was a brief discussion between Commissioner Preston and Mayor Ganz regarding the appointment of board members.

Anthony Soroka, City Attorney, advised that the board would sunset in 2022 prior to the end of Commissioner Preston's term; moreover, anyone selected would have to be approved by the Commission.

Mayor Ganz advised that only allowing the selection from the District 2 Commissioner could create problems down the line as there is always a possibility that a future mayor or other district representative could be Black. He said there should be sensitivity as to who makes the appointment.

Commissioner Drosky said the Commission has spoken a great deal about the City being one city, in solidarity; whereby, the appointment method indicates otherwise. He also commented on the approval of Juneteenth as a City holiday and how all the districts have a say in these important holidays.

Commissioner Preston said all the districts can have input, but in organizing the events District 2 residents have been mostly involved. Therefore, anyone on the Board will have to organize in a way to meet expectations and extend invitations to all districts. The people on the board have a unique skill and understanding of what is required so everyone is proud.

Commissioner Drosky said there are African-Americans in all districts, not only District 2; whereas, the events are not focused around District 2, but all districts. He again commented on inclusivity and asked why the Board is necessary as efforts can continue through volunteerism.

Commissioner Preston said there are various people on the board from other districts as someone from District 4 assists in the process.

Mr. Soroka advised that the proposed resolution does not require the appointee live in District 2, but selected by District 2 Commissioner and approved by the Commission.

Commissioner Hudak opined that the board seems to be exclusive and though he understands the concept, there are no other boards that celebrate other religious holidays. He said the Cultural Committee should be responsible for these events as he believes they are capable. Trying to carve out specific events for a specific nationality is doing a disservice for what everyone has tried to build, one Deerfield Beach.

Vice Mayor Parness spoke in opposition of the proposed resolution. He said the Commission fully supports all the parades and functions; therefore, each Commissioner should have a part in building the board.

Commissioner Preston opined that the proposed resolution is not exclusionary as it does not prohibit any commissioner from having a point of view; however, there is a uniqueness that cannot be ignored. It does not discourage anyone from the other districts as there are others on the board from varying districts, i.e. District 4. Each person is African-American, but anyone is welcome if they are interested. He said there must be people associated with the board that understand the community it is dealing with. If the resolution required the appointed individual be from District 2, that would be different, but it does not. It states that the District 2 Commissioner can appoint people to the board, but they can be from any district; notwithstanding, he wants to make sure the people appointed understand the community and what the community is seeking.

Mayor Ganz reopened the public hearing.

CITY COMMISSION BUSINESS – CONTINUED

Katy Freitag, 418 SE 2nd Avenue, Deerfield Beach, said she is appalled and offended as she has volunteered for almost every single event the City has sponsored in the last five (5) years. She said she understands the need to have more control over the committee, which this is, but does not feel the committee should be one (1) person doing all the delegating. Thereafter, she commented on having more guidance from the Commission on the Cultural Committee, as they would help with all the events the proposed board would take on.

Ricardo Cukier, 1221 SW 46th Avenue, Deerfield Beach, spoke in opposition of the proposed resolution as it seems to divide everyone. Mr. Cukier outlined his ethnic background whereby, many races are included and thinks the resolution is segregating everyone.

Mayor Ganz closed the public hearing. Thereafter, he opined that the proposed resolution is meant to divide, segregate or insult anyone. It is problematic as written and it is viewed that Commissioner Preston is already working with the board and the proposed resolution formalizes it and keeps everything status quo. There must be some sensitivity in this and whoever is appointed should have the approval of anyone of color on the City Commission, but should not be limited to District 2. He reiterated the possibility of other elected officials being African-American, other than District 2, who would not be allowed to appoint someone to the board.

Commissioner Preston reiterated the ability of having other people from other districts besides District 2. Based on the comments tonight, Commissioner Preston motioned to table until the next meeting.

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to table Item #25 until October 20, 2020. Voice Vote:

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

Nays: 0

COMMENTS BY MAYOR AND CITY COMMISSIONERS

COMMISSIONER HUDAK DISTRICT 1

Bid Process – Commissioner Hudak said in 2012, the Pompano Beach City Commission approved a $3.1 million project to build a fire station. However, after three (3) years, change orders caused an increase in cost to $4.7 million but the station was still not complete. He cautioned against focusing on the lowest cost option bid; though cost is very important, there is more to consider. He advised that there were numerous construction challenges associated with the contractor and resulted in a 51% cost overrun. Commissioner Hudak commented on the qualifications of City staff to serve on the evaluation committee and select the best qualified contractor, based on price, timeline, and construction quality. Staff is reviewing all these factors in ranking contractors to build projects in the City; therefore, he asked staff not to bow down to public pressure when ranking contractors. Once the ranking is complete, he implored them to stick with their ranking.

Fire & Police Stations – Commissioner Hudak said the City has talked about the condition of the fire and police stations for years, but no steps taken to resolve the issues. He asked that the Commission direct the City Manager to begin the process of developing a master plan and any other steps needed so the City can submit a general obligation bond to allow the voters to decide on the complete reconstruction of the BSO Police substation and at least two (2) fire stations. It has taken far too long to address these properties and will never have the money needed to make the repairs.

Saturday Office Hours – Commissioner Hudak said he will have office hours on October 10, 2020 from 10 a.m. – noon; a meeting can be scheduled by contacting the City Manager's Office at 954.480.4263.

COMMISSIONER PRESTON DISTRICT 2

Union Negotiations – Commissioner Preston thanked the City Manager and negotiation teams in their efforts in achieving an agreement with IUPAT and PMSA. He asked that the Commission remember that the employees

COMMENTS BY MAYOR AND CITY COMMISSIONERS – CONTINUED

showed that they are team players as the City is in a difficult financial situation and could have played hardball, but did not. He asked that the employees' actions be remembered when the City recovers.

VICE MAYOR PARNESS **DISTRICT 3**

Office Hours – Vice Mayor Parness said he has office hours every first and third Monday at the Century Village Clubhouse on the third floor; no appointment necessary. Also, he will be available anytime by phone, 954.870.0214.

COMMISSIONER DROSKY **DISTRICT 4**

Union Negotiations – Commissioner Drosky said there are other employees involved in the process who are often lost in the debate. The Commission has a very fine line to walk, being fiscal stewards to the residents but must appreciate and recognize the employees. Nevertheless, he applauded the employees for the work they do and post COVID, asked that the Commission has greater interaction with the employees on the frontline.

Charter Amendment No. 2 – Commissioner Drosky thanked the Commission for supporting the resolution, approval to join the lawsuit. He said it is a 50/50 chance on the judge's ruling; therefore, he encouraged the Commission to get the word out to the residents. The Public Information Office has put together a packet and encouraged the Commission to get the information out so they are aware that Amendment No. 2 is a bad idea.

FAU Visioning Session – Commissioner Drosky thanked those who attended the FAU session virtually. Over 50 participants attended and provided comments in breakout sessions to FAU. He also thanked FAU for agreeing to provide the study as it is free to the City, but provides experience for the graduate students. There was a lot of feedback regarding the four-corners area in west Deerfield Beach and will provide recommendations to the Commission in December. He encouraged others to participate, even those outside District 4. Thereafter, he highlighted a portion of the process of the visioning session.

Louisiana Storm – Commissioner Drosky encouraged people to pray for Louisiana as there is a category 4 hurricane with winds of 130 to 145 mph headed their way. It is expected to approach Friday evening according to the 11 p.m. advisory.

Agenda – Commissioner Drosky said he has had comments on viewing the agenda backup; whereby, they are searching through all the agenda backup for information on one (1) item.

COMMENTS BY ADMINISTRATION AND LEGAL – CONTINUED

CITY MANAGER

Day of Prayer – Mr. Santucci advised that staff are working with the faith based communities for a day of prayer to be held on October 21st; thus, an agenda item for the special event will be presented on October 20th. There is a request to waive fees which staff supports.

COMMENTS BY MAYOR AND CITY COMMISSIONERS – CONTINUED

MAYOR BILL GANZ

Union Negotiations – Mayor Ganz expressed dissatisfaction with how the negotiations went. He said it should not have taken a threat of layoffs for them to come to the table and realize that on a one-year contract, during a global pandemic, that requests for raises and increases was not appropriate. He said he was shocked and infuriated by this, especially when the general public is taking a beating. Thereafter, he commented on the difficulties for people in the public sector, reduction in salaries and being laid off; wherein, COLA increases should not be requested especially since the CPI has not increased. The last thing anyone wanted was layoffs and it should not have gotten to that point. Mayor Ganz said there are great employees in the City and everyone should be heard, from the top to the bottom. He said he is glad they came around and realized that it is in everyone's best interest to agree to the contracts. Lastly, he said he hopes the employees realize how fortunate they are during this pandemic with the minor hit as many people are in much worse positions.

COMMENTS BY MAYOR AND CITY COMMISSIONERS – CONTINUED

Broward County Pandemic Rules – Mayor Ganz said the City is in need of clarity from Broward County and the State regarding the rules for the pandemic. Without clarity, compliance becomes difficult because the rules are all over the place. He asked that the rules be defined for everyone; nevertheless, everyone should still wear masks.

Speeding on Hillsboro Boulevard – Mayor Ganz asked about a concrete plan on what the BSO police are doing regarding speeding as it is still an issue. He asked for a written plan.

Panhandling/Sign Pollution – Mayor Ganz said people are trying to sell things on street corners, which shouldn't be happening, especially during a pandemic. There are more signs as well and it needs to be better handled.

BSO Police & Fire – Mayor Ganz applauded BSO Police for recent arrests on the rash of burglaries. There have been car burglaries in District 1 and other parts of the city, especially with cars being unlocked. Additionally, he thanked BSO Fire for the outstanding performance covering a recent fire which included a fatality.

ADJOURNMENT

There was no further business to discuss.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to adjourn the meeting at 11:34 p.m. Voice Vote:

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

Nays: 0

_____
BILL GANZ, MAYOR

_____
Samantha Gillyard, CMC, City Clerk

Meeting Minutes
City Commission

Tuesday, October 20, 2020 | **7:00 PM** | **Virtual Meeting**

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 7:00 p.m., via virtual meeting technology.

Present: 5 – Commissioner Todd Drosky
Commissioner Michael Hudak
Commissioner Ben Preston
Vice Mayor Bernie Parness
Mayor Bill Ganz

Also Present: 3 – City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Samantha Gillyard

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Commissioner Hudak.

APPROVAL OF CITY COMMISSION MEETING MINUTES

Special City Commission Meeting Minutes – October 8, 2020

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Deerfield Beach Police Pension Fund Meeting Minutes - February 27 & June 4, 2020

Planning & Zoning Board Meeting Minutes - September 10, 2020

Deerfield Beach Non-Uniformed Employees' Retirement Committee Meeting Minutes - March 9, 2020

Cultural Committee Meeting Minutes - July 20 & August 3, 2020

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

ACKNOWLEDGEMENT OF CITY BOARD MINUTES – CONTINUED

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

October 20, 2020

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

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

Nays: 0

PUBLIC COMMENT

There were no comments from the public.

CONSENT – BOARD APPOINTMENTS

1. Resolution 2020/151 - 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.

The Resolution was read by title only.

Commissioner Hudak said he nominated Ms. Sullivan due to her experience with organizing Kiwanis events and believes that she will do a phenomenal job on the Cultural Committee.

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

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item #1, adopted Resolution 2020/151. Voice Vote:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

2. Resolution 2020/152 - 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)*

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.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS – CONTINUED

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Item #2, adopted Resolution 2020/152. Voice Vote:

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

Nays: 0

DEPARTMENTAL BUSINESS

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

Mr. Burton said every four (4) years the City's district boundaries are reviewed based on changes to population, data collected by the US Census and/or certificates of occupancy for residential properties. Unfortunately, due to COVID, the 2020 Census data has not been released; therefore, the certificates of occupancy from 2010 – present were analyzed to determine population. The criteria in reviewing the district boundaries also includes communities of interest, population equality and others. Thereafter, Mr. Burton advised that the existing boundaries are in compliance with the existing requirements shown exhibit 4. Additionally, the goal is to improve the boundaries based on communities of interest, contiguity or compactness which is the method undertaken to develop the scenarios.

Mr. Burton outlined the changes for each exhibit. He explained that the black/bold outline represents existing districts and the colors represent proposed districts. According to federal, state and local laws, compliance requires that no districts should exceed +/- 10% of the mean (average). He said Exhibit 1 is probably the best for population equality; however, the population in District 1 has not grown much in the past 10 years and therefore a portion north of the current boundaries was assigned to District 1. Currently, the Bonnie Loch community, resides Districts 2 and 3, and this exhibit it assigns the neighborhood to District 3.

Continuing, Mr. Burton said in Exhibit 2, it is not the best in terms of population equality, but with the threshold being 5%, it is still under that margin. Along the I-95 corridor, more was assigned to District 2 for more representation for the community and the interest of that commissioner. Furthermore, Exhibit 3 shows the greatest compactness; however, it will impact nearly 24 communities. He advised that each commissioner would be associated with Dixie Highway; however, it negatively impacts District 2 as they would lose a portion of current communities. Exhibit 4 shows the current boundaries, which again, is in compliance with state, federal and local laws as the population deviation is ideal, and the communities would keep the same representation. In closing, Mr. Burton said based on his professional experience, Exhibit 1 is the best scenario for the City. Thereafter, he entertained questions by the Commission.

David Santucci, City Manager, said the goal this evening is to obtain direction on an option that the City Commission would find acceptable; a final scenario will be selected at the November 10th meeting.

Commissioner Drosky spoke in support of Exhibit 2 which extends the eastern boundary of District 4 on the north up to I-95 which he believed should have been part of the district.

Vice Mayor Parness spoke in support of Exhibit 2 as it expands his district east to I-95 and includes a large industrial area as well as homes, but eliminates the hospital. Also, it makes his district more compact; therefore, he is open to keeping the boundaries status quo or Exhibit 2.

Commissioner Preston asked how Exhibit 2 affects District 2.

Mr. Burton replied that District 4 would be extended toward I-95 and District 3 would receive the area west of the I-95 corridor. As for constituency, the exhibit does not have a major impact because additional residential areas in the south, Bonnie Loch, would be gained. This exhibit would also preserve the communities of interest currently represented.

Commissioner Preston said he is in favor of keeping the existing boundaries.

DEPARTMENTAL BUSINESS – CONTINUED

Commissioner Hudak said he has no challenges or concerns as all scenarios are least impactful to District 1; therefore, he is open to whatever the Commission decides is in the best interest of the City.

Mr. Santucci asked if Commissioner Drosky and Vice Mayor Parness are amenable to the existing boundaries.

Vice Mayor Parness replied yes.

Commissioner Drosky said he does not object to the existing boundaries, but believes the northern area of District 4 could be moved slightly east to I-95 as there are only six (6) voters in that tract. Nevertheless, he is open to both Exhibits 2 and 4, as well as the change notated.

4. Resolution 2020/153 - 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.

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 Vice Mayor Parness, seconded by Commissioner Hudak, to approve Item #4, adopted Resolution 2020/153. Roll Call:

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

Nays: 0

5. Resolution 2020/154 - 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)*

The Resolution was read by title only.

David Santucci, City Manager, advised that the applicant has requested an alternate date due to inclement weather. Although a new date has not been selected, approval is still requested as the application includes waiving staff overtime. Also, he would be authorized to work with the applicant on finalizing a date.

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

Commissioner Hudak said although the event is being hosted by the Christian Ministries Association, he hopes that people of all denominations will be invited and encouraged to participate. This is a wonderful opportunity to promote an all-inclusive gathering as data collected shows that approximately 63% of individuals do not report any religious affiliation.

Vice Mayor Parness asked if fees are normally waived for all religious groups.

Mr. Santucci replied that in the past, the City has waived fees for applicants of special events and for religious organizations, he cannot speak to the number of applications the City has received. Notwithstanding, the City does not receive a lot of requests from religious organizations for special events.

Vice Mayor Parness asked if there is any violation of any laws by issuing permits to religious groups based on separation of church and state with the use of public property.

DEPARTMENTAL BUSINESS – CONTINUED

Anthony Soroka, City Attorney, replied that he does not believe it is a violation, but religious groups must be treated fairly and equally and all applicants must be treated equally. Lastly, he asked that the motion include the amendment to allow the new event date be acceptable to the City Manager.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Item #5 as amended, adopted Resolution 2020/154. Roll Call:

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

Nays: 0

6. Resolution 2020/155 - 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.

The Resolution was read by title only.

Vice Mayor Parness said three (3) years ago, Century Village invited a restaurant to the Village. To provide a reputable restaurant, the CenClub offered the restaurant free rent, electric and provided all equipment for the three (3) years. When it was time to renew the least they decided not to sign a new lease and left. There were food trucks on Wednesday until the new restaurant opens and was delayed a week and asked for an extension of the four (4) week permit for one additional week until the restaurant opens. With COVID, people do not want to go out and the extension allows them to acquire food in the Village. He recommended the one (1) week extension.

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

Commissioner Preston spoke in support as it helps the residents during the pandemic.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Item #6, adopted Resolution 2020/155. Roll Call:

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

Nays: 0

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.

The Ordinance was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item #7 on first reading. Voice Vote:

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

Nays: 0

DEPARTMENTAL BUSINESS – CONTINUED

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.

The Ordinance was read by title only.

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

Anthony Soroka, City Attorney, explained the impact of the proposed ordinance. There has been a change to the Internal Revenue Code with respect to the age for pension distributions; whereby, those at 70½ before January 2020, must start taking distributions. The proposed ordinance updates the City's code to comply with the change in the Internal Revenue Code.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Item #8 on first reading. Voice Vote:

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

Nays: 0

COMMENTS BY ADMINISTRATION AND LEGAL

CITY MANAGER – None.

CITY ATTORNEY

Governor's Virtual Meeting Order – Anthony Soroka, City Attorney, said the virtual meeting order is due to expire on November 1, 2020. It does not appear that there will be any additional extensions and advised that local governments should be ready. Therefore, a physical quorum is needed for the November 10th City Commission Meeting; however, the public may continue participation via Zoom.

CITY COMMISSION BUSINESS

9. Resolution 2020/146 - 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)*

The Resolution was read by title only.

Commissioner Preston said it is an honor to serve the constituents as a commissioner, no matter race or ethnicity. Over 90% of the African American population reside in District 2; whereby, the Martin Luther King Day Parade, the celebration with the events indoor assembly agenda, Black heritage event, the addition of the historic Juneteenth citywide holiday and Deerfield Beach Community Day Celebration are important to him. He said the persons who support these events were carefully considered based on their desire to serve the City and commitment to serve the board. Race was not a factor nor the district they live, but he had to assure that the African American community would be proud of the City's effort and not boycott. Further, he invited everyone to participate in a unifying experience; thus, the board members he chose can meet his large expectations. Thereafter, he commented on his position to unify the City as he conveyed to the City Manager. Lastly, he advised that all commissioners are welcome to appoint persons to the board and any resident can participate at the meetings and bring their ideas.

CITY COMMISSION BUSINESS – CONTINUED

Commissioner Drosky thanked Commissioner Preston for his understanding and being amenable. He then spoke on comments made by other elected officials about how collegial Deerfield Beach officials interact, debate and compromise on issues. Therefore, he supports the item.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed. Furthermore, Mayor Ganz said he believes Commissioner Preston's intent was misconstrued as it was not meant to be exclusionary in any way. The criticism received was based on people not realizing that this board previously existed and the proposed resolution was a way to formalize the board. He thanked Commissioner Preston for his compromise although it is not what he expected, it is a nice compromise.

Vice Mayor Parness said although the Commissioners may disagree about an item, when it is over, it's done as it is not personal. He thanked Commissioner Preston for the compromise as everyone should be allowed to participate.

Mayor Ganz reopened the public hearing.

Sandra Jackson, 386 SW 35th Avenue, Deerfield Beach, thanked the Commission for supporting the proposed resolution. She advised that those on the committee have visited almost every school when the event was going on trying to involve people, even with the parade, as they all felt it was a citywide event and everyone should be involved. The event this past year was a good event as more people came out and believes it will continue to improve.

Diane Chisholm, 375 NW 7th Court, Deerfield Beach, thanked the Commission for their support and entrusting the board with the community. She said she has gotten to know Commissioner Preston and his ultimate goal is to unify the City which is something she has wanted for a very long time. Thereafter, she commented on Commissioner Preston's integrity and love for the City as an elected official and regular citizen. Lastly, she said the board desires to work with anyone who is added to the board and will respect their decision.

Mayor Ganz closed the public hearing.

Commissioner Hudak said everyone on the dais and in the community has the utmost respect for Commissioner Preston and what he means to the City. He has served as a firefighter and commissioner and everyone appreciates him for the sacrifices he has made and knows that his intentions are positive. Commissioner Hudak thanked Commissioner Preston for the changes made to the resolution which allows them an opportunity to add members to the board if they desire.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item #9, adopted Resolution 2020/146. Voice Vote:

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

Nays: 0

COMMENTS BY MAYOR AND CITY COMMISSIONERS

COMMISSIONER HUDAK DISTRICT 1

Workshop – Commissioner Hudak said on October 27, 2020 at 7:00 p.m., he will hold a District 1 workshop at City Hall and Zoom regarding the 13th and 15th Avenue bridges and what the Cove community would like to happen with those bridges. He outlined options for the bridges: removal and replaced with pocket parks, converted for walking and biking paths, repair to FDOT standards, or raise and expand like those in Lighthouse Point. No decisions have been made, but this is the opportunity to discuss what will happen with the bridges. Zoom information can be found on the City's website.

Election Day – Commissioner Hudak said the next President of the United States, along with various city, state and local seats and agenda items will be occur before the next City Commission meeting, November 3rd. The deadline to request a vote by mail ballot is Saturday, October 24th. Early voting is open at North Broward Medical Center from 7 a.m. – 7 p.m. He encouraged everyone to vote and hopes for a peaceful reaction so the path of healing can begin.

COMMENTS BY MAYOR AND CITY COMMISSIONERS – CONTINUED

COMMISSIONER PRESTON DISTRICT 2

Gwyndolen Clarke-Reed Birthday Celebration – Commissioner Preston said on October 24th at 2:30 p.m., cars will line up at Fire Station 102, 1441 SW 11th Way, to celebrate former Commissioner and State Representative Clarke-Reed's 80th birthday. Everyone will drive by her home and wish her a happy birthday; all are invited.

VICE MAYOR PARNESS DISTRICT 3

Early Voting – Vice Mayor Parness said he voted at the E. Pat Larkins Community Center in Pompano Beach and this year, he was upset that there was not any security and there were only two (2) machines to accept the ballot and one (1) was not working. According to the Sun-Sentinel newspaper, the Supervisor of Elections said he did not expect a large turnout. Lastly, he urged everyone to vote as not voting does not allow one's voice to be heard.

COMMISSIONER DROSKY DISTRICT 4

Broward Housing Council (BHC) – Commissioner Drosky said the BHC will have a workshop on affordable housing on October 23rd. Since he cannot attend, he asked if anyone is attending, to please provide a report back to the Commission or information in the Commission's weekly packet, it would be greatly appreciated.

Election Day/Amendment No. 2 – Commissioner Drosky encouraged everyone to vote; thereafter, he commented on Amendment No. 2 which is under the guise of the penny sales tax use, but is a grab on home rule for localities. Commissioner Drosky said he has continued to speak at various engagements explaining to them the impact of Amendment No. 2. While he hopes the court hearing later this month will be successful, but if not, he is encouraging everyone to vote in protection of the City and home rule powers by voting against County Charter Amendment No. 2 on November 3rd.

Saturday Office Hours – Commissioner Drosky said on November 7th, he will have office hours from 10 a.m. till 12 p.m.; appointments may be scheduled by contacting City Hall.

MAYOR BILL GANZ

Election Day – Mayor Ganz encouraged people to vote as some countries do not give people a right to do so. He hopes it is civil and in the end, we are all neighbors and should be able to come together regardless of who is elected.

BSO Police – Mayor Ganz thanked Chief Brimlow, his staff and the City Manager, for listening to concerns about speeding on Hillsboro Boulevard. From October 2nd thru October 16th, a total of 182 citations were issued; 28 arrests which included nine (9) DUIs and two (2) felony arrests and 14 cars were impounded. This is important because he attended an event where a young woman from Deerfield Beach was killed on Hillsboro. It left a lasting impression on him and Commissioner Drosky as they both have her picture in their offices. During COVID, people are using the roads as their speedway due to reduced traffic and it is important to take action to show that the rules still apply.

Accolades – Mayor Ganz thanked the City Clerk's Office staff for their outstanding work with keeping their paperwork together, helping when needed and prepping for the Zoom meetings as it is not easy. He said the meetings have gone smoothly and other elected officials have complimented on handling.

ADJOURNMENT

There was no further business to discuss.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to adjourn the meeting at 8:13 p.m. Voice Vote:

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

Nays: 0

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk

City of Deerfield Beach
MARINE ADVISORY BOARD MINUTES
January 16, 2020

CITY COMMISSION CHAMBERS
150 NE 2nd Avenue

The meeting was called to order on the above date by Vice Chair Cisneros at 6:01 p.m. The following board members were in attendance:

Voting

- Michael Dipple
- Melvin Nass
- Sacha Ramon
- Vice Chair Cisneros

Also in attendance: Patrick Bardes, Coastal and Waterway Coordinator, Elen Gantner, Assistant City Attorney, Melissa Singh, Records Specialist and Deputy Ortega, Broward Sherriff's Office.

Not in attendance: Chair Katherine Hendrickson, Chauncey Chapman, and Kathleen Lotz.

ACTION ITEMS FROM PREVIOUS MEETINGS

None.

PUBLIC INPUT

None.

APPROVAL OF MINUTES

Motion was made by Mr. Nass, seconded by Mr. Dipple, to approve the December 19, 2019 minutes as submitted. The motion CARRIED by unanimous vote.

APPROVAL OF AGENDA

Motion was made by Mr. Nass, seconded by Ms. Ramon, to approve the agenda as submitted. The motion CARRIED by unanimous vote.

NEW BUSINESS

A. Marjory Stoneman Douglas Beach Yoga and Cleanup

Patrick Bardes, Coastal and Waterway Coordinator, presented the Marjory Stoneman Douglas High School - Beach Yoga and Cleanup event. The public is invited to attend this student event will take place on the second anniversary of the school shooting, February 14, 2020. Yoga will take place at 9:00am on the beach and a beach cleanup will follow at 10:00am-12:00pm. The students will be shuttled from Sullivan Park and the Cove since there will be limited parking due to Pioneer Days taking place that same weekend.

B. Priority List Discussion

Patrick Bardes, Coastal and Waterway Coordinator, provided an update of the 2019/2020 Priority List and asked Mr. Nass and Vice Chair Cisneros for their involvement.

Tier 1

1. Coordinate with City staff to reduce litter on the beach, waterways, and pier by conducting frequent beach and waterway cleanup events and encouraging alternatives to wristbands.
2. Continue development and implementation of the Comprehensive Beach Management Plan and make recommendations to the Commission to create a funding source for future projects.
3. Coordinate with City staff for an update on the Visitor Center and its anticipated opening. Board requests City staff present at January 2020 MAB meeting.
4. Continue to promote environmental education/research regarding sea turtles by displaying information in City kiosks along the beach and providing information on lighting guidelines.
5. Research the feasibility of installing waterway sign age identifying City bridges along the City's canals.
6. Continue to promote the City's artificial reefs as nautical destinations and explore feasibility for potential partnerships for reef-related research.

Tier 2

1. Promote and maintain safe waterways by monitoring/replacing existing signage, educating marinas, and adding additional signage where possible.
2. Continue educational initiatives regarding native dune vegetation while encouraging further dune restoration.
3. Host Safe Boating event aimed at providing vessel safety checks at Pioneer Park.

Mr. Nass announced his interest for the opening of the Visitor Center - Tier 1 - Item #3; he offered assistance to achieve that goal.

Mr. Bardes said the Waterfront Operations Manager will attend next month is meeting to provide a Visitor Center update to the Board.

Vice Chair Cisneros asked if the Visitor Center would also include the wristbands at the Pier.

Mr. Bardes replied that the Waterfront Operations Manager would address it at the next meeting.

Mr. Nass was also interested in Tier 1 - Item #5, waterway signage at Sullivan Park and Deerfield Island Park.

Mr. Bardes clarified the main goal of this item. Furthermore, residents of these areas are opposed to signage on the seawall, since it is part of their property. Nevertheless, he said the Mayor stated that the signage could be posted along the city-owned bridges, which would designate cross streets or canals. This would help boaters on the waterways to identify their location, in case of an emergency.

Mr. Nass affirmed he was referring to signage on the land that designates Sullivan Park and Deerfield Island.

Mr. Bardes said Mr. Nass may be more interested in Tier 2 - Item #1, which addresses safe waterways. The goal is reducing vessels' speed for kayakers and paddle boarders as they exit the Intracostal to Hillsboro Canal, near Hillsboro Landings property. Hopefully, the signs will be installed on adjacent properties to educate boaters of the increased non-motorized boat traffic. These signs are intended to reinforce the speed zone especially for kayakers and paddle boarders.

Vice Chair Cisneros volunteered for Tier 1 - Item #6 and Tier 2 - Item #2. She had previously volunteered to work on Tier 1 - Items #1 and# 2.

Ms. Ramon said after attending the Grinch, Movie Under the Stars event, at Sullivan Park. She is interested in hosting a similar movie event, whereas Finding Nemo could be used to educate children about marine safety. She would like it to be a more interactive event than the Safe Boating Event, where a greater awareness of the surrounding community and nautical destinations would be addressed. She hopes to draw a larger audience, including children in the surrounding neighborhoods.

Peggy Ross, 103 NE 19 Avenue, Deerfield Beach, commented on the Grinch, Movie Under the Stars event. Also, she observed Aquatics Center staff looking out for children along the waterfront that wandered away from the parents. She added this should be considered for the MAB version of the event.

Thereafter, Ms. Ramon and Mr. Bardes had a discussion on the logistics of hosting this potential event, including possible topics and vendors.

OLD BUSINESS

None.

BOARD MEMBER COMMENTS

Mr. Nass commented on the vacancies, i.e. District 2, on the Board and requested a letter be sent to the Commissioners as a reminder to publicize.

Mr. Bardes acknowledged the request and stated he would reach out to the City Clerk regarding the vacancies.

Vice Chair Cisneros mentioned that Boca Bash will take place in April.

Mr. Bardes expressed concerns about Boca Bash, including the issues that took place three (3) years ago. Many of the event attendees would litter, have altercations, and park their boat trailers on residents' private properties. Some residents have even filled out special event applications to request their streets be barricaded and staffed with police officers.

Vice Chair Cisneros mentioned boat ramps were raised and BSO Marine Patrol added restrictions last year. As a result, there were no complaints from residents regarding attendees of the event.

Ms. Ramon asked for an update on the Management Plan.

Mr. Bardes responded that there will be a final draft at the end of this month and a Commission Workshop at the end of February.

Elen Gantner, Assistant City Attorney, asked the board to vote on the revised assignments to the Priority List.

Priority List Discussion - Continued

Motion was made by Ms. Ramon, seconded by Mr. Nass, to approve the Priority List assignments as submitted. The motion CARRIED by unanimous vote.

Mr. Dipple inquired about an update on the artificial reef project.

Mr. Bardes replied that an agreeable settlement was provided and it has yet to be signed. Staff is awaiting the signed settlement in order to proceed with the project.

NEXT MEETING

Vice Chair Cisneros said the next meeting will be held on February 20, 2020.

ADJOURNMENT

Motion was made by Ms. Ramon, seconded by Mr. Nass, to adjourn the meeting at 6:21 p.m. The motion CARRIED by unanimous vote.

HILLSBORO INLET DISTRICT
Minutes of First Reading Millage/Budget Meeting
September 14, 2020
Held Via Communications Media Technology

MEMBERS PRESENT: Chairman John H. "Jack" Holland
Vice Chairman Laurence Gore
Commissioner Denise Bryan
Commissioner Scott Loesel
Commissioner Hank Sarkis
Commissioner Randy Strauss
Commissioner Mohamed "Mo" Tarifi

OTHERS PRESENT: David N. Tolces, General Counsel, Weiss Serota Helfman Cole & Bierman, P.L.
Kimberly Longo, District Secretary
Robert M. Andrews, District Accountant

QUORUM PRESENT: The meeting was called to order by Chairman Holland at approximately 7:30 P.M. The Secretary called the roll and established a quorum for the First Public Hearing to adopt the Millage Rate and Budget for Fiscal Year 2020/2021.

Resolution No. 2020-03 was read into the record by General Counsel, David N. Tolces as follows:

> **A RESOLUTION OF THE HILLSBORO INLET DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, ESTABLISHING THE ANNUAL MILLAGE FOR THE HILLSBORO INLET DISTRICT, FLORIDA, PURSUANT TO THE BUDGET SUMMARY FOR THE FISCAL YEAR 2020-2021, IN ACCORDANCE WITH CHAPTER 200, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.**

Chairman Holland opened the public hearing. There being no public comment or discussion, the public meeting was closed. A motion to adopt Resolution No. 2020-03 and set the millage rate at .0985 mills was made by Vice Chair Gore and seconded by Commissioner Bryan. The motion was passed 6 to 1 (Commissioner Sarkis voted no.) General Counsel David N. Tolces announced that the proposed millage rate represents an increase of 4.68% from the 2019-2020 rolled back millage rate.

Thereafter Resolution No. 2020-04 was read into the record by General Counsel, David N. Tolces as follows:

> **A RESOLUTION OF THE HILLSBORO INLET DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2020-2021 FOR THE HILLSBORO INLET DISTRICT, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE;**

Chairman Holland opened the public hearing. There being no public comments, the Public Hearing was closed. Commissioner Bryan moved that Resolution No. 2020-04 be adopted. The motion was seconded by Vice Chair Gore. The motion was passed 6 to 1. (Commissioner Sarkis voted no.)

ADJOURNMENT: Motion was made by Commissioner Bryan to adjourn the meeting and seconded by Commissioner Loesel. The meeting was adjourned at 7:39 PM by Chair Holland.

Respectfully Submitted,

_____

Kimberly Longo, District Secretary

HILLSBORO INLET DISTRICT
Minutes of the Final Reading Millage/Budget Meeting
September 21, 2020
Held Via Communications Media Technology

MEMBERS PRESENT:

Chairman John H. "Jack" Holland
Vice Chairman Laurence Gore
Commissioner Denise Bryan
Commissioner Scott Loesel
Commissioner Tyler Chappell
Commissioner Hank Sarkis
Commissioner Mohamed "Mo" Tarifi
Commissioner Randy Strauss

OTHERS PRESENT:

David N. Tolces, General Counsel, Weiss Serota Helfman Cole & Bierman, P.L.
Captain Woodworth R. Draughon, III
Assistant Captain Alex Cuevas
Robert M. Andrews, Accountant
Kimberly Longo, District Secretary

QUORUM PRESENT: The meeting was called to order by Chairman Holland at approximately 7:30 P.M. The Secretary called the roll and established a quorum for the Final Public Hearing to adopt the Millage Rate and Budget for Fiscal Year 2020/2021.

Resolution No. 2020-03 was read into the record by General Counsel, David Tolces as follows:

> **A RESOLUTION OF THE HILLSBORO INLET DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, ESTABLISHING THE ANNUAL MILLAGE FOR THE HILLSBORO INLET DISTRICT, FLORIDA, PURSUANT TO THE BUDGET SUMMARY FOR THE FISCAL YEAR 2020-2021, IN ACCORDANCE WITH CHAPTER 200, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.**

Chairman Holland opened the public hearing. There being no public comment or discussion, the public meeting was closed. A motion was made by Commissioner Bryan, and seconded by Commissioner Loesel to approve Resolution No. 2020-03 and set the millage rate at .0985 mills. The Motion was passed 6-2. (Commissioner Chappell and Commissioner Sarkis voted no.)

Resolution No. 2020-04 was read into the record by General Counsel, David Tolces as follows:

> **A RESOLUTION OF THE HILLSBORO INLET DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA,**

ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2020-2021 FOR THE HILLSBORO INLET DISTRICT, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Chairman Holland opened the public hearing. There being no public comment or discussion, the public meeting was closed. A motion was made by Commissioner Bryan, and seconded by Commissioner Loesel to approve Resolution No. 2020-04. The Motion was passed 6-2. (Commissioner Chappell and Commissioner Sarkis voted no.)

ADJOURNMENT: Motion was made by Commissioner Bryan to adjourn the meeting and seconded by Commissioner Loesel. The meeting was adjourned at 7:45 PM by Chair Holland.

Respectfully Submitted:

_____

Kimberly Longo, District Secretary

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, September 21, 2020
Held Via Communications Media Technology

MEMBERS PRESENT:	Chairman John H. "Jack" Holland Vice Chair Laurence Gore Commissioner Denise Bryan Commissioner Tyler Chappell Commissioner Scott Loesel Commissioner Hank Sarkis Commissioner Mohamed "Mo" Tarifi Commissioner Randy Strauss
OTHERS PRESENT:	David N. Tolces, Weiss Serota Helfman Cole & Bierman, P.L. Captain Woodworth R. Draughon III Assistant Captain Alexander Cuevas Brent Grimmel, Egis Insurance & Risk Advisors Robert M. Andrews, Accountant Kimberly Longo, District Secretary

QUORUM PRESENT: The Secretary called the roll and established a quorum for the regular meeting. The meeting was called to order by Chair Holland at 7:45 P.M.

APPROVAL OF MINUTES: A Motion to approve the August 17, 2020 Regular Meeting Minutes was made by Commissioner Loesel and seconded by Vice Chair Gore. The Motion to approve the minutes was approved unanimously. (8-0)

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Vice Chair Gore and seconded by Commissioner Loesel for approval of all outstanding bills in the amount of $178,027.75. The bills were reviewed and discussed in detail. The motion was approved unanimously. (8-0)

APPROVAL OF CURRENT MONTH'S EXPENSES: Motion was made by Vice Chair Gore and seconded by Commissioner Loesel to approve current month's expenses of approximately $30,000.00. The motion was approved unanimously. (8-0)

DREDGE LOG: Captain Draughon advised the Board that the District staff could not prepare a depth chart due to weather conditions at the Inlet. There was 9.5 hours of dredging time resulting in about 4,275 yd^3 cubic yards of sand bypassed to Pompano Beach and the Coast Guard beach.

INLET STATUS REPORT: Captain Draughon thanked the Board for keeping his family in their thoughts and updated the Board as to the status of the Inlet.

The workboats are in good condition. Cable Marine did a great job. The crew rebuilt the roller pin assembly on the elbow barge. The crew picked up the workboat on Thursday. There were

some ruptured hoses which were replaced, and the crew changed out some fittings and swapped out hoses.

NEW BUSINESS:

RENEWAL OF HULL INSURANCE: Attorney Tolces discussed the Hull insurance renewal in the amount of $39,820.00 with the members of the Board. Commissioner Bryan made a motion to approve the renewal of the 2020-2021 Hull Insurance Policy with Evanston Insurance Company and Commissioner Loesel seconded the Motion. The Motion was passed unanimously. (8-0)

RENEWAL OF GENERAL LIABILITY AND PUBLIC OFFICIALS EMPLOYMENT PRACTICES LIABILITY INSURANCE RENEWAL: Attorney Tolces discussed the General Liability insurance renewal and the Public Officials and Employment Practices Liability Insurance in the amount of $26,101.00 with the members of the Board. Commissioner Bryan made a motion to approve the renewal of the 2020-2021 General Liability and Public Official Employment Liability Policy with Florida Insurance Alliance ("FIA") and Commissioner Loesel seconded the Motion. The Motion was passed unanimously. (8-0)

Attorney Tolces introduced the District's insurance agent, Brent Grimmel of Egis Insurance & Risk Advisors to the Board and asked if the Board had any questions relating to the renewal of the insurance policies. The Board stated they did not have any comments relating to the renewal of the policies and thanked Mr. Grimmel for his services.

OLD BUSINESS:

COMMISSIONER COMMENTS:

Commissioner Sarkis asked Attorney Tolces if he can provide an update on the sign with the Coast Guard. Attorney Tolces stated he received an e-mail from Erik Watson, with the U.S. Coast Guard, who stated that while the Coast Guard might think it is important that a sign be installed, the Coast Guard is not willing to take primary responsibility for putting up any permanent aid to navigation on the north jetty. In his e-mail, Mr. Watson stated that he has a meeting on Wednesday to discuss options internally to see if the Coast Guard would be willing to install a short term temporary marker. At this point, however, Mr. Watson stated that the Coast Guard's desired course of action would be for the District to install the aid to navigation on the North Jetty. The Coast Guard might be willing to assist the District with the installation of the sign. Ultimately, if the District wants a permanent marker, it will be the District's responsibility.

Commissioner Sarkis stated he thinks the magic words in the e-mail from the Coast Guard to attorney Tolces is "temporary marker." There are a lot of new boaters on the water and some of the things he has seen is indescribable, and that he would recommend with Chair Holland's direction to get a temporary sign up by the weir. The sign can be taken down in the event we have a hurricane or strong winds.

Commissioner Chappell asked if the General Counsel can find out from Erik Watson what the Coast Guard means by "temporary," and what they are willing to do. Attorney Tolces stated that he will follow up with Mr. Watson tomorrow to get a better answer from the Coast Guard. Commissioner Chappell asked if he has a copy of what the sign should say or what we want it to say. Attorney Tolces stated that he will send to the Commissioners what Coastal Systems provided to the District as a proposed sign to see if the District can use it as a template for a temporary sign.

Attorney Tolces asked Chair Holland if he can respond to Commissioner Sarkis' comment regarding coastal engineering services. Attorney Tolces advised that he has prepared an RFQ for coastal engineering services. He advised that Chair Holland has reviewed the RFQ along with Commissioner Chappell and it is his intention to bring the draft RFQ to the October meeting to review and map out a time frame for issuing the RFQ and have proposals submitted to the District. The intent is to have the Commission review the RFQ, advertise for proposals, and then make a decision by the end of the year. Commissioner Sarkis asked what the services the District is seeking. Attorney Tolces advised that it would be for all matter relating to the inlet whether it is permitting, monitoring or reporting, it would be a whole list of services.

Commissioner Loesel stated that he has spent a lot of time at the inlet these past few weeks and he stated there are no prudent yachtsmen and does not know what a sign would do. He stated that he was doing some sailboat racing just south of the inlet and some boaters ran aground. If also stated if you look at the history of the inlet there are more boats that have run around on the south side than the north side. If we put a sign there and if you read this we are warning you. The lights are visable 24 hours a day. These things will only protect the boaters during the day. Some local knowledge is required. He stated that the District is in charge with maintaining and improving the inlet. If the United States Coast Guard is not willing to do it then why is the District doing it? He stated over the weekend there was a tremendous amount of current. When the bridge opens everyone wants to go through it and the boaters do not care. It is scary out there. We cannot train everyone to go through the inlet in a safe manner. The boaters need to take responsibility.

Commissioner Chappell stated the issue with the sign is not to control traffic, or how to go in and out of the inlet in the channel by the bridge, or how people operate their boats. The sign at the weir is needed to stop people from attempting to go through the weir. A day marker is needed due to the fact that eighty percent (80%) of the accidents happen during the day. At night it is a whole different story due to lesser number of people entering the inlet. He stated following the lights gives an illusion that you can through there.

Commissioner Loesel stated if I am coming from the south there is no indication that it is shallow. I would be more apt to hit the south side which is exposed at low tide.

Commissioner Strauss stated we have an opportunity to do something right and important. We are the Hillsboro Inlet District. We can do some baby steps that will work during the daytime. I would like to bring this back on the agenda so that we can have an opportunity of what we can do, the processing of bidding it out, look into liability issues if we do act.

Attorney Tolces advised that he will put signage issue on the Agenda for next month. He advised that he will look into the Coast Guard's reference to a temporary sign, what does that mean, what is involved in permitting for a sign and what about lighting.

Commissioner Bryan stated a light should be installed on the sign at night. Commissioner Sarkis objected to a light being installed. Commissioner Sarkis stated that at night there would be too many lights, and it would be very confusing to the boaters Commissioner Bryan stated her concern about what could happen at night if the jetty was not illuminated, and that she wants the District to do the proper thing. Captain Draughon advised that in his opinion, lights would not be allowed due to the turtles.

Commissioner Tarifi asked how do boaters acquire local knowledge of the inlet? Chair Holland advised that classes are held in Pompano Beach, but no one takes the class except for kids.

Attorney Tolces advised the Board that he will contact the United States Coast Guard regarding the approval of the license and update the Board next month along with bringing the RFP for the modular building and RFQ for Coastal Engineering Services.

ADJOURNMENT

Motion was made by Commissioner Loesel to adjourn the meeting and seconded by Commissioner Sarkis. The meeting was adjourned at 8:17 PM by Chair Holland.

Respectfully submitted,

_____

Kimberly Longo, District Secretary

COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
September 23, 2020

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

Roll call showed:

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

Also Present: Elen Gantner, Assistant City Attorney
Eric Power, Director of Planning and Development Services
Tracy Britten, Administrative Support Specialist

Absent: Jerry Dubois
Patrick Morris

APPROVAL OF MINUTES OF PREVIOUS MEETING

Vice Chair Glunt made a motion, seconded by Mr. Damiano to approve the August 26, 2020 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW ITEMS

#6971 **Christian Love Fellowship Church**
297 SW 10 St.
Building Paint

Eric Power, Director of Planning and Development Services, displayed images captured via Google maps. Thereafter, he provided a brief overview regarding the building paint.

The applicant discussed the paint condition of the building; it is washed out and paint is peeling in some areas. The walls of the building will be changed to Toasted Marshmallow, the trim, middle and upper stripe, Fig Branches and the doors will be colored Brilliant Blue.

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to approve Item #6971 as submitted. The motion CARRIED by unanimous vote.

#6972

Radiant Living Worship Center Inc.
321, 331, 341 & 411 NE 1st Ave.
Major Site Plan

Eric Power, Director of Planning and Development Services, displayed images captured via Google maps. Thereafter, he provided a brief overview regarding the major site plan.

Discussion ensued regarding some of the changes that will be made to the building; whereas, there will be 52 parking spaces and 150 seats in the church sanctuary. The applicant shared that the church's main lot and auxiliary parking area are in proximity and is less than an acre in size. The auxiliary parcel parking area will be a compacted grass creek that will remain grass because the area will only be used during church service.

The applicant discussed some of the tree names and the location each of them that will be planted on the property. On the western edge, the existing large trees will be trimmed and uplifted. Green Buttonwood Trees will be installed on the north and south of the property. On the north, to the street, East Palatka Holly trees will be planted; Ilex East Palatka Tree will be planted in the median and against the building, Montgomery Palms will be planted. Three (3) Gumbo Limbo Trees will be planted on the west side.

The building color choices are Bungalow Beige, Divine White and Rockwood Terra Cotta. The roof will be a metal standing seam and 32 feet to the peak of the roof. Site lighting will be in the main lot and two (2) light poles will be over the grass area of the auxiliary lot.

Vice Chair Glunt made a motion, seconded by Mr. Damiano to approve Item #6972 as submitted. The motion CARRIED by unanimous vote.

#6949

501 E Sample Rd.
501-555 & 559-599 E Sample Rd.
Minor Site Plan Modification

Eric Power, Director of Planning and Development Services, displayed images captured via Google maps. Thereafter, he provided a brief overview regarding the minor site plan modification.

The applicant outlined the changes: two (2) coats of smooth stucco will be applied to the existing concrete of the building; the orange tiles will be removed from the exterior walls of the building; the 2x4 wood frame wall on the exterior building will be removed to showcase the glass, floor to ceiling, in front of the building.

The applicant discussed the paint choices: Snowbound which will be applied to the base and Light French Grey will be painted on the trim of the building. The material for the roof will be metal and painted Teal Blue.

The wood that exists on the upper portion around the sign has deteriorated and will be replaced

with new fascia board. The awning at the dry cleaner's property will be removed and replaced with new canvas covering, the existing colors will remain blue and white.

Vice Chair Glunt stipulated that the minor site plan is completed to ensure that the window mullions are touched up and match the changes that are made so everything is cohesive.

Mr. Hugentugler made a motion, seconded by Vice Chair Glunt to approve Item #6949 with conditions. The motion CARRIED by unanimous vote.

#6973 Aldi Florida, LLC
747 S Federal Hwy.
Major Site Plan Modification

Eric Power, Director of Planning and Development Services, displayed images captured via Google maps. Thereafter, he provided a brief overview regarding the major site plan modification.

Discussion ensued regarding the modification; whereby, square footage will be added to the east elevation. The expansion will provide additional space for products, refrigeration and the addition of more sections to the front of the store for produce. The materials and colors will remain the same as the existing building.

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to approve Item #6973 as submitted. The motion CARRIED by unanimous vote.

#6974 Aldi Florida, LLC
747 S Federal Hwy.
Sign Variance

Eric Power, Director of Planning and Development Services, displayed images captured via Google maps. Thereafter, he provided a brief overview regarding the sign variance.

A 75 square foot sign is proposed on the east facade of the building. Providing a 46 square foot sign on the south facade will provide a differing view from the street since both signs are visible from the roadway. In order to provide consistency and unity, it is proposed that the sign on the south facade match the 75 square foot sign on the east facade.

The building entrance is located on the south side of the building and faces the parking lot and private drive aisle; as such, a sign has been provided on the south side to indicate to customers using the parking lot the directions them maybe located or heading towards. A variance is requested in order to allow a 75.07 square foot building sign on the south building façade which is proposed to match the sign on the east facade of the building. Both facades are currently visible from the roadway. This condition will continue after the building expansion; therefore, providing consistency in the size and look of the signs is important to preserve continuity.

As part of the building expansion, the height of the parapet will increase from 22'-10" to 24'-5" above the finished floor elevation which prompts the need for a larger sign. Additionally, the new sign would provide ease of sight for customers. Providing signs of the same size on both facades provide a more unified and aesthetic look than that of the differing sized signs. As part of the proposed work, the signs will be upgraded from the existing backlit cabinet signs to signs with individually halo lit channelized letters. At night, only the logo sign and letters will light up as opposed to the entire sign.

Mr. Damiano made a motion, seconded by Vice Chair Glunt to approve Item #6974 as submitted. The motion CARRIED by unanimous vote.

#6975 **7-Eleven (Store# 10440)**
1991 NE 2nd St.
Major Site Plan Modification

Eric Power, Director of Planning and Development Services, displayed images captured via Google maps. Thereafter, he provided a brief overview of the major site plan modification.

Discussion ensued regarding the proposed changes: removal of the dumpster enclosure located at the property; whereas, the garbage will be collected by a contracted company. Additional lighting will be placed around the parking area as well as minimal security. lighting in the rear. Minimal security lighting is appropriate since it abuts a residential area. Other changes include: installation of Christmas Palms between the existing rear wall and the back of the building; the parking lot will be expanded north of the building and landscape will be from the store and adjacent to the street. Additional landscaping options include the installation of three (3) proposed trees: Simpson Stopper, Pink Trumpet and Yellow Elder. Lastly, two (2) additional parking spaces with wheel stops will be added to the property.

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to approve Item #6975 as submitted. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

None.

ADJOURNMENT

Vice Chair Glunt adjourned the meeting at 7:51 p.m.

_____

Harry Belton, Chair
Community Appearance Board

City Commission Meeting - November 10, 2020

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, November 10, 2020, at 7:00 PM in the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida.** A quorum of the City Commission will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The November 10, 2020, Regular City Commission meeting will 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 temperature checks, wear facial coverings and maintain social distancing. A copy of the agenda for the November 10, 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. **In Person Attendance**. Attend in person in the City Commissioner Chambers adhering to social distancing protocols, face covering requirements and tempature checks at entry.

2. **Zoom**

   a. **Via Zoom Online** - Access to the meeting will begin at 6:45 PM on November 10, 2020.
      i. Use the following link below to access the meeting via Zoom:
https://deerfield-beach.zoom.us/j/84404211243?pwd=RGQxeEJ4WGZTQmJNcXlJNHZ3RlJvUT09
      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: 844 0421 1243#, Participant ID: #, Password: 856333#

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

3. **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 November 10, 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. **In person** - Public comment may be given in the Commission chambers during the applicable public comment portion of the meetin.

2. **Via Email** - Public comments and documents may be submitted via email to web.clerk@dfb.city. Public comments will be read aloud during the meeting and added to the record. Emails can be submitted prior to the meeting or until the public hearing session is closed.

3. **Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click “raise hand” on the bottom of the “participants” tab, and your audio will be unmuted when you are recognized.

4. **Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to “raise your hand” and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk’s Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-670

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

Agenda Date: 11/10/2020

Status: QUASI-JUDICIAL PUBLIC HEARINGS

In Control: City Commission

Title
P.H. 2021-009: APPLICATION NO. 18-A-189

Recommended Action
Commission to vote on Resolution

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

Background/History
The subject easement is situated on property at 28 NE 11 Way (recorded in Plat Book 49, Page 24 & Plat Book 51, Page 23) in the RS-5 (Residence, Single Family) in the Little Harbor neighborhood.

The Abandonment application (18-A-189) is a request to abandon an existing fifteen (15) foot wide drainage easement. The existing easement is located entirely within the property at 28 NE 11 Way and conflicts with a proposed lot reconfiguration which is intended to accommodate single-family homes on each lot. The proposed abandonment, and subsequent dedication of a new fifteen (15) foot wide drainage easement over the new boundary of the subject property and neighboring property at 30 NE 11 Way, will provide the required drainage infrastructure for the locality without encroaching on the building footprint of future residences.

The new drainage infrastructure has been installed and approved by Environmental Services and the new easement will be dedicated as part of the completion of the permitting process for this infrastructure.

Copies of the survey for the subject property and proposed lot reconfiguration plan (showing the location of the proposed abandonment and future easement dedication) are attached for reference.

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

Recommendation
Staff recommends consideration.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, VACATING AND ABANDONING A 15-FOOT WIDE DRAINAGE EASEMENT LOCATED AT 28 NE 11TH WAY IN CONNECTION WITH THE REDEVELOPMENT OF PARCELS WITHIN THE LITTLE HARBOR NEIGHBORHOOD TO ACCOMMODATE NEW SINGLE FAMILY HOMES; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach received an application (Application 18-A-189) (the "Application") from Little Harbor Estates, LLC (the "Applicant") to vacate and abandon an existing 15-foot wide drainage easement (recorded in Plat Book 49, Pg. 24 and Plat Book 51, Pg.23) (the "Easement") located at 28 NE 11th Way in Deerfield Beach, Florida, as more particularly described on Exhibit "A"; and

WHEREAS, the Application has been submitted to enable the redevelopment of six parcels within the Little Harbor neighborhood to accommodate new single family homes; and

WHEREAS, the Applicant has proposed the dedication of a new 15-foot wide drainage easement over the new boundary of the subject property and neighboring property located at 30 NE 11 Way, which will provide the required drainage infrastructure without encroaching on the building footprint of future residences; and

WHEREAS, Staff's review of the Application has found that the proposed Easement abandonment is consistent with the Future Land Use Element of the Comprehensive Plan, the City's Official Zoning Map and Land Development Code; and

WHEREAS, City staff finds that there is no public purpose and use in retaining the Easement as a drainage easement.

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 legal description of the drainage Easement to be abandoned is as set forth on the attached Exhibit "A", which is incorporated herein by this reference.

Section 3. The City Commission hereby finds that there is no public purpose and use in retaining the Easement as a drainage easement and does hereby find that the Easement as set forth on Exhibit "A" should be vacated and abandoned. The Easement is hereby vacated and abandoned.

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

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

PASSED THIS _____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

_____
BILL GANZ, MAYOR

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

Deerfield Beach
Florida

PUBLIC HEARING NOTICE

October 30, 2020

Dear Property Owner:

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

P.H. 2021-009: APPLICATION NO. 18-A-189

Applicant: Little Harbor Estates LLC, represented by Christina Bilenki of Dunay, Miskel, & Backman LLP

Proposal: Abandonment of an existing fifteen (15) foot wide drainage easement recorded in Plat Book 49, Page 24 and Plat Book 51, Page 23.

Location: A portion of Lot 1, Block 6, LITTLE HARBOR ON THE HILLSBORO, Section 3, according to the plat thereof, recorded in Plat Book 49, Page 24, of the Public Records of Broward County, Florida, together with a portion of Lot 8, Block 4, Revised Plat of LITTLE HARBOR ON THE HILLSBORO, Section 2 according to the plat thereof, recorded in Plat Book 51, Page 23, of the Public Records of Broward County, Florida, more particularly described in the file, and located at **28 NE 11th Way.**

A public hearing will be held on **TUESDAY, NOVEMBER 10, 2020 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

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

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

Samantha Gillyard, CMC, City Clerk

Public Hearing Notice Map

Abandonment Application

No. 18-A-189

28 NE 11 Way

0 125 250 Feet

Deerfield Beach Florida

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

Deerfield Beach
Florida

Application: _____
Date: _____

VACATION AND ABANDONMENT APPLICATION

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

Section One: Vacation and Abandonment Information

The undersigned desires the vacation and abandonment of the following portion of a dedicated or platted easement, to wit: The South 7.50 feet of Lot 1, Block 6, Little Harbor on the Hillsboro, Section 3 plat as recorded in Plat Book 49, Page 24; together with the north 7.50 feet of Lot 8, Block 4 Little Harbor Section 2 plat, as recorded in Plat Book 51, Page 23 of the Public Records of Broward County, Florida.

Section Two: Applicant Information (Name and legal description of all abutting property owners. (Please be aware that approval must be obtained from all abutting property owners with signatures provided herewith. Use additional pages if necessary.)

Signature: _____

Name (Print): Little Harbor Estates LLC

Address: 2605 W Atlantic Avenue, Delra Beacy, FL 33445

Phone: 561-278-6554

E-Mail: ron.ellish@ellishbuilders.com

Legal Description of Property:

Please see attached.

Signature: _____
Christina Brienki

Name (Print): Duney, Miskel + Backman LLP

Address: 14 SE 4th St., Suite 36 Boca Raton FL 33432

Phone: 561-405-3323

E-Mail: cbrienki@dmbblaw.com

Legal Description of Property:

Please explain the reason why you are requesting this easement be abandoned:

Please see attached narrative.

DUNAY
MISKEL
BACKMAN LLP

Gary Dunay
Bonnie Miskel
Scott Backman
Hope Calhoun
Dwayne Dickerson
Ele Zachariades
Matthew H. Scott
Christina Bilenki
Heather Jo Allen

Little Harbor Way
Easement Abandonment Narrative
28 NE 11 Way

Little Harbor Estates LLC ("Petitioner") is the owner of six (6) parcels located on Little Harbor Way (aka NE 11th Way) more including the property at 28 NE 11 Way (Folio #4843 0630 0180) (collectively referred to as the "Property") in the City of Deerfield Beach ("City"). The Property is also located within the Little Harbor on the Hillsboro Plat, as recorded in Plat Book 49, Page 24 of the Public Records of Broward County, Florida ("Plat"). Through the Broward County Property Appraiser ("BCPA") lot split/combination process, Petitioner recently reconfigured the lots to be more suitable for redevelopment. Petitioner is proposing to redevelop the lots for single family homes ("Project"). There is currently a platted drainage easements lying within the Property and between Lot 8 Block 4 and Lot 1 Block 6 identified on the Plat. While the drainage easements were previously located along former lot lines, with the lot reconfiguration, they now lie towards further into the lot over to of the subject development parcels. As such, the drainage easement conflict with the proposed development of the lots with single family homes. Petitioner is proposing to abandon the drainage easement and relocate the easements towards the edge of each parcel in order to allow for the Project.

City of Deerfield Beach
RECEIVED
APR 12 2018
Planning & Development Svcs.

14 S.E. 4th Street, Suite 36, Boca Raton, FL 33432 Tel: (561) 405-3300 Fax: (561) 409-2341 www.dmbblaw.com

Development Review Committee
Summary Report
Development Plan Application Review

General Information

Application No.	18-A-189
Applicant:	Little Harbor Estates LLC
Agent:	Christina Bilenki, Esq.; Dunay Miskel & Backman LLP
Requested Action/Description:	To vacate a fifteen foot existing drainage easement that conflicts with the proposed lot reconfiguration.
Location:	28 NE 11 Way
Legal Description:	A portion of Lot 1, Block 6, LITTLE HARBOR ON THE HILLSBORO, Section 3, according to the plat thereof, recorded in Plat Book 49, Page 24, of the Public Records of Broward County, Florida, together with a portion of Lot 8, Block 4, Revised Plat of LITTLE HARBOR ON THE HILLSBORO, Section 2 according to the plat thereof, recorded in Plat Book 51, Page 23, of the Public Records of Broward County, Florida, more particularly described in the file.
Size :	Easement Area - 0.038 Acres (1,650 square feet)
Existing Zoning:	RS-5 (Residence, Single Family)
Existing Land Use:	Single-family residential
Future Land Use Plan Designation:	Residential Low

Surrounding Land Use and Zoning:

	Existing Land Use	Zoning
North:	Single-family Residential	RS-5
East:	Single-family Residential	RS-5
South:	Single-family Residential	RS-5
West:	Single-family Residential	RS-5

Applicable Regulations:	City of Deerfield Beach Land Development Code

Department Comments & Requirements

REQUEST:

The subject application (18-A-189) is a request to vacate a fifteen-foot existing drainage easement that conflicts with the proposed lot reconfiguration.

BACKGROUND:

The Abandonment application (18-A-189) is a request to abandon an existing fifteen (15) foot wide drainage easement. The existing easement is located entirely within the property at 28 NE 11 Way and conflicts with a proposed lot reconfiguration which is intended to accommodate single-family homes on each lot. The proposed abandonment, and subsequent dedication of a new fifteen (15) foot wide drainage easement over the new boundary of the subject property and neighboring property at 30 NE 11 Way, will provide the required drainage infrastructure for the locality without encroaching on the building footprint of future residences.

Copies of the survey for the subject property and proposed lot reconfiguration plan (showing the location of the proposed abandonment and future easement dedication) are attached for reference.

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

COMMENTS:

Planning & Zoning

1. Provide a dimensioned plan of proposed lot reconfigurations, which show proposed new easement locations.

   Revised 09/11/20: Comment addressed.

2. Revised 09/15/20: Sketches and legal submitted do not match reconfigured lots in as-built engineering plan. Update sketches and legal descriptions to match engineering plan.

3. Revised 09/15/20: Per Sec. 98-35, all applications proceeding to City Commission shall comply with requirements for public notice, including submittal of all required fees, documents, and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist is attached and can be accessed at http://www.deerfield-beach.com/DocumentCenter/View/12586/Public-Notice-Checklist

   Revised 10/13/20: Comment addressed.

4. Revised 09/15/20: Pursuant to Chapter 98, Article VII of the Land Development Code, cost recovery fees will be payable by the Applicant for ADA remediation of the proposed submittal. A cost recovery account will need to be established with the City, with payment required prior to being scheduled for the first public hearing.

   Revised 10/13/20: Comment addressed.

Environmental Services

Staff has completed a preliminary review of the above referenced application and has the following comment:

1. Public Drainage improvements exist inside the Plat designated Drainage Easement proposed to be vacated. The applicant must relocate the drainage improvements in a manner satisfactory to the City of Deerfield Beach and all other Agencies Having Jurisdiction, prior to the Drainage Easement Vacation approval.

   Revised 09/14/20: Comment addressed.

2. Revised 09/14/20: Applicant will submit and record all vacation and dedication documents as required to Broward County and provide registered copies to the City of Deerfield Beach.

   Revised 10/13/20: Comment addressed.

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan: Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designations for the subject property is Residential Low. The approval of this application is considered to be in compliance with the City's Future Land Use Map and Comprehensive Plan

2. Compliance with the Land Development Code: The property is zoned RS-5 (Residence, Single Family), with the proposed site plan to develop single-family homes, a permitted use in the district. Approval of this application will not change the official zoning map.

SUMMARY:

Staff's review of application 18-A-189 has found that the proposed abandonment is consistent with the Future Land Use Element of the Comprehensive Plan, the City's Official Zoning Map and Land Development Code.

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

For Office Use Only
Date: _____
Application Nos.: _____

DISCLOSURE AFFIDAVIT

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

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

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

A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.

B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

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

Jan. 2017-Bill Ganz $1,000; Jan. 2017-Bernie Parness $1,000; Jan. 2017-Todd Drosky $1,000

2019-Michael Hudak $1,000; May 2020-Democratic Club/Deutsch $800;

Aug. 2020-Bernie Parness $1,000

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

N/A

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

N/A

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.

5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.

6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

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

(on behalf of Dunay, Miskel and Backman, LLP)

I, Christina Bilenki, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

Oct 5, 2020
Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online notarization, this 5th day of October, 2020 by Christina Bilenki (Affiant), who is personally known to me or has produced _____ identification.

My commission expires: _____

Commission No.: _____

KELLY C QUINN
MY COMMISSION # GG 324364
EXPIRES: July 16, 2023
Bonded Thru Notary Public Underwriters

(Signature of Notary Public - State of Florida)

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

For Office Use Only
Date: _____
Application Nos.: _____

DISCLOSURE AFFIDAVIT

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

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

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A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.

B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

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

None

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

None

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

None

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.

5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.

6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

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

I, Ron Ellish, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature 10/13/2020 Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online notarization, this 13th day of October, 2020 by Ron Ellish (Affiant), who is personally known to me or has produced _____ identification.

My commission expires: _____

Commission No.: _____

(Signature of Notary Public - State of Florida)

Ruth McGlynn

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

RUTH MCGLYNN
Notary Public - State of Florida
Commission # GG 335366
My Comm. Expires Sep 13, 2023
Bonded through National Notary Assn.

PERIMETER
SURVEYING & MAPPING
Certificate of Authorization No. LB7264

947 Clint Moore Road
Boca Raton, Florida 33487

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION
(NOT A SURVEY)

LITTLE HARBOR LOTS - DRAINAGE EASEMENT ABANDONMENT

LEGAL DESCRIPTION

The South 7.50 feet of Lot 1, Block 6, Little Harbor on the Hillsboro, Section 3, according to the plat thereof, recorded in Plat Book 49, Page 24, of the Public Records of Broward County, Florida.

Together with:

The North 7.50 feet of Lot 8, Block 4, Revised Plat of Little Harbor on the Hillsboro Section 2, according to the plat thereof, recorded in Plat Book 51, Page 23, of the Public Records of Broward County,
Florida.

Said lands situate in the City of Deerfield Beach, Broward County, Florida.

NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. EASEMENTS AND RIGHTS-OF-WAY LISTED IN SCHEDULE B OF TITLE COMMITMENT NO. 6544192E, AS PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, EFFECTIVE DATE : AUGUST 25, 2017 AT 8:00 A.M., HAVE BEEN SHOWN HEREON.
3. BEARINGS SHOWN HEREON ARE BASED ON THE RECORD PLATS.

ABBREVIATIONS

B.C.R.	-	BROWARD COUNTY RECORDS
L	-	ARCLENGTH
COR.	-	CORNER
D	-	DELTA (CENTRAL ANGLE)
D.E.	-	DRAINAGE EASEMENT
I.R.	-	IRON ROD
I.R.C.	-	IRON ROD AND CAP
L.B.	-	LICENSED BUSINESS
L.S.	-	LICENSED SURVEYOR
O.R.B.	-	OFFICIAL RECORDS BOOK
P.O.B.	-	POINT OF BEGINNING
P.O.C.	-	POINT OF COMMENCEMENT
P.B.	-	PLAT BOOK
PG.	-	PAGE
P.S.M.	-	PROFESSIONAL SURVEYOR & MAPPER
R/W	-	RIGHT-OF-WAY
U.E.	-	UTILITY EASEMENT

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.

JEFF S. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

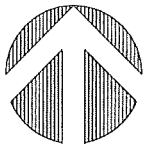
Project Name: LITTLE HARBOR		DATE: 2/28/2018
JOB NO. 17160	DWG BY: JSH	REV 9-15-2020
	CK'D By: TP	SHEET 1 OF 2

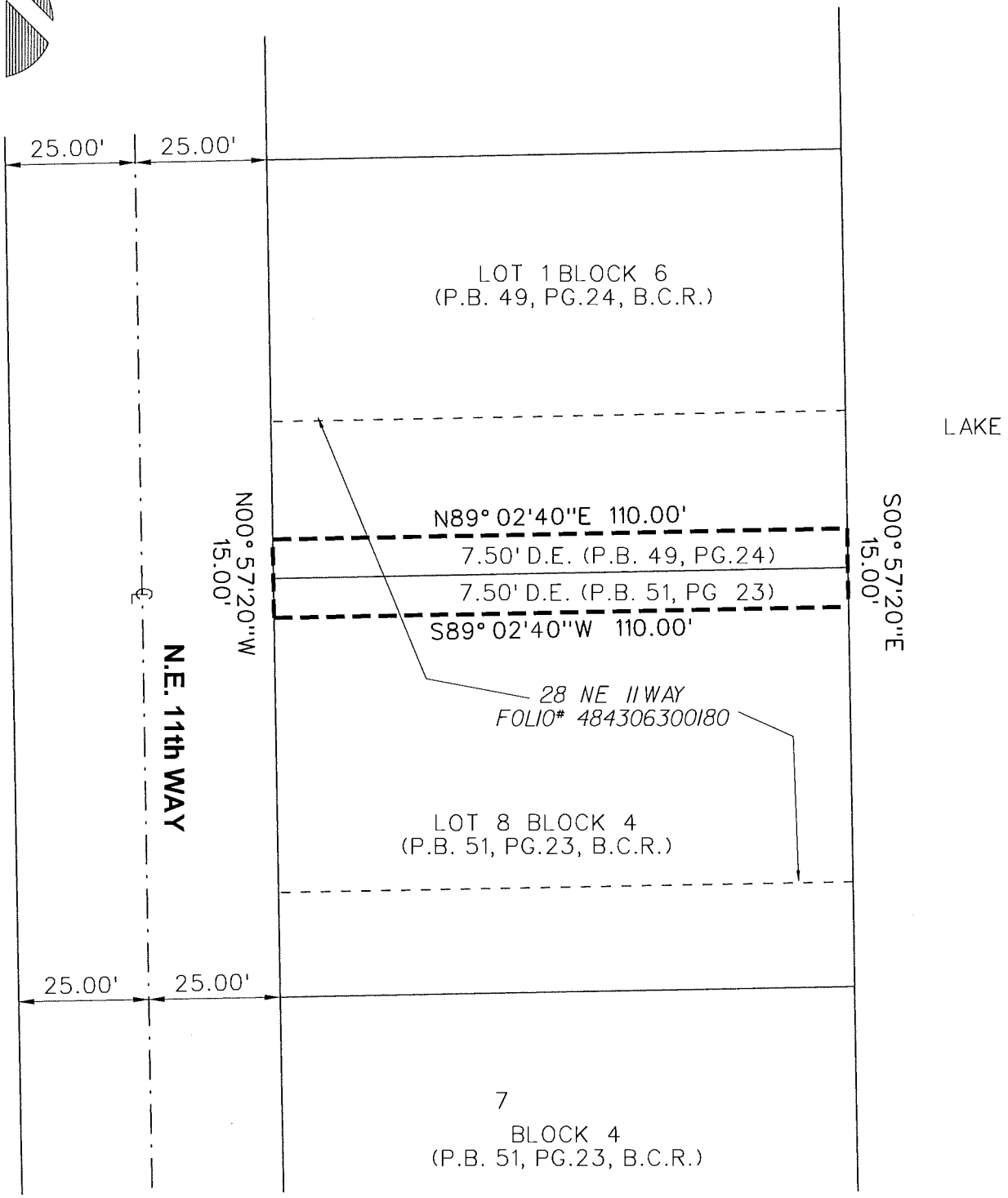
947 Clint Moore Road
Boca Raton, Florida 33487

PERIMETER
SURVEYING & MAPPING
Certificate of Authorization No. LB7264

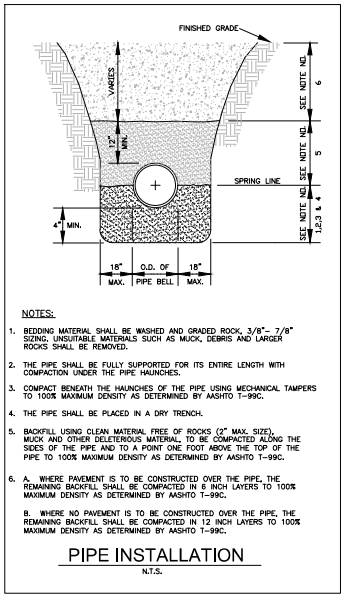
Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION
(NOT A SURVEY)





JOB NO. 17160	Project Name: LITTLE HARBOR	DWG BY: JSH	SCALE: 1"=30'	
		CK'D By: TP	DATE: 2/28/2018	SHEET 2 OF 2



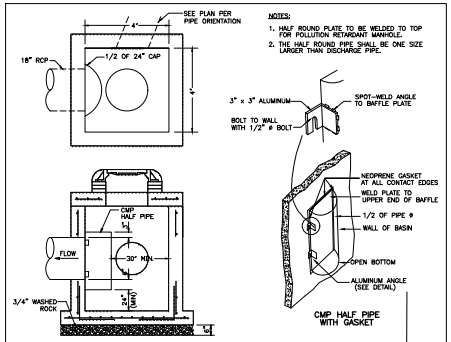
NOTES:

1. BEDDING MATERIAL SHALL BE WASHED AND GRADED ROCK, 3/8"– 7/8" SIZING. UNSUITABLE MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED.
2. THE PIPE SHALL BE FULLY SUPPORTED FOR ITS ENTIRE LENGTH WITH COMPACTION UNDER THE PIPE HAUNCHES.
3. COMPACT BENEATH THE HAUNCHES OF THE PIPE USING MECHANICAL TAMPERS TO 100% MAXIMUM DENSITY AS DETERMINED BY AASHTO T–99C.
4. THE PIPE SHALL BE PLACED IN A DRY TRENCH.
5. BACKFILL USING CLEAN MATERIAL FREE OF ROCKS (2" MAX. SIZE), MUCK AND OTHER DELETERIOUS MATERIAL, TO BE COMPACTED ALONG THE SIDES OF THE PIPE AND TO A POINT ONE FOOT ABOVE THE TOP OF THE PIPE TO 100% MAXIMUM DENSITY AS DETERMINED BY AASHTO T–99C.
6. A. WHERE PAVEMENT IS TO BE CONSTRUCTED OVER THE PIPE, THE REMAINING BACKFILL SHALL BE COMPACTED IN 6 INCH LAYERS TO 100% MAXIMUM DENSITY AS DETERMINED BY AASHTO T–99C.

   B. WHERE NO PAVEMENT IS TO BE CONSTRUCTED OVER THE PIPE, THE REMAINING BACKFILL SHALL BE COMPACTED IN 12 INCH LAYERS TO 100% MAXIMUM DENSITY AS DETERMINED BY AASHTO T–99C.

PIPE INSTALLATION

N.T.S.



NOTES:

1. HALF ROUND PLATE TO BE WELDED TO TOP FOR POLLUTION RETARDANT MANHOLE.
2. THE HALF ROUND PIPE SHALL BE ONE SIZE LARGER THAN DISCHARGE PIPE.

POLLUTION RETARDANT MANHOLE

N.T.S.

RECORD AS-BUILT SURVEY

PERIMETER

947 Clint Moore Road
Boca Raton, Florida, 33487
Certificate of Authorization No. LB7264
Tel: (561) 241-9988
Fax: (561) 241-5182

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE FOR SURVEYS AS CONTAINED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION.

JEFF S. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

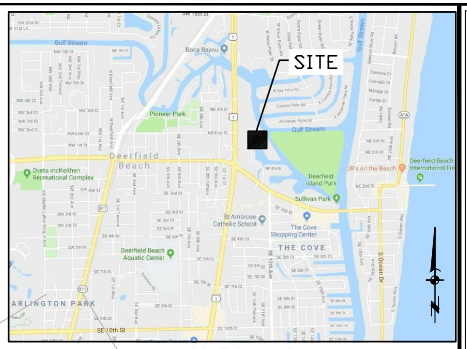
LAST DATE OF FIELD WORK : AUGUST 19, 2020

SURVEY NOTES

1. EXISTING ELEVATIONS AND CONDITIONS SHOWN HEREON WERE TAKEN TAKEN FROM THE BOUNDARY SURVEY PREPARED BY PERIMETER SURVEYING AND MAPPING; JOB NO. 17160 ON SEPTEMBER 20, 2017.
2. THE N.F.I.P. FLOOD MAP HAS DESIGNATED THIS LAND LIES WITH ZONES "AE" AND "X". MAP–PANEL #179, BASE FLOOD ELEV. EL=5.0 FOR AE. COMMUNITY NO. 125101, DATE OF FIRM AUGUST 18, 2014.
3. EXISTING AND PROPOSED ELEVATIONS ARE IN FEET AND BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).
4. BENCHMARK OF ORIGIN TO FDOT BENCHMARK 8696 X 013 – ELEVATION=23.77', N.A.V.D. 1988.

NOTE OF CONTRACTOR

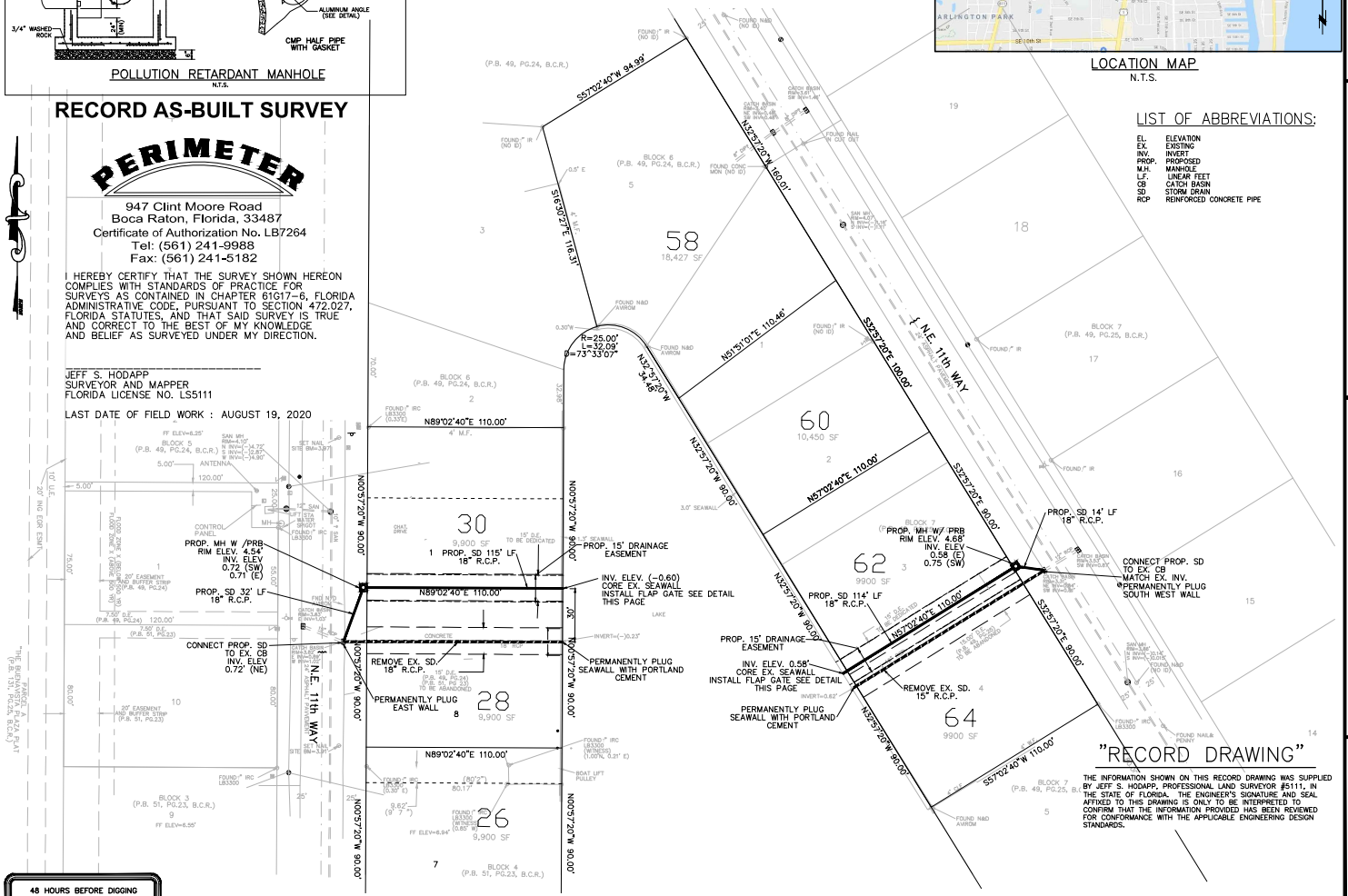
THE LOCATION OF EXISTING UNDERGROUND UTILITIES HAS BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FACILITIES SHOWN. THE CONTRACTOR SHALL VERIFY THE ELEVATIONS AND LOCATIONS OF EXISTING FACILITIES PRIOR TO CONSTRUCTION. IF AN EXISTING FACILITY IS FOUND TO CONFLICT WITH THE PROPOSED CONSTRUCTION UPON EXCAVATION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD SO THAT APPROPRIATE MEASURES CAN BE TAKEN TO RESOLVE THE CONFLICT.



LOCATION MAP
N.T.S.

LIST OF ABBREVIATIONS:

EL.	ELEVATION
EX.	EXISTING
INV.	INVERT
PROP.	PROPOSED
M.H.	MANHOLE
L.F.	LINEAR FEET
CB	CATCH BASIN
SD	STORM DRAIN
RCP	REINFORCED CONCRETE PIPE

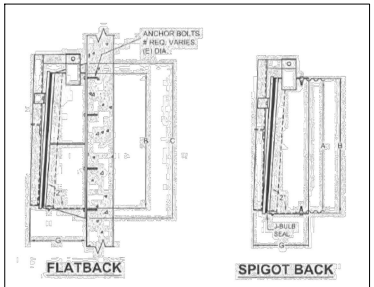


"RECORD DRAWING"

THE INFORMATION SHOWN ON THIS RECORD DRAWING WAS SUPPLIED BY JEFF S. HODAPP, PROFESSIONAL LAND SURVEYOR #5111, IN THE STATE OF FLORIDA. THE ENGINEER'S SIGNATURE AND SEAL AFFIXED TO THIS DRAWING IS ONLY TO BE INTERPRETED TO CONFIRM THAT THE INFORMATION PROVIDED HAS BEEN REVIEWED FOR CONFORMANCE WITH THE APPLICABLE ENGINEERING DESIGN STANDARDS.

NEAL B. JANOV #21998

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



ALUMINUM FLAP GATE (18IN)

N.T.S.

MATERIAL SPECIFICATIONS
ALUMINUM – ALLOY 6061–T6 & 6063
FASTENERS, STAINLESS STEEL – ASTM A 276 TYPE 304L
NEOPRENE – ASTM D–2000 AND D–1056–67

U.S. CUSTOM FABRICATION, INC.
1858 NW 31ST. POMPANO BEACH, FL 33069

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

0' 15' 30' 60'
SCALE 1" = 30'

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

REVISIONS	DATE:	DWN.:	CHK.:
1. REMOVED GUARD, ADDED FLAP GATE PER CITY	10-03-18	MA	
2. RELOCATED OUTFALL PER CLIENT	5-12-20	S.T.	
3.			
4.			
5.			
6.			
7.			
8.			

LITTLE HARBOR
RECORD DRAWING
DRAINAGE PIPE RELOCATION PLAN
FOR LOTS 62 & 30

DCES

SCALE:	1" = 30'
DATE:	3-12-2018
DWN. BY:	A.A.
CHK. BY:	N.B.J.
F.B.	PG.
JOB NO.:	2284–18
SHEET:	1 OF 1

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-676

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

Agenda Date: 11/10/2020

Status: PUBLIC HEARINGS – FIRST READING

In Control: City Commission

Title
P.H. 2021-010: ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT ("CIE") OF THE CITY'S ADOPTED COMPREHENSIVE PLAN BY REVISING AND UPDATING THE FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS SET FORTH IN TABLE 10.3 IN ACCORDANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Recommended Action
Commission to vote on Ordinance and set public hearing for December 1, 2020

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

Background/History
Annual update to the Capital Improvement Element (CIE) of the City of Deerfield Beach's Comprehensive Plan revising the Five-Year Schedule of Capital Improvements and associated tables in order to update the CIE in accordance with Section 163.3177 Florida Statutes.

Current Activity
Attached is the annual update of the five-year schedule of Capital Improvements for the next five years (FY 2021 – FY 2025) for the City's Capital Improvement Element of the Comprehensive Plan. Florida State Statutes require that each municipality update their Capital Improvement Element to reflect changes made to the Capital Improvement Plan, which was adopted by the City Commission on September 14, 2020. This document shows planned capital improvement projects for the next 5 years, whether they are funded or not.

No new information is provided in this document. All data collected is from the adopted Capital Improvement Plan. Approving this item does not change the City Budget or Capital Improvement Plan. Each year, this document is updated to reflect the differences between last year's five year plan and the current five year plan. These changes are shown in Table 10.3 – Five Year Schedule for Capital Improvements for FY 2021-2025 and Table 10.4 – Five Year Schedule of Capital Improvements Summary by Functional Category 2021-2025. Additional changes in this section are to numerical updates to each funds revenue source.

Upon approval, the CIE will be sent to the Florida Department of Economic Opportunity.

On November 5, 2020, the Planning and Zoning Board voted to recommend _____ of the

proposed update.

Recommendation
Staff recommends approval.

ORDINANCE NO. 2020/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT ("CIE") OF THE CITY'S ADOPTED COMPREHENSIVE PLAN BY REVISING AND UPDATING THE FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS SET FORTH IN TABLE 10.3 IN ACCORDANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Section 163.3177(3)(b), Florida Statutes, provides that the Capital Improvements Element of the Comprehensive Plan (the "CIE") shall be reviewed on an annual basis and modified as necessary in order to maintain a financially feasible 5-year schedule of capital improvements; and

WHEREAS, the purpose of the CIE and schedule is to identify capital improvements needed to implement the Comprehensive Plan and ensure adopted Level of Service Standards are achieved and maintained for concurrency related facilities; and

WHEREAS, Table 10.3 of the Capital Improvements Element of the City of Deerfield Beach's Comprehensive Plan sets forth a "Five Year Schedule of Capital Improvements"; and

WHEREAS, Section 163.3177(3)(b), Florida Statutes, provides that modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan.

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 Table 10.3 "Five Year Schedule of Capital Improvements" of the Capital Improvements Element of the City of Deerfield Beach's Comprehensive Plan is hereby amended as specifically set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Section 3. All sections or parts of the City Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

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

Section 5. This Ordinance shall be in full force and effect immediately upon its passage and 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

PUBLIC HEARING NOTICE 2021-010
CITY OF DEERFIELD BEACH, FLORIDA
NOTICE OF PROPOSED COMPREHENSIVE PLAN AMENDMENT

PUBLIC NOTICE IS HEREBY GIVEN that the City of Deerfield Beach City Commission will hold the first of two Public Hearings pursuant to Section 163, Florida Statutes on **Tuesday, November 10, 2020 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441 and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting) to consider the proposed amendment to the Comprehensive Plan of the City of Deerfield Beach. The proposed amendment is as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT ("CIE") OF THE CITY'S ADOPTED COMPREHENSIVE PLAN BY REVISING AND UPDATING THE FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS SET FORTH IN TABLE 10.3 IN ACCORDANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

You may either be present in person at this Public Hearing, represented by counsel or letter. All interested persons take due notice of the time and place of this Public Hearing and govern yourselves accordingly.

Information on the proposed amendments is available for public inspection in the Planning & Development Services Department, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441.

Any person who decides to appeal any decision of the **CITY COMMISSION** with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

All correspondence to the **CITY COMMISSION** relative to this matter should be mailed to 150 N. E. 2nd Avenue, Deerfield Beach, FL 33441.

CITY OF DEERFIELD BEACH, FLORIDA
BY: Samantha Gillyard, CMC, City Clerk

Publish: Sun Sentinel - Friday, October 30, 2020
2 column wide by 10 inches long – title in 18 point

Exhibit A:

Deerfield Beach
Florida

COMPREHENSIVE PLAN

CAPITAL IMPROVEMENTS ELEMENT ANNUAL UPDATE FOR FY 2021-FY 2025

VOLUME 10.0

CAPITAL IMPROVEMENTS ELEMENT
OF THE
DEERFIELD BEACH COMPREHENSIVE PLAN

Adopted December 1, 2020
Revised Capital Improvement Plan FY 21-FY 25

Prepared by the
City of Deerfield Beach

In compliance with the Local Government Comprehensive Planning and
Land Development Regulation Act and Florida State Statute Chapter 163

CITY OF DEERFIELD BEACH

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

Office of the City Manager
David Santucci, City Manager
Tom Good, Assistant City Manager
Angelia Adediran, Assistant City Manager

Office of the City Attorney
Anthony Soroka, City Attorney

Planning and Zoning Board
Thomas Plaut, Chairman
Brian Bennett, Vice Chairman
Michelle Balaun
Bridgette Beckford
Alternates:
John Gibilaro
Kanthiah E. Chandran

Planning and Development Services
Eric Power, Director
Stephen Graham, Assistant Director
Tina Jou, Principal Planner
Bonnie Jacobson, Senior Planner
Jenna Lane, Planner
Claudia Viviana Batista, Assistant Planner

Financial Services
Stephanie Tinsley, Chief Financial Officer

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10.0 CAPITAL IMPROVEMENTS ELEMENT

10.1 INTRODUCTION

The Florida legislature mandated that local governments plan for the availability of public facilities and services to support development concurrent with the impact of such development. Consequently, the Capital Improvements Element (CIE) and Schedule of Improvements has become the "cornerstone" of achieving this mandate. The purpose of the CIE is to: 1) identify the capital improvements that are needed to implement the Plan; 2) ensure that adopted Level of Service (LOS) Standards are achieved and maintained for concurrency related facilities (sanitary sewer, solid waste, drainage, potable water, parks and recreation, schools and transportation facilities, including mass transit; 3) estimate the costs of improvements for which local government has fiscal responsibility; 4) analyze the fiscal capability of the local government to finance and construct improvements; and 5) adopt financial policies to guide the funding and construction of improvements. The CIE must demonstrate the economic feasibility and fiscal responsibility of the comprehensive plan.

10.2 GOALS, OBJECTIVES AND POLICIES

10.2.1 PURPOSE AND DEFINITION OF GOALS, OBJECTIVES AND POLICIES

Goals, objectives, and policies (for planning purposes) are defined as follows:

GOAL, the long-term end toward which programs or activities are ultimately directed;

OBJECTIVE, a specific, measurable, intermediate end that is achievable and marks progress toward a goal;

POLICY, the way in which programs and activities are conducted to achieve an identified goal.

The goals, objectives and policies set forth in the Capital Improvement Element are the general ends the City wants to achieve; the objectives that need to be accomplished to achieve them; and the positions, programs and level of service standards which need to be adopted in order to achieve the objectives. The goals of the City are designed to represent a picture of what the City will be like once the plan is implemented. These goals can represent both physical and non-physical ends. Some examples of non-physical ends are employment opportunity, economic vitality, community pride and public participation.

10.2.2 GOAL SETTING PROCESS

The capital improvement goals, objectives and policies were originally developed over several months by numerous different groups and individuals. City staff provided the Local Planning Agency (LPA) with a description of existing and projected demographic and land use conditions. These findings were discussed in depth during a series of workshop meetings, and a list of the major concerns expressed by the LPA was compiled.

These concerns were then discussed with a Comprehensive Planning Task Force organized by the Greater Deerfield Beach Chamber of Commerce. Using the combined input from the Chamber's Task Force and the LPA, a draft of Goals and Objectives was developed and presented at a series of public hearings held by the LPA and, later, the City Commission. Policies needed to effectuate the goals and objectives were then developed, relying upon input from workshops with the City Commission and from the City Manager. Subsequently, final drafts of the Land Use Goals, Objectives and Policies were prepared and presented at another series of public hearings. Ample opportunity for written and oral comments was given at each of these public hearings. Public comment was duly considered, and the drafts were appropriately modified.

In 2006, the goals, objectives and policies were amended based upon the 2005 Evaluation and Appraisal Report. Updates were made based upon changes in Florida Statutes and Rules, changes to the South Florida Regional Planning Council's Strategic Regional Policy Plan and changes in City circumstances. These changes were made after comments were heard at a public workshop, a public hearing held by the LPA, and later the City Commission. A final draft of the Element was prepared based upon comments heard at these meetings.

10.2.3 CAPITAL IMPROVEMENTS GOALS, OBJECTIVES AND POLICIES

GOAL CIE 1.0: The City will provide, in a timely and cost effective manner, whatever public facilities are necessary within its jurisdiction to meet the adopted level of service standards established by the comprehensive plan.

Objective CIE 1.1: Capital improvements will be provided as a means to meet existing deficiencies, to accommodate desired future growth, and to replace worn out or obsolete facilities, as indicated in the Five Year Schedule of Improvements.

Policy CIE 1.1.1: The City shall include all projects identified in the other elements of this plan and having a cost of at least $25,000, as capital improvement projects within the Five Year Schedule of Improvements of this element.

Policy CIE 1.1.2: The City shall, as a matter of priority, schedule and fund all capital improvement projects in the Five Year Schedule of Improvements which are meant to correct existing deficiencies.

Policy CIE 1.1.3: The City Manager, in conjunction with the annual updating of the Five Year Capital Improvement Program and the Five Year Schedule of Improvements, shall evaluate proposed projects and make recommendations to the city commission based on the following criteria.

a) the project will maintain appropriate level of service standards,

b) the project preserves and protects, public health and safety, fulfills the city's legal commitment to provide facilities and services, or achieves full use of existing facilities.

c) the project increases efficiency of use of existing facilities, prevents or reduces future improvement costs, or provides service to developed areas lacking full service.

d) the project is financially feasible, in terms of both capital and operational costs, and represents a logical extension of existing facilities and services.

e) the project is consistent with County plans and the plans of other agencies.

Policy CIE 1.1.4: The Capital Improvements Element shall be updated on an annual basis per the requirements of Section 163.3177(3)(b), F.S..

Policy CIE 1.1.5: Continue implementation of approved master plans as outlined within the Transportation, Recreation and Utility Elements.

Policy CIE 1.1.6: The City shall continue to provide for the availability of public facilities and services needed to support previously approved and new development concurrent with the impact of such development.

Objective CIE 1.2: Public expenditures that subsidize development in coastal high hazard areas (CHHA) will be limited to those improvements, if any, included in the Coastal Management Element.

Policy CIE 1.2.1: The City shall expend funds in high hazard coastal areas for the replacement and renewal of existing public facilities, but will not encourage the development of additional public facilities, unless those facilities will increase public safety and the ability to evacuate the coastal area when necessary.

Policy CIE 1.2.2: The City shall continue to provide or require provision of public recreational facilities and parking within the high hazard coastal areas.

Policy CIE 1.2.3: Appropriations for infrastructure shall be made only to maintain existing infrastructure within CHHA unless LOS standards are not being met.

Objective CIE 1.3: Future development will bear a proportionate cost of facility improvements necessitated by the development in order to maintain adopted level of service standards.

Policy CIE 1.3.1: The City will explore various impact fees which have proven successful in other jurisdictions and will consider their adoption if they appear to be reasonable and can be administered in a cost effective and equitable manner. Such impact fees will be used to assess new developments a pro rata share of the costs necessary to finance public facility improvements necessitated by said developments in order to adequately maintain adopted level of service standards.

Policy CIE 1.3.2: Bond funding alternatives will be evaluated for all projects to ensure that the future population shares in construction costs.

Objective CIE 1.4: The City will manage its fiscal resources to ensure the provision of needed capital improvements for previously issued development orders and for future development and redevelopment.

Policy CIE 1.4.1: Prior to the issuance of certificates of occupancy, the City shall provide for all public facilities needed to serve development for which development orders were previously issued.

Policy CIE 1.4.2: General obligation bonds, backed by the full faith and credit of the City, shall be issued only if all general obligation bonds outstanding at the time together with the amounts of bonds proposed to be issued does not exceed two percent (2%) of the assessed valuation of taxable property.

Policy CIE 1.4.3: The annual adoption of a Five - Year Capital Improvement Program shall be an integral part of the City's annual budgeting process.

Policy CIE 1.4.4: The City shall account for its water and sewer and solid waste operations through the use of enterprise funds.

Policy CIE 1.4.5: The water and sewer and solid waste operations shall be fully supported by their respective rate structures.

Policy CIE 1.4.6: The City shall attempt to keep its year-end general fund balance at a level equal ten percent (10%) (for unassigned fund balance) and five percent (5%) (for committed fund balance) of the total general fund expenditures and transfers for that year.

Policy CIE 1.4.7: Efforts shall be made to secure grants or private funds whenever available to finance the provision of capital improvements.

Policy CIE 1.4.8: The City shall use its fiscal policies to direct its capital expenditures toward improvements which recognize the policies established within the other elements of this comprehensive plan.

Objective CIE 1.5: Decisions regarding the issuance of development orders and permits will be based upon coordination of the development requirements included in this plan, the land development regulations, and the availability of necessary public facilities needed to support such development at the time needed. Such land use decisions will be coordinated with the Five Year Schedule of Capital Improvements which is designed to maintain the adopted level of service standards.

Policy CIE 1.5.1: The City shall use the following level of service standards in reviewing the impacts of new development and redevelopment upon public facilities:

- **Sanitary Sewer Wastewater Treatment:** The LOS standard for the City's service area shall be 126 gallons average annual daily flow per capita of permanent populations. Non-residential flows are included in this factor.

  Wastewater treatment and disposal capacity for customers living in the city, but served by the Broward County wastewater system are set by the county per their Comprehensive Plan.

- **Solid Waste:** The LOS for collection (including municipal solid waste and recyclables) is 5.4 lbs/capita/day. The LOS for solid waste disposal is 7.0 lbs/person/day.

- **Stormwater Management:** The level of service standards for drainage will be consistent with the regulations of the South Florida Water Management District (SFWMD), Broward County Water Resources Management Division (WRMD), and the Florida Building Code. The City has no additional drainage standards and abides by those of the WRMD and SFWMD. The application of level of service standards are based on regulatory systems set up by the SFWMD, Broward County and the City of Deerfield Beach. Together they assure that development orders are not issued unless necessary drainage facilities will be in place. These regulations include:

  a) Drainage discharge quantity shall be determined from a three day 25 year design storm. Peak runoff shall not exceed 35 cubic feet per second per square mile.

  b) First floor elevations in high risk areas shall be set at or above the 100 year storm flood elevation per the most recent Flood Rate Insurance Map.

  c) Street elevations shall be set at or above the 10-year design storm flood elevation per the County's Flood Criteria Map.

  d) Water quality shall be considered preserved when ½ inch of stormwater runoff is retained on-site or as required.

- **Potable Water:** The LOS for the City's service area is 175 gallons per capita per day (gpcd) for average annual residential service. The system-wide LOS (including non-residential and irrigation) is 200 gpcd on an average day basis and 265 gpcd on a maximum day basis.

  The minimum LOS maintained for system pressure is 40 pounds per square inch (psi) under normal operating conditions and 20 psi under fire flow conditions.

  Potable water needs for customers who are within the City limits but served by the Broward County system is set by the county according to the Broward County Comprehensive Plan. The County's Level of Service (LOS) standard is an average day flow demand. The potable water average day demand is multiplied by a factor for each particular water district to determine the maximum day demand available for supply that is being requested. An analysis of available potable water capacity is then included prior to commitments to serve permitted undeveloped projects, as well as current customer usage.

- **Recreation and Open Space:** The City shall provide a minimum LOS of three (3) acres of community and/or regional parks within the city limits for every 1,000 permanent residents, including those areas annexed from Broward County. Recreational LOS acreage shall comply with the requirements outlined in the Broward County Comprehensive Plan.

- **Transportation Concurrency:** LOS standards for roadways shall be as follows:

  a.) City collector roadways: LOS D for peak hour travel.

  b.) State and county arterial roadways: Shall comply with the County's transit oriented concurrency (TOC) standards for the Northeast District. Within the Northeast Concurrency District, the transportation LOS standard for the purpose of issuing development orders and permits are to achieve and maintain the following.

  - Achieve headways of 30 minutes or less on 90% of routes.
  - Establish at least one neighborhood transit center.
  - Establish at least one additional community bus route.
  - Overall TOC districts shall increase the number of bus stop shelters by 30 percent.
  - Maintain the maximum service volumes on arterial roadways within the Northeast District as stated in Table 10.1

Table 10.1 Peak Hour Two Way Maximum Service Volumes

	State and County roads
Two-lane arterials	2555
Four-lane arterials	5442
Six-lane arterials	8190
Eight-lane arterials	10605

(Maximum Service Volumes are calculated from "Generalized Peak Hour Two-way Volumes for Florida's Urbanized Areas", as Published by the Florida Department of Transportation (FDOT), as 75% above the volumes for Class II State 2-way arterials LOS D.)

c.) The transportation LOS standards for the purpose of long range transportation planning are per the policies of the Broward County Transportation Element as noted below:

For roadway facilities included in the Strategic Intermodal System (SIS) or the Florida Intrastate Highway System (FIHS), the Generalized Peak Hour Two-way Level of Service Standard, established by the Florida Department of Transportation shall be per Table 10.2.

Table 10.2 Long Range Transportation Planning LOS

FIHS Roadway and SIS Corridor	Roadway Segment	LOS Standard
Florida Turnpike	Miami-Dade County line to Palm Beach County line	D
Interstate 95	Miami-Dade County Line to Palm Beach County line	E
Sawgrass Expressway	Interstate 75 to S.W. 10th Street	D
Hillsboro Blvd.	I-95 to Deerfield Beach Tri-Rail Station	D

(For facilities not within the FIHS, the LOS standard shall be the generalized two-way peak-hour LOS "D" standard volumes depicted on Table F-1, Level of Service Manual, Florida Department of Transportation, (2002) within all Districts other than the eastern core.)

State law requires FDOT to develop a five-year work program which list all transportation projects and planned expenditures over the next five years. As a component of that plan, SIS project funding shall be in accordance with the FDOT five-year work program. The SIS Cost Feasibility Plan will be the primary source of SIS projects that are selected for inclusion in the work program. The financial feasibility of SIS and FIHS roadway projects are subject to Federal guidelines for use of Federal funds and their eligibility.

Based on policies of the Broward County Transportation Element, the County shall adopt a five-year County Transit Program (CTP) that is projected to achieve the LOS standards for Transportation Concurrency as stated above. The County Commission shall ensure that the CTP is a financially feasible plan. The CTP shall be updated annually. Any change in the County's LOS standard will require an amendment to the County's Transportation Element. The City of Deerfield Beach will modify its Transportation and CIE in accordance with any County's transportation concurrency amendments.

- **School Concurrency:** The uniform, district-wide LOS shall be 100% of gross capacity (with relocatables classrooms) for each CSA until the end of the 2018/19 school year; and commencing at the 2019/20 school year, the LOS for each CSA shall be 110 percent of the permanent Florida Inventory of School Housing (FISH) capacity for each public elementary, middle and high school

Policy CIE 1.5.2: Proposed plan amendments and requests for new development or redevelopment shall be evaluated according to the following guidelines as to whether the proposed action would:

a.) contribute to a condition of public hazard;

b.) exacerbate any existing condition of public facility capacity deficits;

c.) generate public facility demands that may be accommodated by capacity increases planned in the Five Year Schedule of Improvements;

d.) conform with future land uses as shown on the future land use map;

e.) if public facilities are developer-provided, accommodate public facility demands based on adopted level of service standards;

f.) if public facilities are provided, in part or in whole, by the City, demonstrate financial feasibility, subject to this element, and

g.) affect State agencies' and South Florida Water Management District's facilities plans.

Objective CIE 1.6: The City, in coordination with the County and School Board shall ensure that public school facilities are available for current and future students consistent with available resources per the adopted level of service (LOS).

Policy CIE 1.6.1: Consistent with policies and procedures within the adopted Interlocal Agreement (ILA), the District Educational Facilities Plan (DEFP) shall contain a five (5) year financially feasible schedule of capital improvements to address existing deficiencies and achieve and maintain the adopted LOS in all Concurrency Service Areas (CSA). This financially feasible schedule shall be updated on an annual basis and adopted into the CIE.

Policy CIE 1.6.2: The uniform, district-wide LOS shall be 100% of gross capacity (with relocatables classrooms) for each CSA until the end of the 2018/19 school year; and commencing at the 2019/20 school year, the LOS for each CSA shall be 110 percent of the permanent Florida Inventory of School Housing (FISH) capacity for each public elementary, middle and high school.

Policy CIE 1.6.3: The adopted LOS shall be applied consistently by the City, County, and the School Board, district-wide to all schools of the same type.

Policy CIE 1.6.4: The School Board's DEFP, including the five-year schedule of capital improvements, as adopted September 7, 2010 and amended by the School Board is hereby adopted by reference into the CIE.

10.3 CONSISTENCY WITH STATE, REGIONAL AND COUNTY PLANS

Chapter 163, F.S. requires "coordination of the local comprehensive plan with the comprehensive plans of adjacent municipalities, the County, adjacent Counties, or the region…and with the State Comprehensive Plan."

During development of the 1989 Comprehensive Plan, city staff was involved in a variety of activities to insure consistency of the City's plan with the State Comprehensive Plan, the South Florida Regional Planning Council's Policy Plan, and the Broward County Comprehensive Plan. These activities included attendance at Florida Department of Community Affairs workshops, meetings with adjacent local governments, membership on comprehensive planning committees and analysis of other plans.

City staff attended meetings and workshops conducted by the Florida Department of Community Affairs. These meetings provided technical information and insight into the Department's expectations regarding the development of the comprehensive plan.

The City of Deerfield Beach submitted drafts of portions of its Comprehensive Plan to several state agencies, which had provided funds for their development. The comments provided by these agencies assisted in insuring comprehensive plan consistency. The City received technical memorandums from state agencies regarding preparation of the comprehensive plans. The ideas and recommendations from these memorandums were incorporated into the City's plan.

City staff met with the South Florida Regional Planning Council and South Florida Water Management District to coordinate development of the Comprehensive Plan. The Regional Planning Council provided a copy of the Comprehensive Review Process. This document describes the comprehensive planning process, lists ideas and expectations the Council has for the plans and provides checklists for information to be contained within the Plans.

In 2006, the City adopted the 2005 Evaluation and Appraisal Report (EAR). As a result, corrections, modifications of time frames, and the addition of policies mandated by Chapter 163, F.S. have been included in this element as EAR-based amendments.

10.4 BASELINE DATA

10.4.1 PUBLIC FACILITIES INVENTORY

The analyses performed in the other comprehensive plan elements have identified facility improvements needed to meet the demands of existing and future development. The impacts of new or improved public educational and public health care systems and facilities on the provision of infrastructure were examined within these analyses.

10.4.1.1 Consistency With Other Comprehensive Plan Elements

The Utilities Element lists the capital improvements necessary for sanitary sewer, solid waste, stormwater management, potable water, and natural groundwater aquifer recharge under the Capital Improvements, Labor, and Organizational Needs sections of the element.

The Transportation Element describes necessary improvements to streets, bikeways, pedestrian networks, and transit in the Implementation Strategies section. The listed Broward County Transportation Improvement Program (TIP) projects are funded federal, state and county projects that support regional transit and long range transportation concurrency per LOS transportation standards.

The Recreation and Open Space explains that while the City is meeting its level of service, there are capital improvements planned for the next planning horizon as part of the Park System Master Plan. These projects are listed in the Capital Improvements, Labor, and Organizational Needs section of the element.

The Future Land Use Element supports the facilities needs identified in the Utilities, Transportation, and Recreation and Open Space Elements. The other elements of the plan, Housing, Coastal Management, Conservation, and Intergovernmental Coordination do not specifically identify any capital improvement needs.

10.4.1.2 Five Year Schedule of Capital Improvements

The Plan has identified facility improvements which are needed to meet the demands of existing and future development. Table 10.3 identifies those capital improvements which are required to meet level of service standards as defined in Policy CIE 1.5.1 and those projects that support the GOP's of the Plan for fiscal years 21-25.

In 2005, the City performed an assessment of its Plan and its ability to meet the demands of growth on infrastructure, maintain level of service (LOS) standards, provide public services and facilities, concurrency management and financial feasibility throughout the 2025 planning period. The assessment concluded, that except for meeting potable water LOS standards, (which are subject to the Lower East Coast Regional Water Supply Plan (LECRWSP) requirements), all LOS standards were being met and would continue to be met throughout the 2025 planning period. The potable water projects listed in Table 10.3 are in compliance with the LECWSP. Potable LOS standards will be met throughout the 2030 planning period in concert with the regional water supply plan.

Table 10.3 Five Year Schedule of Capital Improvements FY 2021- FY2025

City of Deerfield Beach
General Fund
Capital Expenditures by Category

	FY21	FY22	FY23	FY24	FY25	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Property Taxes & Other General Fund Revenues	$ 236,480	$ 3,610,151	$ 1,901,942	$ 2,735,172	$ 1,514,477	$ 9,998,222
Lease/Purchase Proceeds	1,700,395	1,620,500	744,200	656,660	179,000	4,900,755
Loan Payable Proceeds	800,000	1,390,000	1,430,000	880,000	-	4,500,000
Total Revenues & Other Financing Sources	$ 2,736,875	$ 6,620,651	$ 4,076,142	$ 4,271,832	$ 1,693,477	$ 19,398,977
EXPENDITURES AND OTHER FINANCING USES						
Infrastructure Projects						
Enterprise Resource Planning (ERP) System	$ 800,000	$ 1,390,000	$ 1,430,000	$ 880,000	$ -	$ 4,500,000
Fire Station #66 - Life Safety Plan	95,480	-	-	-	-	95,480
Pioneer Park Dock, Rail and Piling Replacement	121,000	429,000	-	-	-	550,000
Fire Station - Master Plan	-	241,700	-	106,700	-	348,400
Lifeguard Towers	-	834,896	859,943	885,742	456,157	3,036,738
West Community Center Building and Parking Lot Improvements	-	521,510	-	-	-	521,510
FPL Service Drops for Hillsboro Boulevard Irrigation Controllers	-	146,850	-	-	-	146,850
Mayo Howard Park Improvements	-	144,100	291,049	-	-	435,149
Pineview Cemetery Fencing	-	82,500	82,500	82,500	165,000	412,500
QWAP Field Refurbishment	-	137,500	-	-	-	137,500
Villages of Hillsboro Park Improvements	-	89,595	190,850	148,500	-	428,945
Crystal Heights Central	-	192,500	-	-	-	192,500
Beach renourishment Project	-	770,000	-	-	-	770,000
Crystal Heights North	-	-	159,500	-	-	159,500
Middle School Athletic Complex Scoreboard Replacements	-	-	52,800	77,000	77,000	206,800
Constitution Park Improvements	-	-	141,900	81,675	-	223,575
Oveta McKeithen Recreational Complex Improvements	-	-	103,400	-	-	103,400
Quiet Waters Athletic Park Restroom Building	-	-	-	682,000	-	682,000
19th Ave Park Playground	-	-	-	143,000	-	143,000
Hillsboro Community Center Parking Lot Expansion	-	-	-	484,055	-	484,055
Riverview Playground	-	-	-	-	550,000	550,000
Tedder Community Park	-	-	-	-	220,000	220,000
Total Infrastructure Projects	$ 1,016,480	$ 4,980,151	$ 3,311,942	$ 3,571,172	$ 1,468,157	$ 14,347,902

City of Deerfield Beach
General Fund
Capital Expenditures by Category

	FY21	FY22	FY23	FY24	FY25	Total Budget
Equipment/Fleet						
ITS Switch Replacement	$ 20,000	$ 20,000	$ 20,000	$ 44,000	$ 46,320	$ 150,320
Fire Engines	862,000	862,000	-	-	-	1,724,000
Fire Rescue Trucks	768,000	395,000	403,200	423,360	-	1,989,560
Toyota Rav-4	30,395	-	-	-	-	30,395
Ford F-250	40,000	-	-	-	-	40,000
Mini Excavator	-	44,000	-	-	-	44,000
Ford E150 Van	-	31,000	31,000	62,000	31,000	155,000
Barber Surf Rake	-	65,000	65,000	-	-	130,000
Sterling 19' Box Truck	-	42,500	-	-	-	42,500
T250 Irrigation Van	-	28,000	-	-	-	28,000
Ford F350 Pickup Truck	-	35,000	-	-	-	35,000
Ford F250 Pickup Truck	-	68,000	120,000	68,000	68,000	324,000
Ford F450 Dump Truck	-	50,000	50,000	-	50,000	150,000
Ford F350 Stake body w/Liftgate	-	-	45,000	45,000	-	90,000
Toyota Tundra	-	-	30,000	30,000	30,000	90,000
Toyota Rav 4	-	-	-	28,300	-	28,300
Total Equipment/Fleet	$ 1,720,395	$ 1,640,500	$ 764,200	$ 700,660	$ 225,320	$ 5,051,075
Total Expenditures & Other Financing Uses	**$ 2,736,875**	**$ 6,620,651**	**$ 4,076,142**	**$ 4,271,832**	**$ 1,693,477**	**$ 19,398,977**

City of Deerfield Beach
Road & Bridge Fund
Capital Expenditures by Category

	FY21	FY22	FY23	FY24	FY25	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Local Option Gas Tax	$ 45,000	$ 1,170,000	$ 4,653,500	$ 6,540,000	$ 4,477,500	$ 16,885,999
Other Grant Funds	-	57,200	403,892	-	-	461,092
Surtax Program	3,033,200	-	3,143,500	5,030,000	467,500	11,674,199
TOTAL REVENUES & OTHER FINANCING SOURCES	**$ 3,078,200**	**$ 1,227,200**	**$ 8,200,892**	**$ 11,569,999**	**$ 4,945,000**	**$ 29,021,291**
EXPENDITURES AND OTHER FINANCING USES						
Infrastructure Projects						
Pioneer Grove Corridor	$ 300,000	$ -	$ 2,500,000	$ 2,500,000	$ -	$ 5,299,999
City Bridge Rehabilitation	1,453,200	400,000	400,000	400,000	400,000	3,053,200
FAU Research Park Blvd	480,000	-	1,287,000	5,060,000	935,000	7,762,000
Pedestrian Lighting Improvements	800,000	-	-	-	-	800,000
SRTS - Deerfield Park Elementary	-	57,200	403,892	-	-	461,092
FEC Fence (10th to Sample)	-	200,000	200,000	200,000	200,000	799,999
Parking Lot Resurfacing	-	220,000	110,000	110,000	110,000	550,000
Truck Wash Facility	-	75,000	-	-	-	75,000
Streetscape Improvements	-	275,000	-	-	-	275,000
Street Resurfacing	-	-	3,300,000	3,300,000	3,300,000	9,900,000
TOTAL INFRASTRUCTURE PROJECTS	**$ 3,033,200**	**$ 1,227,200**	**$ 8,200,892**	**$ 11,569,999**	**$ 4,945,000**	**$ 28,976,291**
Equipment/Fleet						
Ford F250	$ 45,000	$ -	$ -	$ -	$ -	$ 45,000
TOTAL EQUIPMENT/FLEET	**$ 45,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 45,000**
TOTAL EXPENDITURES & OTHER FINANCING USES	**$ 3,078,200**	**$ 1,227,200**	**$ 8,200,892**	**$ 11,569,999**	**$ 4,945,000**	**$ 29,021,291**

City of Deerfield Beach
Solid Waste Fund
Capital Expenditures by Category

	FY21	FY22	FY23	FY24	FY25	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Lease/Purchase Proceeds	$ -	$ 1,209,692	$ 1,012,174	$ 1,374,084	$ 1,124,405	$ 4,720,356
TOTAL REVENUES & OTHER FINANCING SOURCES	**$ -**	**$ 1,209,692**	**$ 1,012,174**	**$ 1,374,084**	**$ 1,124,405**	**$ 4,720,356**
Equipment/Fleet						
Auto Side Load	$ -	$ 379,092	$ 401,838	$ 425,948	$ 451,505	$ 1,658,383
Front Loader	-	323,000	342,380	362,923	407,780	1,436,083
Grapple Trucks	-	222,600	235,956	250,113	265,120	973,790
Roll Off Truck	-	285,000	-	302,100	-	587,100
Pickup Truck replacement - Toyota	-	-	32,000	33,000	-	65,000
TOTAL EQUIPMENT/FLEET	**$ -**	**$ 1,209,692**	**$ 1,012,174**	**$ 1,374,084**	**$ 1,124,405**	**$ 4,720,356**
TOTAL EXPENDITURES & OTHER FINANCING USES	**$ -**	**$ 1,209,692**	**$ 1,012,174**	**$ 1,374,084**	**$ 1,124,405**	**$ 4,720,356**

City of Deerfield Beach
Utility Fund
Capital Expenditures by Category

	FY21	FY22	FY23	FY24	FY25	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Charges for Services	$ 181,000	$ 843,000	$ 4,570,000	$ 8,513,800	$ 7,190,000	$ 21,297,800
TOTAL REVENUES & OTHER FINANCING SOURCES	**$ 181,000**	**$ 843,000**	**$ 4,570,000**	**$ 8,513,800**	**$ 7,190,000**	**$ 21,297,800**
EXPENDITURES AND OTHER FINANCING USES						
Infrastructure Projects						
Rehabilitation of Manholes	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 200,000
RO Degassifier Pumps & Motor Replacement	56,000	-	-	-	-	56,000
Nano & RO Pretreatment Upgrade	-	280,000	2,540,000	-	-	2,820,000
Filter Level and Valve Controls	-	130,000	-	-	-	130,000
Pioneer Grove Water & Sewer Upgrades	-	100,000	100,000	100,000	100,000	400,000
Hydrant Replacement Plan	-	50,000	50,000	50,000	50,000	200,000
Lift Station Equipment Replacement	-	50,000	50,000	50,000	50,000	200,000
Ion Exchange System	-	-	1,500,000	6,750,000	6,750,000	15,000,000
RO - Degasifier & Scrubber Media Replacement	-	-	50,000	400,000	-	450,000
Ammonia Gas Conversion	-	-	80,000	600,000	-	680,000
Lime Softening Facility Demolition	-	-	-	523,800	-	523,800
TOTAL INFRASTRUCTURE PROJECTS	**$ 96,000**	**$ 650,000**	**$ 4,410,000**	**$ 8,513,800**	**$ 6,990,000**	**$ 20,659,800**
Equipment/Fleet						
Ford F650 Dump Truck Replacement	$ 85,000	$ -	$ -	$ -	$ -	$ 85,000
Ford F-350 w/Utility Bed Replacement	-	110,000	55,000	-	-	165,000
Ford F-250 w/Utility Bed Replacement	-	48,000	-	-	-	48,000
Ford F-150 Replacement	-	35,000	-	-	-	35,000
Ford F550 w/Utility Bed Replacement	-	-	75,000	-	-	75,000
Toyota Tacoma Replacement	-	-	30,000	-	-	30,000
Boom Truck Replacement	-	-	-	-	200,000	200,000
TOTAL EQUIPMENT/FLEET	**$ 85,000**	**$ 193,000**	**$ 160,000**	**$ -**	**$ 200,000**	**$ 638,000**
TOTAL EXPENDITURES & OTHER FINANCING USES	**$ 181,000**	**$ 843,000**	**$ 4,570,000**	**$ 8,513,800**	**$ 7,190,000**	**$ 21,297,800**

City of Deerfield Beach
Stormwater Fund
Capital Expenditures by Category

	FY21	FY22	FY23	FY24	FY25	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Stormwater Fees	$ 420,000	$ 493,500	$ 1,335,000	$ 400,000	$ 400,000	$ 3,048,500
TOTAL REVENUES & OTHER FINANCING SOURCES	**$ 420,000**	**$ 493,500**	**$ 1,335,000**	**$ 400,000**	**$ 400,000**	**$ 3,048,500**
EXPENDITURES AND OTHER FINANCING USES						
Infrastructure Projects						
Citywide Stormwater Improvements	$ 375,000	$ 400,000	$ 400,000	$ 400,000	$ 400,000	$ 1,975,000
Crystal Lake Drainage and Paving	-	93,500	935,000	-	-	1,028,500
TOTAL INFRASTRUCTURE PROJECTS	**$ 375,000**	**$ 493,500**	**$ 1,335,000**	**$ 400,000**	**$ 400,000**	**$ 3,003,500**
Equipment/Fleet						
Ford F-250 w/ Tow Package	$ 45,000	$ -	$ -	$ -	$ -	$ 45,000
TOTAL EQUIPMENT/FLEET	**$ 45,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 45,000**
TOTAL EXPENDITURES & OTHER FINANCING USES	**$ 420,000**	**$ 493,500**	**$ 1,335,000**	**$ 400,000**	**$ 400,000**	**$ 3,048,500**

City of Deerfield Beach
Water/Sewer Renewal & Replacement Fund
Capital Expenditures by Category

	FY21	FY22	FY23	FY24	FY25	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Utility Charges for Services (Interfund Transfers)	$ 4,720,000	$ 4,595,000	$ 1,830,000	$ 3,205,000	$ 1,845,000	$ 16,195,000
TOTAL REVENUES & OTHER FINANCING SOURCES	**$ 4,720,000**	**$ 4,595,000**	**$ 1,830,000**	**$ 3,205,000**	**$ 1,845,000**	**$ 16,195,000**
EXPENDITURES AND OTHER FINANCING USES						
Infrastructure Projects						
Advanced Metering Infrastructure (AMI)	$ 2,250,000	$ 2,250,000	$ 70,000	$ 70,000	$ 70,000	$ 4,710,000
West Plant Disinfection Process Improvements	2,000,000	-	-	-	-	2,000,000
Gravity Sewer Lateral Lining Program	75,000	75,000	75,000	75,000	75,000	375,000
Water Main Pipe repair & replacement	200,000	200,000	200,000	400,000	400,000	1,400,000
General Building Faculty Improvements	50,000	100,000	100,000	100,000	100,000	450,000
Plant Security	105,000	-	-	-	-	105,000
Bulk Storage Tank Replacement	40,000	-	-	220,000	-	260,000
Gravity Sewer Lining & Repair	-	200,000	200,000	200,000	200,000	800,000
RO-Element Replacement & Train Refurbishment	-	70,000	700,000	-	-	770,000
Raw Water Feed- Well Rehabilitation & Upgrade	-	200,000	-	200,000	-	400,000
ES Building Renovations / HVAC Renovations	-	1,500,000	-	-	-	1,500,000
Nano Filtration- Degasified Media Replacement	-	-	55,000	440,000	-	495,000
Nano Filtration- Element Replacement & Train Refurbishment	-	-	430,000	1,000,000	1,000,000	2,430,000
PLC System Upgrade WTP	-	-	-	500,000	-	500,000
TOTAL INFRASTRUCTURE PROJECTS	**$ 4,720,000**	**$ 4,595,000**	**$ 1,830,000**	**$ 3,205,000**	**$ 1,845,000**	**$ 16,195,000**
TOTAL EXPENDITURES & OTHER FINANCING USES	**$ 4,720,000**	**$ 4,595,000**	**$ 1,830,000**	**$ 3,205,000**	**$ 1,845,000**	**$ 16,195,000**

City of Deerfield Beach
Community Development Block Grant Fund
Capital Expenditures by Category

	FY21	FY22	FY23	FY24	FY25	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Block Grant Revenues	$ 150,000	$ 82,500	$ -	$ -	$ -	$ 232,500
Total Revenues & Other Financing Sources	**$ 150,000**	**$ 82,500**	**$ -**	**$ -**	**$ -**	**$ 232,500**
EXPENDITURES AND OTHER FINANCING USES						
Infrastructure Projects						
Oveta McKeithen Recreational Complex Playground	$ 150,000	$ 82,500	$ -	$ -	$ -	$ 232,500
Total Infrastructure Projects	150,000	82,500	-	-	-	232,500
Total Expenditures & Other Financing Uses	**$ 150,000**	**$ 82,500**	**$ -**	**$ -**	**$ -**	**$ 232,500**

City of Deerfield Beach
General Obligation/Revenue Bonds
Capital Expenditures by Category

	FY21	FY22	FY23	FY24	FY25	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
General Obligation/Revenue Bonds	$ 24,157,038	$ 2,046,236	$ -	$ -	$ -	$ 26,203,274
TOTAL REVENUES & OTHER FINANCING SOURCES	$ 24,157,038	$ 2,046,236	$ -	$ -	$ -	$ 26,203,274
EXPENDITURES AND OTHER FINANCING USES						
Infrastructure Projects						
Tigner Center	$ 9,505,169	$ 912,973	$ -	$ -	$ -	$ 10,418,142
Center for Active Aging	11,517,082	215,000	-	-	-	11,732,082
City Hall Renovations	3,134,787	918,263	-	-	-	4,053,051
TOTAL INFRASTRUCTURE PROJECTS	$ 24,157,038	$ 2,046,236	$ -	$ -	$ -	$ 26,203,274
TOTAL EXPENDITURES & OTHER FINANCING USES	$ 24,157,038	$ 2,046,236	$ -	$ -	$ -	$ 26,203,274

LEVEL OF PRIORITY CODES:

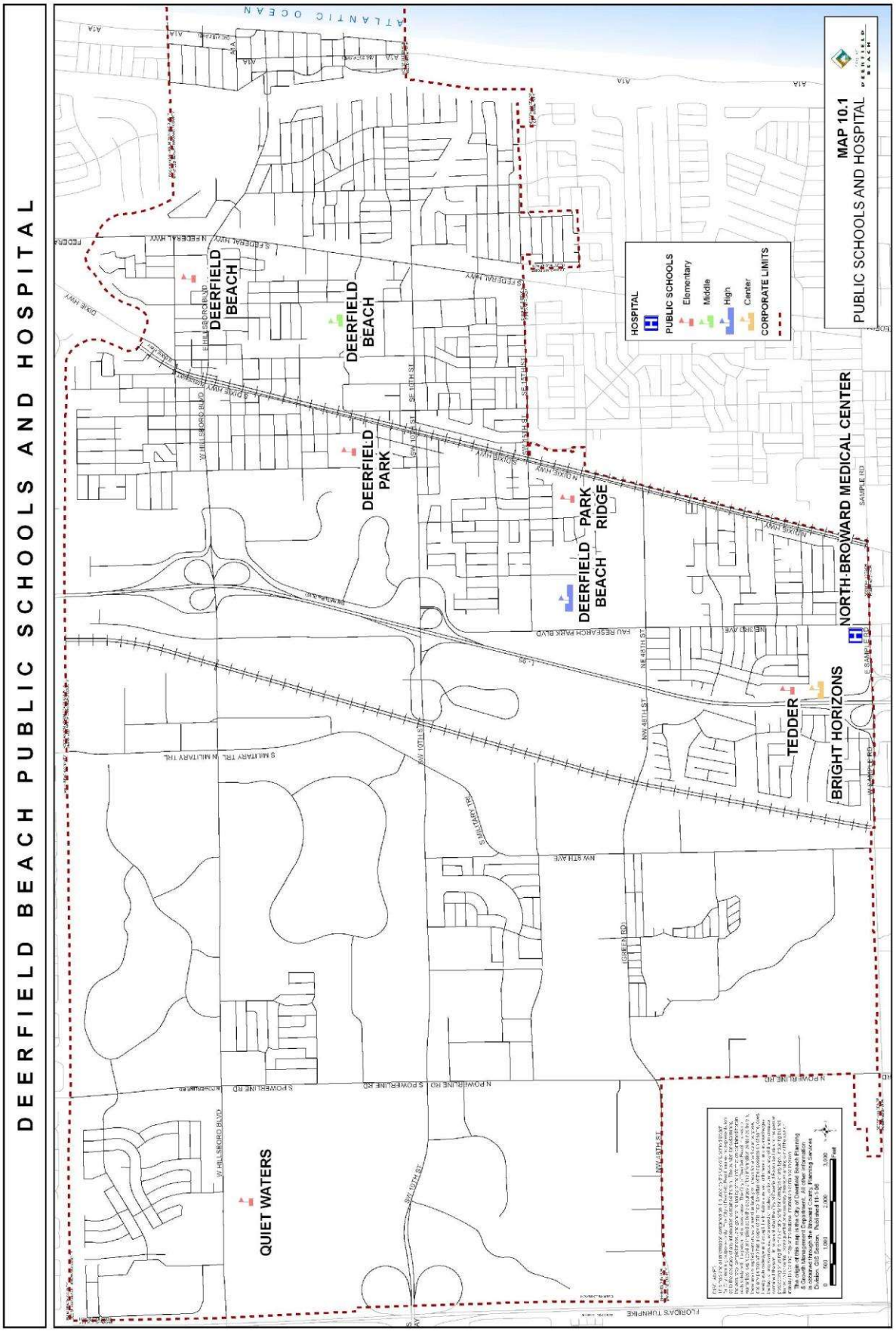
1.) Safety: Project is needed to reduce or eliminate an unsafe condition or provide additional safety.
2.) Leverage Funds: Project is partially funded by others (grant match, partnering entity, etc.)
3.) Level of Service: Project is needed to maintain an adopted LOS or address a deficiency.
4.) Enhancement Project: None of the above apply.

FUNDING SOURCE CODES:

1. - General Fund
2. – Road and Bridge Fund
3. – Solid Waste Fund
4. – Utility Operating Fund
5. – Stormwater fee
6. – W/S Renewal & Replacement Fund
7. – Grant Funds
8. – State Revolving Loan Fund
9. – Fl. Muni. Loan Council Rev. Bonds
10 – CDBG Fund
11. – Transportation Improvement Program
12. – Cemetery Fund
13. – Parks & Recreation Impact Fees

10.4.1.3 Public Education and Public Health Systems Facilities

The geographic locations of all public schools and hospitals within the City's jurisdiction are depicted on Map 10.1. Since the City is considered "built-out", the Broward County School Board has not proposed any new school facility within the City for the next 5 years. The North Broward Hospital District includes the entire City as the regional public health facility. No new hospitals are expected to be built in the City. Both public schools and hospitals operate under their own taxing district and thus fund their own infrastructure needs. The City does not fund or operate any public school or hospital. The existing infrastructure to support schools and the hospital meet level of service standards. Impact fees for future expansion of these public facilities may be waived by the County.


DEERFIELD BEACH PUBLIC SCHOOLS AND HOSPITAL
MAP 10.1
PUBLIC SCHOOLS AND HOSPITAL
HOSPITAL
PUBLIC SCHOOLS
Elementary
Middle
High
Center
CORPORATE LIMITS
ATLANTIC OCEAN
DEERFIELD BEACH
DEERFIELD BEACH
DEERFIELD PARK
DEERFIELD BEACH PARK RIDGE
NORTH-BROWARD MEDICAL CENTER
TEDDER
BRIGHT HORIZONS
QUIET WATERS

10.4.2 REVENUE RESOURCES AND FUNDING MECHANISMS

The City's five-year Capital Improvement Plan (CIP) is developed separately from the operating budget and is presented to the City Commission for approval on an annual basis. The Capital Projects Funds, which account for general capital improvements are financed from various governmental fund sources and are not accounted for in the operating budget. However, debt service on capital projects is included in the operating budget, (including debt service on new borrowings for capital projects based on the maximum amount authorized). Each year during the budgetary process the City Commission identifies priorities for the upcoming year, and approves funding based upon available levels of resources.

The City presently derives funds for capital improvements from the following primary sources: the general fund, road and bridge fund, general obligation bonds, water and sewer enterprise fund, solid waste enterprise fund and other sources of funding. These sources are described in greater detail below:

Governmental Funds

- **General Fund**

The general fund is comprised of revenues from property taxes, franchise fees, licenses and permits, intergovernmental revenue, charges for services and fines and forfeitures. The FY 21 budget for general fund revenue for capital expenditures is $2.7 million. This is 30% higher than the previous year's budget of $2.1 million.

- **Road and Bridge Fund**

The road and bridge fund is a special revenue fund that accounts for the proceeds from motor fuel tax revenues that are restricted to the acquisition and maintenance of roads and bridges. This fund has budgeted revenues of $3.07 million in fiscal year 2021, an increase of 7 times the amount from the budgeted amount of $430 thousand in the prior fiscal year.

- **Community Development Block Grant Fund**

FY21 plans for the Community Development Block Grant Fund are for $150,000 for replacements to the playground at the Oveta McKeithen Complex, originally installed in 1998. No funds were allocated in FY20 for capital projects.

Enterprise Funds

- **Solid Waste Fund**

The solid waste fund accounts for the provision of solid waste services to the City's residents. For FY21, there are no budgeted items designated for this fund. The budget in fiscal year 2020 was $375,000.

- **Utility Operating Fund**

The utility operating fund includes major replacements and rehabilitations of items such as fire hydrants, manholes and lift stations. The FY21 budget for the utility fund is $181,000. This is a decrease of 2.2 times from the FY20 budget amount of $405,000.

- **Stormwater Fund**

The stormwater fund was implemented in 2019 and seeks to perform renovation to existing service to improve stormwater capacity. The 2021 budget for the stormwater fund is $420,000 or 12% more than the FY20 budgeted amount of $375,000.

- **Water/Sewer Renewal and Replacement Fund**

The water and sewer fund accounts for the provision of water and sewer services to the City's residents. The primary sources of revenue for this fund are charges for water and sewer service. The City Commission approved increases to the water and sewer rates for utility customers in March 2008. Restrictions imposed by the South Florida Water Management District along with the issuance of $17 million in revenue bonds in August 2008 resulted in the need for increased rates. The 2021 budget for the water and sewer fund is $4.7 million, or a 15% decrease from the previous year of $5.4 million.

- **General Obligation Bonds**

Funding from general obligation bonds is an ongoing program to renovate City Hall and the Center for Active Aging and the improvements to the Tigner Center. The FY21 budget for General Obligation Bonds is $24.1 million. This is an increase of 12% over the FY20 amount of $21.5 million.

10.4.2.1 Major Sources of Revenue

Property Taxes

The City of Deerfield Beach taxes property owners based upon the assessed value of their property. The assessed value of property is established by the Broward County Property Appraiser. The city sets the millage rate at which property owners are taxed. One mill generates $1 of tax revenue per each $1,000 of assessed property value. For Fiscal Year 2021, the property appraiser certified the city's taxable value at $7,972,101,795. This will generate $46,096,192, which is 23.6% of the total budgeted revenues. This increase of 6.2% over the estimated property tax revenue of the previous year is primarily the result of an increase in the taxable values of properties. Property taxes are the single largest source of revenue in the General Fund.

Public Service Tax

The municipal public service tax is locally imposed and administered by municipalities and charter counties under Chapter 166, Florida Statutes. This tax is levied on six utility services: natural gas, liquefied petroleum, manufactured gas, electric, water, and fuel oil/kerosene. On November 6, 1979, a special referendum election was held repealing this tax. Pursuant to State law, however, the City Commission re-enacted this tax for the fiscal year beginning October 1, 2011. This tax comprises approximately 4.5% of total citywide budgeted revenues.

Franchise Fees

Franchise fees are charges to service providers which operate within the City. The charge is based upon a percentage of gross receipts, a flat fee or a combination of both. Revenue estimates are based on rate increase information received from the companies, anticipated growth and historical trends.

Electric franchise fees constitute the largest source of franchise fee revenue. This revenue source fluctuates based upon petroleum prices and supply and demand. Combined franchise fee revenue is expected to decrease from the previous year, owing largely to a 6.4% decrease in the projection for the communications services tax. The decrease in the projected collections from telecommunications taxes stems from periodic annual adjustments that are done by the Florida Department of Revenue as well as overall decreases in the taxable base for telecommunications services. The total projected revenue from franchise fees accounts for 3% of total citywide budget revenues.

Building Permits

Building permits are fees collected in the Building Fund for building additions, new construction and alterations. Building permit fees are further categorized by specific type of fee which include: building/structural, electrical, plumbing and mechanical. Fees from building permits comprise 2.6% of the total city revenues. This revenue source is expected to increase by 3.8% during the upcoming fiscal year.

State Shared Revenues

State shared revenues are monies collected by the State of Florida for the following:

Source of Revenue	*Budgeted Revenue* FY20	FY21	Dollar Change	Percentage Change
Mobile home licenses	$ 9,000	$ 8,500	$ (500)	-6%
Alcoholic beverage licenses	43,600	30,000	(13,600)	-31%
Half-cent sales tax	5,506,057	4,672,088	(833,969)	-15%
Motor fuel tax rebate	38,452	29,610	(8,842)	-23%
State revenue sharing	2,826,965	2,704,556	(122,409)	-4%
Total	$ 8,424,074	$ 7,444,754	$ (979,320)	-12%

The amounts distributed are determined by the State and are based upon receipts, population and municipal assessed value per capita. The half-cent sales tax makes up the greatest portion of this source of revenue.

Charges for Service-Public Safety

Ambulance service fees are estimated to be $2,560,473 for Fiscal Year 2021. Further, the fire protection assessment fee is estimated to be $13,014,824 which is a marginal increase from the previous year's amount of $12,824,429. These two fees, combined with other public safety charges such as fire inspection fees and public safety impact fees make up 8% of the city's total revenues.

Local Option Gas tax

Local governments may impose a tax on every gallon of motor fuel and special fuel sold by retailers in accordance with Florida Statutes Section 336.025. This Road and Bridge Fund revenue source fluctuates with the economy and with oil prices. Budgeted revenues from this

source are 1% of the total city revenues and are expected to increase slightly from the previous year.

Charges for Service – Water, Sewer and Solid Waste
Charges for service in the Utility Fund and the Solid Waste Fund are 12.5% and 8.6%, respectively, of the city's total revenues. The provision of water and sewer and solid waste disposal services to the residents of the city are accounted for in these two funds. Charges for services in both funds are expected to decline over the previous year.

10.5 ANALYSIS

10.5.1 LOCAL PRACTICES GUIDING TIMING AND LOCATION OF PUBLIC FACILITIES

The City prepares and adopts annual operating budgets for its departments. Capital improvement needs, as well as related funding are identified during this process. Each department is responsible for determining their specific capital needs in accordance with the City's five-year capital improvement program. Projects that involve multi-jurisdictional facilities, such as the State of Florida or Broward County are coordinated in collaboration with the relevant agency. The City's five-year capital improvement program is supported by a projection of revenues to ensure its feasibility. There are several important factors that play a key role in the determination of the need for capital improvements. These include the need for specific capital enhancements due to demand resulting from growth, the coordination of projects with other governmental agencies to achieve economies of scale, the need for capital improvements due to facility deterioration and the need to continue an acceptable level of service. For these reasons the annual operating budget and the CIP are created each year as companion documents for the review by the City Commission, based upon the following funding policies:

- the City will develop and update a five-year CIP on an annual basis;
- the mission of the organization is to enhance the quality of life within our community through a proactive and effective government;
- continued maintenance and repair of city facilities;
- maximization of city resources, availability of funds and reflection of sound fiscal policies including infrastructure investments;
- capital improvements to include items/projects that have a life expectancy of over one year and a cost in excess of $25,000, and;
- capital improvements to be ranked in order of priority by city staff based upon the proposed guidelines contained in Policy CIE 1.1.3 of this Element.

10.5.2 FISCAL IMPLICATION OF DEFICIENCIES IN SUPPORT OF THE FUTURE LAND USE ELEMENT

Per the 2014 EAR analysis, the City meets and will continue to meet LOS standards throughout the 2030 planning period. An analysis of the City's ability to meet the 2030 LOS requirement for

recreation indicates that current park acreage exceeds the 2040 requirement by 15.55 acres. The recreation projects listed in the five-year schedule for capital improvement projects are included to meet the goals, objectives and policies of the recreation element, rather than meeting LOS standards. The funding for large recreation projects is generally listed in the fourth and fifth year of the capital improvement schedule. Water Supply projects generally have committed funding and are listed in the first three years of the five-year schedule of capital improvements

Table 10.5 summarizes the capital improvement expenditures by their functional category.

10.5.3 COSTS OF NEEDED CAPITAL IMPROVEMENTS AND BASIS OF COST ESTIMATES

The City of Deerfield Beach's CIP process begins with city departments submitting their five-year capital project needs and annual operating budget requests to the Planning & Development Services Department. Department directors use a capital improvement project request form to help guide them through the process. Key components of the request form include a category of capital expenditures and the relationship to the City's goals and objectives. The Planning & Development Services Department, in conjunction with the Finance Director, then reviews the project requests and produces a 5-year capital improvement plan for review and consideration by the City Commission.

The estimated 2021-2025 project costs as indicated on Tables 10.3 were by City staff using the latest version of R.S. Means Construction Costs and bid tabs with unit costs from previous projects. With the recent increase in material and labor costs, the City has found that the review of recent bids and their costs from similar projects to be the best indicator of future project costs.

Table 10.4 Five-Year Schedule of Capital Improvements
Summary by Functional Category FY 2021-2025

FUNDING SOURCE CODES	TOTAL	
1 - General Fund		$19,398,977
2 - Road and Bridge Fund		$29,021,291
3 - Solid Waste Fund		$ 4,720,356
4 - Utility Operating Fund		$21,297,800
5 - Stormwater Fee		$ 3,048,500
6 - W/S Renewal & Replacement Fund		$16,195,000
7 - Grant Funds		-
8 - General Obligation/Revenue Bonds		$26,203,274
9 - FL Municipal Loan Council Revenue Bonds		-
10 - Community Development Block Grant Fund		$ 232,500
TOTAL		$120,117,698
FUNDING BY YEAR	ESTIMATED COST	
Fiscal Year 2021		$35,443,113
Fiscal Year 2022		$17,117,779
Fiscal Year 2023		$21,024,208
Fiscal Year 2024		$29,334,715
Fiscal Year 2025		$17,197,882
TOTAL		$120,117,698

10.5.4 IMPACT OF PUBLIC EDUCATIONAL AND HEALTH CARE SYSTEMS ON INFRASTRUCTURE

Based upon the Broward County School Board (BCSB) District Educational Facilities Plan. No new elementary, middle, or high schools are proposed within the City. It has been determined that existing schools are adequately served by current roadways, sanitary sewer, solid waste, drainage, potable water and recreation facilities.

10.5.5 SUPPORT OF THE FUTURE LAND USE ELEMENT AND PLAN

The platting and concurrency process established by Broward County and discussed in the Plan ensures that future capital facilities are in place when needed by a new development or a significant redevelopment. Any major increase in density or intensity of use in the City would require a land use amendment which would be reviewed by the County's Planning Council.

Due to the nearly built-out nature of the City, the issue of timing and location of capital improvements to public facilities is insignificant. As of 2020, there were only 171.43 acres of vacant land, or .02% percent of total land remaining in the City. Public utilities and services either are available or are within close proximity to all of these parcels.

The most likely land use scenario in the future is to see redevelopment of underutilized residential parcels at higher densities, redevelopment of blighted commercial areas into new residential, commercial or mixed use projects, and development of vacant land at the highest density and intensity permitted or as mixed use. This combination of land uses will accommodate the projected population growth and land use needs. The resulting concern for public facilities and services is the ability to accommodate increased densities. This is analyzed in detail in the Utilities Element. The requirements and goals of the South Florida Water Management District have also been taken into consideration within the Utilities Element. The effect of increased density on transportation and transit has been addressed in the Transportation Element.

The five-year schedule of capital improvement is sufficient in its timing and location to support efficient land development and support the goals, objectives and policies of the Future Land Use Element.

10.6 MONITORING AND EVALUATION

The monitoring and evaluation of the progress of the composite comprehensive plan will be coordinated by the City's Planning & Development Services Department.

The Capital Improvements Element will be revised on an annual basis in response to change in the Capital Improvement Program and City Budget. The Planning and Development Services Department will work very closely with the Management and Budget Department to ensure that the comprehensive plan remains financially feasible and adopted by December 1 of each year per Section 163.3177 (3) (b) F.S. This review will include the following considerations:

- The Capital Improvement Element's consistency with the other elements, the state plan, the regional plan, the county plan and its support of the Future Land Use Element.
- The appropriateness of the priority assigned to the various capital improvement projects.
- The progress made in meeting those needs which have been deemed to be existing deficiencies.
- The city's effectiveness in maintaining the adopted level of service (LOS) standards.
- A revision of the Five-Year Schedule of Capital Improvements in concert with the city's future capital improvement needs.

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-672

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

Agenda Date: 11/10/2020

Status: PUBLIC HEARINGS – FIRST READING

In Control: City Commission

Title
P.H. 2021-011: ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY OF DEERFIELD BEACH LAND USE PLAN MAP DESIGNATION FOR FOUR PARCELS TOTALING APPROXIMATELY 5.7 ACRES LOCATED AT 201, 221, 231 & 299 N. FEDERAL HIGHWAY FROM COMMERCIAL (5.1 ACRES) AND RESIDENTIAL MODERATE (.6 ACRES) TO RESIDENTIAL IRREGULAR (48.6 DWELLING UNITS/ACRE); PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN ACCORDINGLY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Recommended Action
Commission to vote on Ordinance and transmit to County

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

Background/History
The applicant, CRD Federal LLC, is seeking approval for a small scale Land Use Plan Amendment (LUPA) to change the City of Deerfield Beach Future Land Use designation on four (4) parcels totaling 5.7 gross acres from Commercial (5.1 acres) and Residential Moderate - 10 du/ac (.6 acres) to Residential Irregular – 48.6 du/ac.

The subject properties are currently utilized as office (“Eller Building”) with some vacant parcels. The LUPA application identifies the intent of developing the site with up to 277 mid-rise (5-story) multi-family dwelling units.

Separate applications for rezoning and site plan approval will be required, in addition to this Land Use Plan amendment application, which will provide further details with respect to the design, layout and density of the proposed development parcel.

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

On October 1, 2020, the Planning and Zoning Board recommended approval of the application with the following conditions:

1. Prior to issuance of the first residential building permit, the applicant shall pay the City five hundred dollars ($500) per dwelling unit for the maximum allowable 277 dwelling units on the property per the Residential Irregular (48.6) land use designation in the total amount of $138,500.00 to be used by the

City towards the City's affordable housing program.

2. Prior to or along with the initial submittal of the Development Agreement as required under Section 98-68. PDD, planned development district of the Land Development Code, the applicant will fully detail the improvements along NE 2nd Street (NE Eller Street), between Federal Highway and NE 6th Avenue. Public benefits are required to be demonstrated as part of the rezoning application.

3. Prior to or along with the initial submittal of the rezoning and site plan applications, the City must receive documentation from Florida Power & Light (FP&L) that acknowledges the applicant's request to underground powerlines along western property line. If the applicant is unable to reach an agreement with FP&L, the applicant recognizes that they must maintain a sufficient landscape buffer and building setback along the western property line that does not impact the above ground utilities.

4. A restrictive covenant, approved by the City Attorney, prohibiting the use of the subject property as a residential treatment center shall be legally recorded on all affected parcels and submitted to the City. This is an additional condition in addition to Conditions 1 – 3 recommended by staff. Should the City Commission decide to include this condition of approval, staff recommends requiring recordation of the restrictive covenant in the public records of Broward County prior to issuance of the first residential building permit for the project.

Recommendation
Consideration.

ORDINANCE NO. 2020/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY OF DEERFIELD BEACH LAND USE PLAN MAP DESIGNATION ON FOUR PARCELS TOTALING APPROXIMATELY 5.7 ACRES LOCATED AT 201, 221, 231 & 299 N. FEDERAL HIGHWAY FROM COMMERCIAL (5.1 ACRES) AND RESIDENTIAL MODERATE (.6 ACRES) TO RESIDENTIAL IRREGULAR (48.6 DWELLING UNITS/ACRE); PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN ACCORDINGLY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach received Small Scale Land Use Plan Amendment Application #64A (the "LUPA Application") from CRD Federal, LLC (the "Applicant") to amend the City's Future Land Use Plan map designation of +-5.7 gross acres from Commercial (5.1 Acres) and Residential Moderate (.6 Acres), to Residential Irregular (48.6 Dwelling Units/Acre) for the four parcels located at 201, 221, 231 & 299 N. Federal Highway, Deerfield Beach, and more particularly described in the file (collectively, the "Property"); and

WHEREAS, on October 1, 2020, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, held a duly noticed public hearing to review the LUPA Application for the Property, and voted to recommend approval of the LUPA Application with three staff recommended conditions and an additional condition proffered by the Applicant; and

WHEREAS, pursuant to Florida Statutes, City staff has conducted the necessary planning review required for amendments to the Land Use Plan and the City Commission has conducted the required duly advertised public hearing; and

WHEREAS, the City Commission, after review of the recommendations of the Director of Planning and Development Services, the Local Planning Agency, comments made at a public hearing, and careful consideration of the issues, finds that there is sufficient data, analysis and support for the LUPA Application and finds that the proposed Land Use Plan Amendment is consistent with the goals, objectives and policies of the Future Land Use Element and the Comprehensive Plan and is compatible with surrounding development.

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 made a part hereof.

Section 2. The City of Deerfield Beach hereby approves the LUPA Application for the Property and hereby amends the Future Land Use Map designation of +-5.7 gross acres from 5.1 gross acres of Commercial and .6 acres of Residential Moderate (10 du/acre) to Residential Irregular (48.6 du/acre) (the "LUPA Amendment"), subject to compliance with all of the following conditions, which shall be satisfied by the Applicant:

A. Prior to issuance of the first residential building permit, the Applicant shall pay the City five hundred dollars ($500) per dwelling unit for the maximum allowable 277 dwelling units on the property per the Residential Irregular (48.6) land use designation in the total amount of $138,500.00 to be used by the City towards the City's affordable housing program.

B. Prior to or along with the initial submittal of the Development Agreement as required under Section 98-68. PDD, planned development district of the Land Development Code, the Applicant will fully detail the improvements along NE 2nd Street (NE Eller Street), between Federal Highway and NE 6th Avenue. Public benefits are required to be demonstrated as part of the rezoning application in accordance with the City Code.

C. Prior to or along with the initial submittal of the rezoning and site plan applications, the City must receive documentation from Florida Power & Light (FP&L) that acknowledges the Applicant's request to underground powerlines along western property line. If the Applicant is unable to reach an agreement with FP&L, the Applicant must maintain a sufficient landscape buffer and building setback along the western property line that does not impact the above ground utilities.

D. Prior to issuance of the first residential building permit for the project, Applicant shall record a restrictive covenant in the public records of Broward County, in a form approved by the City Attorney, prohibiting the use of the Property as a residential treatment center and such recorded covenant shall be submitted to the City.

Section 3. The LUPA Amendment shall be effective upon certification by the Broward County Planning Council, at which time the Future Land Use Plan of the City of Deerfield Beach shall be revised accordingly, or as otherwise provided by law.

Section 4. All sections or parts of the City Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 5. If any word, phrase, clause, sentence, or section of this Ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

Section 6. This Ordinance shall take effective immediately upon adoption on Second Reading.

PASSED AND ADOPTED ON FIRST READING THIS ____ DAY OF _____, 2020.

PASSED AND ADOPTED ON SECOND READING THIS ___ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

_____

BILL GANZ, MAYOR

ATTEST:

_____

SAMANTHA GILLYARD, CITY CLERK

Deerfield Beach
Florida

PUBLIC HEARING NOTICE

October 30, 2020

Dear Property Owner:

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

P.H. 2021-011: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY OF DEERFIELD BEACH LAND USE PLAN MAP DESIGNATION FOR FOUR PARCELS TOTALING APPROXIMATELY 5.7 ACRES LOCATED AT 201, 221, 231 & 299 N. FEDERAL HIGHWAY FROM COMMERCIAL (5.1 ACRES) AND RESIDENTIAL MODERATE (.6 ACRES) TO RESIDENTIAL IRREGULAR (48.6 DWELLING UNITS/ACRE); PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN ACCORDINGLY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

A public hearing will be held on **TUESDAY, NOVEMBER 10, 2020 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

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

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

Samantha Gillyard, CMC, City Clerk

Public Hearing Notice Map

Land Use Plan Amendment #64A

CRD Federal LLC

201, 221, 231, & 299 N Federal Hwy.

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

Deerfield Beach
Florida

0 200 400
Feet

Development Review Committee
Summary Report
Development Plan Application Review

General Information

Application No.	LUPA #64A
Applicant:	CRD FEDERAL LLC
Agent:	Dennis Mele, Esq. of Greenspoon Marder, LLP
Requested Action/Description:	Small Scale Land Use Plan Amendment to change the City of Deerfield Beach Future Land Use designation on four (4) parcels totaling 5.7 gross acres from Commercial (5.1 acres) and Residential Moderate - 10 du/ac (.6 acres) to Residential Irregular – 48.6 du/ac.
Location:	201, 221, 231, 299 N. Federal Hwy
Legal Description:	LOTS 8 AND 9, BLOCK 3, OF "DEERFIELD BEACH ESTATES SECTION A", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 39, PAGE 14, AND A PORTION OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA
Size:	5.7 gross acres
Existing Zoning:	RM-10 (Residence, Multifamily) and B-2 (Highway Business)
Existing Land Use:	Office and vacant land
Future Land Use Plan Designation:	Residential Moderate (10 du/ac) and Commercial

Surrounding Land Use and Zoning:

	Existing Land Use	Zoning
North:	Restaurant	B-2 (Highway Business)

East:	Office, Commercial, and Multifamily	B-2 (Highway Business)
South:	Office, Commercial, Duplex, Single-Family Residence	B-2 (Highway Business) and RM-10 (Residence, Multifamily)
West:	Single-Family and Duplex Units	RM-10 (Residence, Multifamily)

Applicable Regulations: City of Deerfield Beach Comprehensive Plan

Plat Restrictions: N/A

Department Comments & Requirements

REQUEST:

The applicant, CRD Federal LLC, is seeking approval for a small scale Land Use Plan Amendment (LUPA) to change the City of Deerfield Beach Future Land Use designation on four (4) parcels totaling 5.7 gross acres from Commercial (5.1 acres) and Residential Moderate - 10 du/ac (.6 acres) to Residential Irregular – 48.6 du/ac.

BACKGROUND:

The request is to amend the City's Future Land Use Map to change the designation of 5.7 gross acres of land west of Federal Highway between NE 2nd St (NE Eller St) and NE 4th St. The parcels are zoned RM-10 (Residence Multifamily) and B-2 (Highway Business) and located within the Coastal Community Special Architectural District.

The subject properties are currently utilized as office ("Eller Building") with some vacant parcels. The LUPA application identifies the intent of redeveloping the site with up to 277 mid-rise (5-story) multi-family dwelling units. A conceptual site plan is included with the application for information purposes, although submittal of a site plan application and staff review comments are not required at this stage.

As part of the requirements of the LUPA, the applicant is required to submit a traffic analysis for the change in land use, which is attached as Applicant Exhibit J. Additional traffic impact studies will be required as part of the rezoning and site plan. Additionally, the applicant has submitted an affordable housing analysis as Exhibit N of the application.

Separate applications for rezoning and site plan approval will be required, in addition to this Land Use Plan Amendment application, which will provide further details with respect to the design, layout and density of the proposed development parcel. Formal comment and review of the rezoning and site plan will be required upon submittal of the applications.

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

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

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

There is one outstanding comment (Planning & Zoning 'Conceptual Site Plan' Comment # 21) related to the rear building setbacks and FPL powerlines. The applicant will be required to address the comment as provided in the recommended Condition of Approval (Number 3) below.

All other staff comments have been addressed and subject to the outstanding comment regarding the FPL powerlines, the application is considered to be in compliance with the Comprehensive Plan. Staff comments are attached to this report.

On October 1, 2020, the Planning and Zoning Board recommended approval of the application with the following conditions:

1. Prior to issuance of the first residential building permit, the applicant shall pay the City five hundred dollars ($500) per dwelling unit for the maximum allowable 277 dwelling units on the property per the Residential Irregular (48.6) land use designation in the total amount of $138,500.00 to be used by the City towards the City's affordable housing program.

2. Prior to or along with the initial submittal of the Development Agreement as required under *Section 98-68. PDD, planned development district* of the Land Development Code, the applicant will fully detail the improvements along NE 2nd Street (NE Eller Street), between Federal Highway and NE 6th Avenue. Public benefits are required to be demonstrated as part of the rezoning application.

3. Prior to or along with the initial submittal of the rezoning and site plan applications, the City must receive documentation from FP&L that acknowledges the applicant's request to underground powerlines along western property line. If the applicant is unable to reach an agreement with FP&L, the applicant recognizes that they must maintain a sufficient landscape buffer and building setback along the western property line that does not impact the above ground utilities.

4. A restrictive covenant, approved by the City Attorney, prohibiting the use of the subject property as a residential treatment center shall be legally recorded on all affected parcels and submitted to the City. This is an additional condition in addition to Conditions 1 – 3 recommended by staff. Should the City Commission decide to include this condition of approval, staff recommends requiring recordation of the restrictive covenant in the public records of Broward County prior to issuance of the first residential building permit for the project.

STAFF SUMMARY:

Staff's review of application LUPA #64A has found that the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan.

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

DEVELOPMENT REVIEW COMMITTEE

Project Name:	**CRD Federal LUPA**	**Application No.:**	**64A**
Reviewer Name:	**Tina Jou**	**Project Address:**	**201, 221, 231, 299 N. Federal Hwy.**
Department/Division:	**Planning & Zoning**		
Position:	**Principal Planner**		
Date of Review:	**9/9/2020**		
Submittal No.:	**5**		

A.	**APPLICATION / GENERAL COMMENTS:**
1.	Submit traffic methodology for review and approval by City staff.
1.a.	Comment addressed.
2.	Coordinate responses to ensure complete application package is resubmitted. Individual appendices will not be accepted. Include a comment response letter with the resubmittal, CD of all application documents and make an appointment with staff to resubmit.
2.a.	Comment acknowledged.
3.	The Project coordinator shall be the primary point of contact between the applicant and the City during the DRC process. The applicant shall not contact a City consultant without first contacting the project coordinator. Furthermore, the applicant must notify or copy via email any conversation or contact the applicant has with a separate division or department of the City.
3.a.	Comment acknowledged.
4.	Per Sec. 98-35, all applications proceeding to City Commission shall comply with requirements for public notice, including submittal of all required fees, documents, and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist is attached and can be accessed at http://www.deerfield-beach.com/DocumentCenter/View/12586/Public-Notice-Checklist.
4.a.	Comment acknowledged.
5.	Cost recovery fees – pursuant to Chapter 98, Article VII of the Land Development Code, cost recovery fees will be payable by the Applicant for review of the proposed. A cost recovery account will need to be established with the City, with payment required prior to being scheduled for the first public hearing. This fee is payable to the City of Deerfield Beach. Should the City's consult fees exceed the deposit amount, additional fees may be payable by the Applicant. The amount of cost recovery fees required are:

	• Legal Review = $7,500.00 • Traffic Review (LUPA and Site Plan) = $5,000.00
5.a.	Comment partially addressed. Submit payment for Traffic Review of LUPA and Site Plan ($5,000.00).
5b.	Comment addressed.

B.	**SURVEY:**
1.	Exhibit A Survey of Subject Property is illegible. Submit a clear survey complying with Code requirements below.
1.a.	Comment pending. Survey provided on Exhibit A is illegible. Submit larger page size of Exhibit A to be included within LUPA application. Hatch property area.
1.b.	Comment addressed.
2.	Per Section 98-13(8)(b)(1) Provide a certified boundary survey, in conformance with Chapter 61G17, Florida Administrative Code, no more than one year old from the submittal date and extending to the center line of all adjacent streets, which specifies gross and net acreage or square footage. Total gross and net area of all properties shall be provided for each property separately and combined. Ensure total area provided on survey is consistent area provided throughout the report.
2.a.	Comment addressed. Demonstrated on survey.
3.	Per Section 98-13(8)(b)(2) Show existing natural features, including trees and other vegetation and soils (unless provided as a separate page), etc.
3.a.	Comment addressed. Demonstrated on survey.
4.	Per Section 98-13(8)(b)(3) Show existing buildings or other structures.
4.a.	Comment addressed. Demonstrated on survey.
5.	Per Section 98-13(8)(b)(4) Provide existing recorded easements, NVAL lines, utilities and rights-of-ways. Any overhead lines must be noted.
5.a.	Comment addressed.
6.	Per Section 98-13(8)(b)(5) Provide a title policy, title commitment, title search/exam, opinion of title or property information report current to within one year, identifying any encroachment, encumbrance, violation, or variance, as well as the date, policy number, issuers name, address and the disposition of all schedule B-II encumbrances.
6.a.	Comment addressed. Demonstrated on survey.
7.	Per Section 98-13(8)(b)(6) Provide a full legal description of the property.
7.a.	Comment pending. Provide legal description in word format.
7.b.	Comment addressed.

C.	**CONCEPTUAL SITE PLAN:**
1.	Submit larger page size of Exhibit L Conceptual Site Plan as it is difficult to read in 8.5x11 page format. There appears to be too much detail for a Master Conceptual Plan, i.e. parking, unit details. Submit a basic conceptual plan demonstrating overall site layout.
1.a.	Comment pending. Label general use areas within boxes on conceptual plan (i.e. garage, residential units/amount of units, ingress/egress, office, etc.).
1.b.	Comment addressed.
	NEW COMMENTS 5/8/2020
19.	The revised conceptual plan demonstrates the northeast corner of the parcel on

	Eller Street and NE 9th Avenue (201 N Federal Hwy) as a "main entry". The traffic analysis and the conceptual plan provided as exhibit to the analysis has not been updated with the revised plan and does not reflect the "main entry" demonstrated on the revision. Remove "main entry" from the conceptual plan to guest or other secondary access.
19.a.	Comment partially addressed. Electronic submittal of conceptual plan is required but was not submitted as a separate file on the CD. Conceptual plan demonstrates the area as a "parking court", which does not adequately demonstrate the design intent of the northeast corner portion of lot on Eller St. and NE 9th Avenue as discussed in previous meetings with the applicant and staff.
19.b.	Comment addressed.
20.	The City has reservations about the use as shown on the conceptual plan as being the most appropriate use for the area on the northeast corner of the parcel on Eller Street and NE 9th Avenue (201 N Federal Hwy). The City believes the best uses for this parcel are integral to the success of this project and will provide further analysis during the rezoning and site plan process.
20.a.	Comment acknowledged.
21.	Conceptual plan must correctly demonstrate the setback of the proposed balconies to the rear property line. Additionally, the Applicant's proposed density is of such a nature that in review of the proposed conceptual plan, the rear setback to existing single family residential will require additional analysis in the rezoning and site plan process. The applicant is advised to reduce the density so that a greater setback can be demonstrated on the plans or address this issue in the rezoning and site plan process so adequate buffer and sufficient setbacks can be provided between these uses.
21.a.	Comment not addressed. The applicant has proposed multi-layer landscaping as a buffer to the west property line, adjacent to single family homes. The applicant has also acknowledge the existing utility lines and has not proposed undergrounding at this time. Based on FPL right tree, right place guidelines, the minimum setback for large palms to a utility line is 20 feet plus the palm frond length, the minimum setback for medium trees (14-40 foot tall) is 30 feet and the minimum setback for large trees (50 feet and taller) is 50 feet. Based on the proposed 13-20 foot setbacks for the west property line, it would not be possible for the applicant to install anything that is taller than 13 feet. The City strongly believes that providing appropriate screening to the west line is an essential element to approval of this project and therefore maintains the current comment to reduce the density so that a greater setback can be demonstrated so that an adequate buffer and sufficient setbacks can be provided between the uses.
21.b.	**Comment not addressed. Staff will include the following recommended condition of approval: Prior to or along with the initial submittal of the rezoning and site plan applications, the City must receive documentation from FPL that acknowledges the applicant's request to underground powerlines along western property line. If the applicant is unable to reach an agreement with FPL, the applicant recognizes that they must maintain a sufficient landscape buffer and building setback along the western property line that does not impact the above ground utilities.**

D.

ADDITIONAL COMMENTS (REPORT):	
1.	Section 2.C. Application Information: Provide full contact details for OER Properties

	Company (property owner). Contact name, phone and email are not provided.
1.a.	Comment addressed.
2.	Section 2.C. Applicant and Property Owner Information and Exhibit A references include the mailing address of the property owners only and do not reflect the physical site address of the parcels. Provide physical site address of parcels within the LUPA request and exhibit.
2.a.	Comment pending. Exhibit B Location Map calls out property owner/address incorrectly. Boxes with property reference must be switched.
2.b.	Comment addressed.
3.	Section 2.D. Application Information: Correct first sentence and other sections within report that reference Future Land Use of the property. While most of the subject parcels are designated Commercial per the City Land Use Map, the northern portion of 201 S Federal Hwy is designated Residential Moderate (10 DU/AC). Ensure County Land Use designation is correct as well. Gross acreage will need to be delineated for each designation.
3.b.	Comment addressed.
4.	Section 2.D. Application Information: The statement concerning mass transit does not reflect the mass transit analysis provided in the mass transit section of the report.
4.a.	Comment pending. The statement must further elaborate how mass transit would connect residents to these areas and location of the recreation, shopping and employment centers.
4.b.	Comment addressed.
5.	Section 2.D. Provide further information in the introduction and expand on the justification as to the need to change the existing future land use to Irregular (48.1) Residential.
5.a.	Comment addressed.
6.	Section 4. Existing and proposed uses and Exhibit D shall be revised to reflect corrected land use designations and geographic boundaries for all parcels.
6.a.	Comment pending. Exhibit D Proposed Land Use Designation conflicts with proposed density proposed in report. Exhibit states “Irregular (47.6) Residential” while report states “Irregular (48.6) Residential”. Correct Exhibit to be consistent.
6.b.	Comment addressed.
7.	Section 4.E. Revise response to include both land use designations and height, square feet, and lot coverage.
7.a.	Comment pending. Verify that the total area of the portion of the property that has a commercial FLU calculation is based on net area.
7.b.	Comment addressed.
8.	Section 5.A. Potable Water Analysis: Provide correspondence from the City of Deerfield Beach Environmental Services Department showing that the analysis submitted in the application is accurate.
8.a.	Comment pending. Provide signed letter verifying above comment.
8.b.	Comment addressed.
9.	Section 5.B. Sanitary Sewer Analysis: Provide correspondence from the City of Deerfield Beach Environmental Services Department showing that the analysis submitted in the application is accurate.
9.a.	Comment pending. Provide signed letter verifying above comment.
9.b.	Comment addressed.
10.	Section 5.C. Solid Waste Analysis: Provide correspondence from the City of Deerfield Beach Sustainable Management Department and any other solid waste

	providers for this property showing that the analysis submitted in the application is accurate.
10.a.	Comment pending. Provide signed letter verifying above comment.
10.b.	Comment partially addressed. Insert letter obtained from Sustainable Management Department as LUPA Exhibit.
10.c.	Comment addressed.
11.	Section 5.D. Drainage Analysis: Provide correspondence from the City of Deerfield Beach Environmental Services Department showing that the analysis submitted in the application is accurate.
11.a.	Comment pending. Provide signed letter verifying above comment.
11.b.	Comment addressed.
12.	Section 5.G.Mass Transit Analysis: Provide correspondence from Broward County Transit showing that the analysis submitted in the application is accurate.
12.a.	Comment addressed.
13.	Section 5.F. Traffic Circulation Analysis: The data provided in this subsection will need to be substantiated by a methodology and traffic impact analysis submitted by the applicant. The net reduction in daily trips do not appear to be consistent with the proposed change from commercial to residential use.
13.a.	Comment addressed.
14.	Section 5.H. Public Education Analysis: Provide Public School Impact Application and proof of payment.
14.a.	Comment addressed.
15.	Section 7 Affordable Housing: Provide further analysis/justification on how the project relates to City and County Comprehensive Plan elements related to affordable housing.
15.a.	Comment Pending. Further discussion required with Planning staff regarding the submitted analysis and proposed County affordable housing amendments.
15.b.	Comment Pending. Affordable Housing Analysis was not included with Exhibit N. Insert analysis as Exhibit N upon resubmittal. Additionally, the City reserves the right to provide additional comments and conditions based on the County review of Affordable Housing and any changes to the County assessment of Affordable Housing methods for compliance may need to be addressed in this application prior to City Commission approval.
15.c.	Comment addressed.
16.	Section 8. Future Land Use Policy: Provide additional justification in the application as to why the proposed FLU designation is the most appropriate FLU for the subject property. Identify specific FLU goals, policies, or objectives, or other measures that have or will be utilized to ensure land use compatibility.
16.a.	Comment pending. Identify specific FLU goals, policies, and objectives to ensure land use compatibility.
16.b.	Comment addressed.
17.	Section 13. Provide additional FLU Goals, Policies, and Objectives and explanation/justification that are applicable to the proposed scope of work.
17.a.	Comment addressed.
18.	Provide full page 8.5x11 maps for the Exhibits containing existing and proposed land use maps.
18.a.	Comment pending. Exhibits A, C, D must be provided in 8.5 x11.
18.b.	Comment addressed.

DEVELOPMENT REVIEW COMMITTEE

Project Name:	**Land Use Plan Amendment (CRD)**	**Application No.:**	**#64A**
Reviewer Name:	**Alfonso Orellana**		
Department / Division:	**Environmental Services**		
Position:	**Plans Review Engineer**		
Date of Review:	**2020-03-17**		
Submittal No.:			

A.	**APPLICATION / GENERAL COMMENTS:**
1.	Replace language in section 5.A.2. of the application under "Wells" to read as follows: *"The City owns 14 wells in the East and West wellfields with a combined pumping capacity of 37.3 MGD. The City's raw water annual permitted allocation cannot exceed 5,165 MG from a combination of the Biscayne Aquifer (4,347 MG/year; 11.9 MGD), and the Upper Floridian Aquifer (1,460 MG/year; 4 MGD). The City's wellfield withdrawal rates are authorized in SFWMD WUP, No 06- 00082-W. The expiration date of the permit is March 14, 2019. Furthermore, the City has an agreement with the Broward County Water & Wastewater Service for receiving an additional 0.59 MGD of raw water from Biscayne Aquifer."*
1.a.	**COMMENT ADDRESSED**
2.	Identify the source for Water Generation Rate values used in Table provided under section 5.A.3 of the application.
2.a.	**COMMENT ADDRESSED**
3.	Identify the source for Sanitary Sewer Generation Rate values used in Table provided under section 5.B.3 of the application.
3.a.	**COMMENT ADDRESSED**
4.	On D.2, identify the Broward County 100 Year Flood Elevation corresponding to the site and indicate the site is located in the South Florida Water Management District.
4.a.	**COMMENT ADDRESSED**
5.	Letters contained in Appendices E and H are directed **to the City** requesting Potable Water and Drainage Service. The Application outline requires response correspondence **from the City** acknowledging service availability. Please, include relevant emails provided by the City in the Application appendices.
5.a.	**COMMENT ADDRESSED**

DEVELOPMENT REVIEW COMMITTEE

Project Name:	**Centrum Deerfield**	**Application No.:**	
Reviewer Name:	**Rajendran Shanmugam**	**Project Address:**	**Federal Highway (US 1) & NE 4th Street**
Department/Division:	**Consultant**		
Position:			
Date of Review:	**March 6,2020**		
Submittal No.:	**3**		

A.	**FLU METHODOLOGY / GENERAL COMMENTS:**	
	The Centrum FLU methodology proposes potential traffic impact associated with the changes to Land Use from commercial to residential irregular. The following include follow-up comments to the previous set of comments as it relates to the revised methodology.
1.	Does the existing FLU include 6 residential units? If yes, do they exist? The proposed FLU amendment area is designated as commercial in City's land use map. Whereas, the proposed amendment states 0.6 acres of residential in addition to the 5.1 acre commercial. Although the 6 residential units (within the 0.6 acre) will not make a significant difference to the outcome, the information should be presented accurately. The Broward County Land Use Plan exhibit is included in the resubmittal that shows the 0.6 acres of Low-Medium (10) Residential within the commercial LU - Comment Closed.

B.	**TRIP GENERATION:**	
1.	Please Clarify how the 54% pass-by trips were calculated. Note, the recent Trip Generation handbook should be used. The pass-by trips rates were revised from 54% to 34%. In the appendix, Table E.1 - "Land Use Codes and Time periods with pass-By Data" is presented; the pass-by percentages appear to be added to the table. However, no explanation provided to describe how these rates came about. Please clarify how the 34% Pass-By were calculated. The ITE excerpt showing the provenance of the pass-by rates is included in the resubmittal - Comment closed
2.	On page 3 of the FLU methodology, Table 2, "Future Land Use Change in net New Daily Trips,": the trip numbers shown on the fourth column are wrong. The difference in Residential irregular shows 1492 instead of 1508 trips. Please revise and update this entire column accordingly. Table 2 is revised in the resubmittal. Comment Closed

DEVELOPMENT REVIEW COMMITTEE

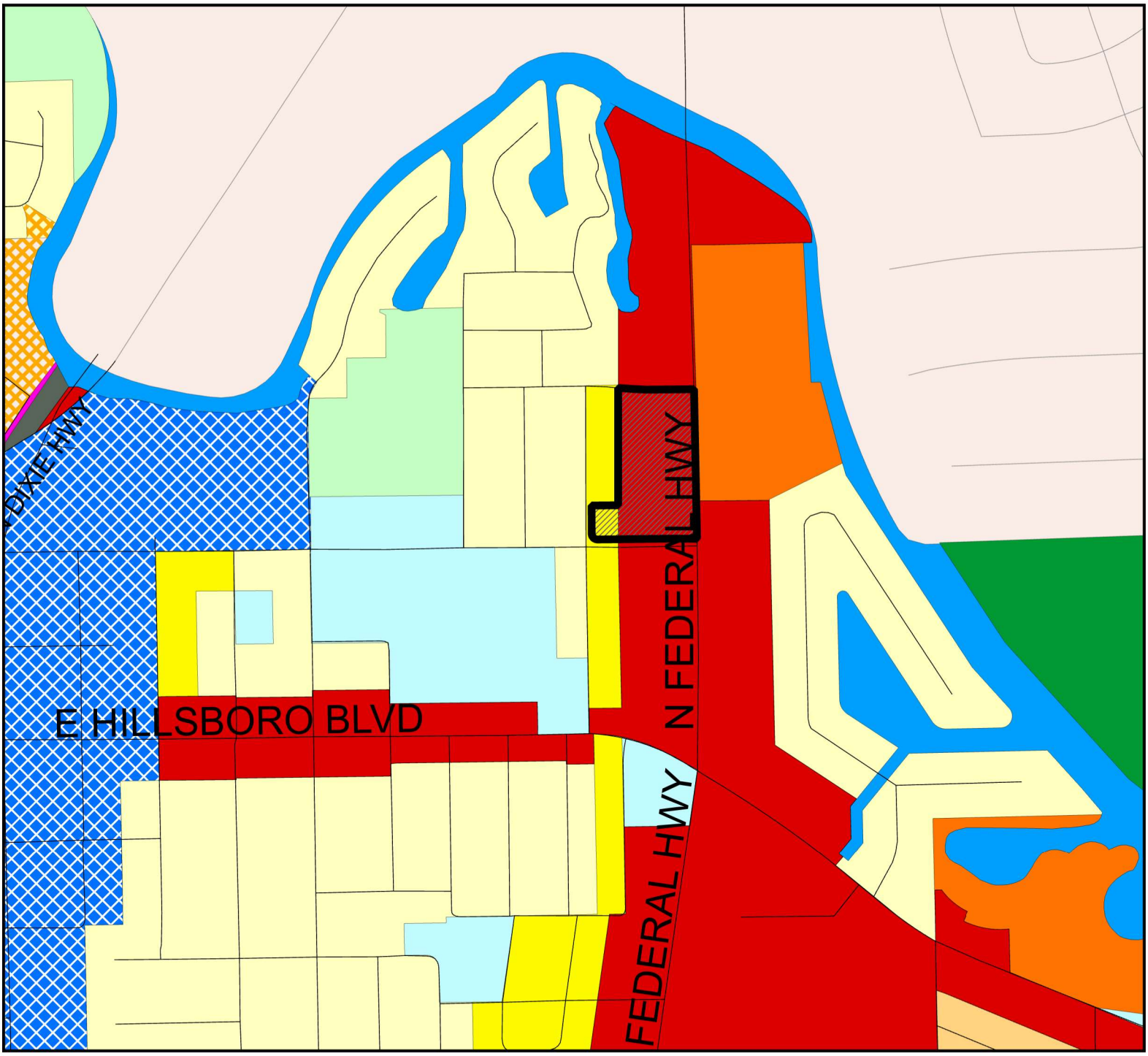
Project Name:	**CRD FEDERAL**	**Application No.:**	**64A**
Reviewer Name:	**CAPTAIN Mike Hefferon**		
Department / Division:	**BSO FIRE PREVENTION**		
Position:	**CAPTAIN**		
Date of Review:	**03/03/20**		
Submittal No.:	**1**		

A.	**APPLICATION / GENERAL COMMENTS:**	
	1.	CHANGE OF LAND USE IS APPROVED AS SUBMITTED

DEVELOPMENT REVIEW COMMITTEE

Project Name:	**CRD Federal LLC by Greenspoon Marder LLP**	**Application No:**	**LUPA #64A (CRD)**
Reviewer Name:	**Cesar E. Osegueda**		
Department / Division:	**Sustainable Management**		
Position:	**Code Compliance Spec.**		
Date of Review:	**03-23-20**		
Submittal No:	**2**		

A.	**RECYCLING & SOLID WASTE DIVISION:**
1.	The above Site Plan Application, located at 201, 221, 231, 299 N. Federal Hwy. Deerfield Beach, FL 33441 has been reviewed by the Sustainable Management Dept. (Recycling and Solid Waste Management) and was found to be Acceptable as it relates to collection services and location of Recycling/Solid Waste Receptacles.



Future Land Use Categories

- Subject Property
- Commercial
- Local Activity Center
- Commercial 2
- Community Facility
- Conservation
- Employment Center
- Historic Place
- Industrial
- Office Park
- Residential Low (5 DU/AC)
- Residential Moderate (10 DU/AC)
- Residential Medium (15 DU/AC)
- Residential Medium (16 DU/AC)
- Residential High (25 DU/AC)
- Residential Irregular
- Recreation Commercial
- Recreation Open Space
- TOD
- Transportation
- Utility
- Water

N
W E
S

0 200 400 800 Feet

Existing Future Land Use Map
201, 221, 231, & 299 N. Federal HWY
LUPA #64A

Deerfield Beach
Florida

Created by the City of Deerfield Beach
Planning & Development Services
Published 9-16-2020

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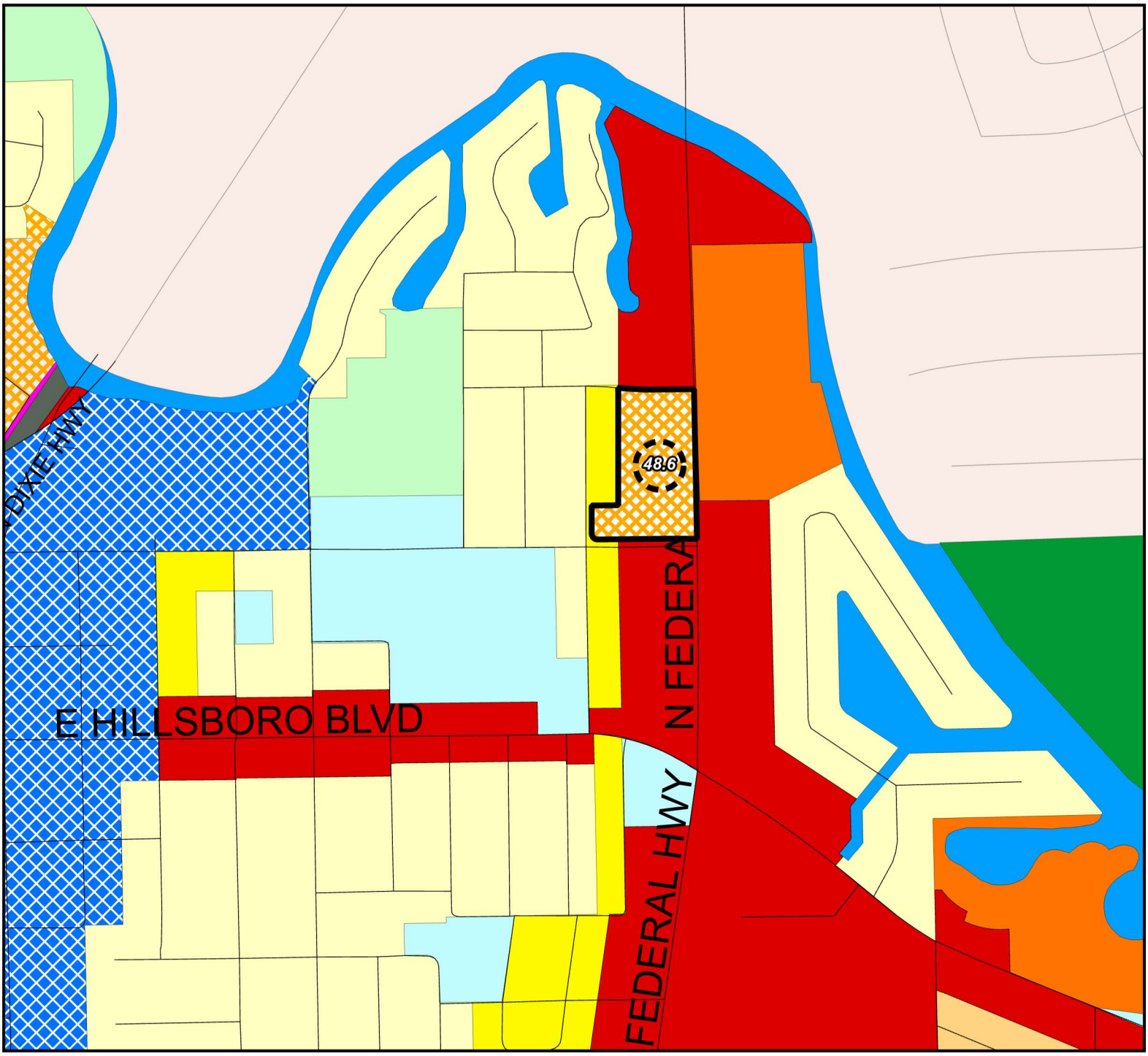

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- Residential Irregular
- Recreation Commercial
- Recreation Open Space
- TOD
- Transportation
- Utility
- Water

N W E S

0 200 400 800 Feet

Proposed Future Land Use Map
201, 221, 231, & 299 N. Federal HWY
LUPA #64A

Deerfield Beach
Florida

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Planning & Development Services
Published 9-16-2020

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For Office Use Only
Date: _____
Application Nos.: _____

Deerfield Beach
Florida

DISCLOSURE AFFIDAVIT

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

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

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

A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.

B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

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

Todd Drosky 1/10/17 - $500.00
Bill Ganz 1/4/17 - $500.00
Michael Hudak - 1/28/19 - $500.00

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

None

City of Deerfield Beach RECEIVED OCT 25 2019 Planning & Development Svcs.

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

None

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.

5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.

6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

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

I, Dennis D. Mele, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Dennis D. Mele
Signature

10/24/19
Date

Sworn to and subscribed before me this 24 day of October, 20 19.

By: Kim Nicole Santiago

Produced as ID:

KIM NICOLE SANTIAGO
Notary Public - State of Florida
Commission # FF 943308
My Comm. Expires Feb 23, 2020
Bonded through National Notary Assn.

Notary Public, State of Florida

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None

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4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.

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

I, Michael Slavin, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

10/22/2019
Date

Sworn to and subscribed before me this 22nd day of October, 20 19.

By: Bryanna M. Carroll
BRYANNA McGREGOR CARROLL

Produced as ID: known to me

Notary Public, State of ~~Florida~~ ILLINOIS

OFFICIAL SEAL
BRYANNA MCGREGOR CARROLL
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires June 13, 2020

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none

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none

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

None

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5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.

6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

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

I, Jane Slaven, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Jane Slaven
Signature

10-22-19
Date

Sworn to and subscribed before me this 22nd day of October, 2019.

By: Bryanna M. Carroll
BRYANNA McGREGOR CARROLL

Produced as ID: known to me

Notary Public, State of ~~Florida~~ ILLINOIS

OFFICIAL SEAL
BRYANNA MCGREGOR CARROLL
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires June 13, 2020

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None

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

None

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

None

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5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.

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

I, Peter Slaven, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

10-22-2019
Date

Sworn to and subscribed before me this 22nd day of October, 20 19.

By: Bryanna M. Carroll
BRYANNA McGREGOR CARROLL

Produced as ID: known to me

Notary Public, State of ~~Florida~~ Illinois

OFFICIAL SEAL
BRYANNA MCGREGOR CARROLL
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires June 13, 2020

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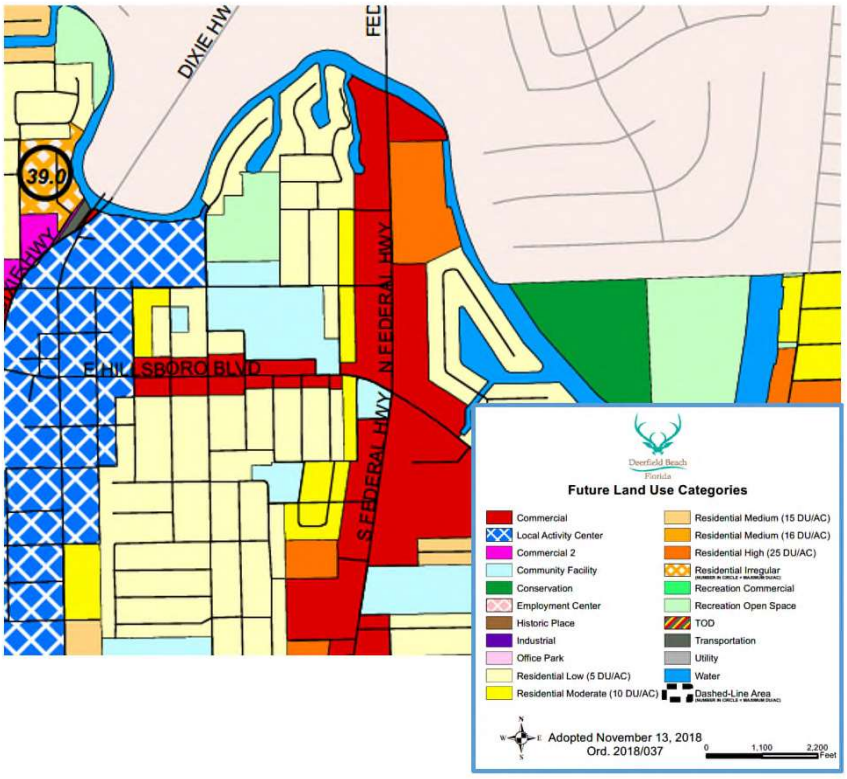
APPLICATION FOR AMENDMENT TO CITY OF DEERFIELD BEACH LAND USE PLAN



October 2019
Revised February 2020
April 2020
June 2020
September 2020

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EXHIBITS

Exhibit A	Survey of Subject Property
Exhibit B	Location Map
Exhibit C	Current Land Use Plan Designation
Exhibit D	Proposed Land Use Plan Designation
Exhibit E	Potable Water Service Letter
Exhibit F	Sanitary Sewer Service Letter
Exhibit G	Solid Waste Service Letter
Exhibit H	Drainage Service Letter
Exhibit I	Municipal Park Summary
Exhibit J	Traffic Analysis
Exhibit K	Mass Transit Service Letter
Exhibit L	Public School Impact Analysis
Exhibit M	State of Florida Review
Exhibit N	Affordable Housing Analysis
Exhibit O	Conceptual Site Plan

1. TRANSMITTAL INFORMATION

A. Letter of transmittal from municipal mayor or manager documenting that the local government took action by motion, resolution or ordinance to transmit a proposed amendment to the Broward County Land Use Plan, including the date that the local governing body held the transmittal public hearing. Please attach a copy of the referenced motion, resolution or ordinance. The local government's action to transmit must include a recommendation of approval, denial or modification regarding the proposed amendment to the Broward County Land Use Plan.

To be provided.

B. Name, title, address, telephone number and e-mail address of the local government contact person.

Eric M. Power
City of Deerfield Beach
150 Northeast Second Avenue
Deerfield Beach, FL 33441
Telephone: (954) 480-4211
E-mail: epower@deerfield-beach.com

C. Summary minutes from both the local planning agency and the local government public hearings of the transmittal of the Broward County Land Use Plan Amendment.

To be provided.

D. Description of public notification procedures followed for the amendment by the local government, including notices to surrounding property owners, advertisements in local publications, signage at proposed site, etc.

According to the City of Deerfield Beach Code of Ordinances, notice of the public hearings for a land use plan amendment is provided in a local newspaper. In addition, a sign including the public hearing notice, will be placed on the Subject Property and individual notice will be mailed to surrounding property owners within 300 feet of the subject property.

E. Whether the amendment is one of the following:

***Development of Regional Impact**
***Small-scale development (per Chapter 163.3187 Florida Statutes)**
***Emergency (please describe on separate page)**

The amendment qualifies as a small-scale development.

2. APPLICANT INFORMATION

A. Name, title, address, telephone number and e-mail address of the applicant.

CRD Federal LLC
225 West Hubbard Street, 4th Floor
Chicago, IL 60654-4916
Contact: Michael Slaven
Telephone: (312) 832-2500
E-mail: mslaven@centrumpartners.net

B. Name, title, address, telephone number and e-mail address of the agent.

Greenspoon Marder LLP
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301
Contact: Dennis D. Mele, Esq.
Telephone: 954-527-2409
Facsimile: 954-333-4009
E-mail: dennis.mele@gmlaw.com

C. Name, title, address, telephone number and e-mail address of the property owner(s).

201 N. Federal Highway:
OER Properties Company
663 Southwest Keats Avenue
Palm City, Florida 34990
Contact: Gregory A. Rogers
Telephone: (813) 754-5777
E-mail: bass1237@aol.com

221, 231 and 299 N. Federal Highway:
CRD Federal LLC
225 West Hubbard Street, 4th Floor
Chicago, IL 60654-4916
Contact: Michael Slaven
Telephone: (312) 832-2500
E-mail: mslaven@centrumpartners.net

D. Applicant's rationale for the amendment. The Planning Council requests a condensed version for inclusion in the staff report (about two paragraphs).

The Subject Property is currently designated Commercial and Residential Moderate (10) on the City of Deerfield Beach Land Use Plan and Commerce and Low-Medium (10) Residential on the Broward County Land Use Plan. The property is currently developed with an office building and a large portion of the

property is vacant. This underutilized property provides a redevelopment opportunity for residential development that will help meet the housing demands for the existing and future residents.

The Subject Property provides a location for sustainable infill development where residents can live in a community where mass transit is available to connect residents to recreation, shopping, and employment centers throughout the County. The proposed Amendment will provide additional residents living within the service area of three mass transit routes. Route 10 runs along Federal Highway that provides service into Palm Beach County and Dade County. There are several large retail centers along Route 10 including Mizner Park, Pompano City Center and Aventura Mall that future residents could get to using transit. In addition, there are numerous smaller retail establishments along the Route 10. The numerous retail and office buildings along Route 10, including Fort Lauderdale downtown offices, provide ample employment opportunities along the transit route. Recreation opportunities along Route 10 include LA Fitness, Pompano Beach Community Park and Holiday Park in Fort Lauderdale. Route 10 connects to the majority of east-west routes in the County and also stops at the Broward Central Terminal and the Fort Lauderdale Hollywood International Airport. Route 48 runs from SR 7 to Deerfield Beach along Hillsboro Boulevard. In addition to providing service to the many retail establishments along Hillsboro Boulevard, Rout 48 provides service to the Tri-Rail station, Hillsboro Technology Center, Hillsboro Community Center, Deerfield Island Park and the public beach. Finally, the Deerfield Beach Community Shuttle provides local transit service in the City.

There are also safe pedestrian paths that connect the residents to the parks, schools, government facilities, and commercial establishments in the area that will further reduce the number of trips made with a personal vehicle. In addition, all public facilities are available at this location to serve the proposed development. The Irregular (48.6) Residential designation is necessary to support a quality residential development in this location that has a superior architectural design and provides open space and pedestrian improvements that will enhance the surrounding neighborhood. This land use plan designation is needed to account for high land prices in the area resulting from the scarcity of available land in the City and the superior design that is proposed.

The proposed amendment supports the City's redevelopment objectives because it will facilitate redevelopment of an underutilized property resulting in a substantial increase in property revenues that can be used for the City's redevelopment programs that will inhance the neighborhood. In addition, the proposed development will be consistent with the architectural guidelines of the Cove Overlay District (COD) because it will be designed as a quality residential development consistent with the coastal architectural style.

3. AMENDMENT SITE DESCRIPTION

A. Concise written description of the general boundaries and gross acreage (as defined by BCLUP) of the proposed amendment.

The Subject Property is located at the northwest corner of Federal Highway and Northeast 2nd Street in the City of Deerfield Beach.

B. Sealed survey, including legal description of the area proposed to be amended.

A survey of the Subject Property is provided as **Exhibit A**.

C. Map at a scale clearly indicating the amendment's location, boundaries and proposed land uses.

A location map is provided as **Exhibit B**. The proposed use of the Subject Property is multi-family residential. The Subject Property contains approximately 4.1 net acres and approximately 5.7 gross acres.

4. EXISTING AND PROPOSED USES

A. Current and proposed local and Broward County Land Use Plan designation(s) for the amendment site. If multiple land use designations, describe gross acreage within each designation. For Activity Center amendments, the proposed text indicating the maximum residential and non-residential uses must be included.

The gross acreage for each existing and proposed land use plan designation on the Property is provided below.

	Broward County	City of Deerfield Beach
Current	Commerce 5.1 Acres Low Medium (10) .6 Acres	Commercial – 5.1 Acres Residential Moderate (10)- .6 Acres
Proposed	Irregular (48.6) Residential 5.7 Acres	Irregular (48.6) Residential 5.7 Acres

The current City land use plan designation for the Subject Property is depicted on **Exhibit C**. The proposed City land use plan designation is depicted on **Exhibit D**.

B. Indicate if the flexibility provisions of the Broward County Land Use Plan have been used for the amendment site or adjacent areas.

The flexibility provisions of the Broward County Land Use Plan have not been used for areas adjacent to the Subject Property.

C. Existing use of amendment site and adjacent areas.

Amendment Site: Vacant, Office

Adjacent Properties:
North: Commercial, duplex units
South: Commercial, duplex units
East: Office, commercial, multi-story condominium
West: Single family, duplex units

D. Proposed use of the amendment site including proposed square footage (for analytical purposes only) for each non-residential use and/or dwelling unit count. For Activity Center amendments, also provide the existing square footage for each non-residential use and existing dwelling unit count within the amendment area.

The proposed use of the Subject Property is approximately 277 residential units.

E. Maximum allowable development per adopted and certified municipal land use plans under existing designation for the site, including square footage/floor area ratio/lot coverage/height limitations for each non-residential use and/or dwelling unit count.

The portion of the Subject Property designated commercial is 5.1 gross acres, the maximum allowable development based on the commercial land use plan designation is a FAR of 1.0 (page 53 of the Future Land Use Element). This floor area ratio would permit a total of 248,292 square feet of commercial use on the Subject Property. The Future Land Use Element does not address maximum height in the commercial category. The Subject Property also contains .6 gross acres designated Residential Moderate (10) which would allow 6 apartment units. In order to provide for a more realistic analysis of this application, the impacts of the existing land use plan designations are analyzed based on a theoretical mix of 6 apartment units and 51,000 square feet of commercial use.

5. ANALYSIS OF PUBLIC FACILITIES AND SERVICES

The items below must be addressed to determine the impact of an amendment on existing and planned public facilities and services. Provide calculations for each public facility and/or service. If more than one amendment is submitted, calculations must be prepared on an individual and cumulative basis.

A. Potable Water Analysis

1. Provide the potable water level of service per the adopted and certified local land use plan, including the adoption date of the 10 Year Water Supply Facilities Plan.

The City's 10 Year Water Supply Facilities Work Plan is dated March, 2015. The adopted level of service for potable water service as specified

in the Utilities Element of the City of Deerfield Beach Comprehensive Plan is as follows:

- 265 gallons per person per day for maximum system-wide service, including nonresidential demands
- 175 gallons per person per day for average annual residential service
- 224 gallons per person per capita day on an average day basis

2. Identify the potable water facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources. Identify the wellfield serving the area in which the amendment is located including the South Florida Water Management District (SFWMD) permitted withdrawal and expiration date of the SFWMD permit.

The City's potable water system consists of raw water supply, water treatment and distribution.

Plant Capacity:
The current plant capacity for the City's West Water Treatment Plant is 21.0 MGD. Past potable water demands from 2019 through 2013 indicate average day demands ranging from 9.05 MGD to 10.03 MGD. Average day water demands for the City's water service area are projected to be 10.01 MGD in 2020 and 10.35 MGD in 2030.

Wells:
The City owns 14 wells in the East and West wellfields with a combined pumping capacity of 37.3 MGD. The City's raw water annual permitted allocation cannot exceed 5,165 MG from a combination of the Biscayne Aquifer (4,347 MG/year,-11.9 MGD), and the Upper Floridian Aquifer (1,460 MG/year; 4 MGD). The City's wellfield withdrawal rates are authorized in SFWMD WUP, No 06- 00082-W. The expiration date of the permit is March 14, 2019. Furthermore, the City has an agreement with the Broward County Water & Wastewater Service for receiving an additional 0.59 MGD of raw water from Biscayne Aquifer.

3. **Identify the net impact on potable water demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.**

Current Land Use Plan Designation: Commercial and Residential Moderate (10)		
Development Intensity	**Generation Rate***	**Demand**
51,000 sq. ft. commercial	37 GPD/1,000sq. ft.	1,887 GPD
6 apartments	141 GPD/Unit	846 GPD
Proposed Land Use Plan Designation: Irregular (48.6) Residential		
Development Intensity	**Generation Rate***	**Demand**
277 midrise	141 GPD/Unit	39,057 GPD
	Net Change: - +36,324 GPD	

*Broward County Guidelines for Determining Ability to provide Potable Water and Wastewater Service.

4. **Correspondence from potable water provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.**

   See attached **Exhibit E**. To be provided by City Staff as requested by the Applicant.

B. **Sanitary Sewer Analysis**

1. **Provide the sanitary sewer level of service per the adopted and certified local land use plan.**

   The adopted level of service for potable water service in the City as specified in the Utilities Element of the City of Deerfield Beach Comprehensive Plan is 126 gallons average annual daily flow per capita of permanent population.

2. **Identify the sanitary sewer facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources.**

   The Subject Property is located in the service area of the Broward County North Regional Wastewater Treatment Plant ("NRWT"). NRWT is presently servicing the Subject Property and can provide sanitary sewer services to the Subject Property from the existing facilities. Wastewater flow projections for the NRWT were obtained from Broward County Sanitary Sewer Element of the Comprehensive Plan. In the short range (2020) the City of Deerfield Beach projected demand is 7.4 MGD and in

the long range (2030) the projected demand is 8.0 MGD. The plant capacity of 95 MGD is projected to serve the needs of all the large users including the City of Deerfield Beach through the year 2040. The wastewater projections for the City of Deerfield Beach wastewater large user agreement are not impacted by this amendment because the Subject Property is serviced directly by Broward County Utilities.

3. **Identify the net impact on sanitary sewer demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.**

Current Land Use Plan Designation: Commercial and Residential Moderate (10)		
Development Intensity	**Generation Rate***	**Demand**
51,000 sq. ft. commercial	30 GPD/1,000sq. ft.	1,530 GPD
6 apartments	100 GPD/Unit	600 GPD
Proposed Land Use Plan Designation: Irregular (48.6) Residential		
Development Intensity	**Generation Rate***	**Demand**
277 midrise	100 GPD/Unit	27,700 GPD
	Net Change: +25,570 GPD	

*Broward County Guidelines for Determining Ability to provide Potable Water and Wastewater Service.

4. **Correspondence from sanitary sewer provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.**

See **Exhibit F**. To be provided by City Staff as requested by the Applicant.

C. Solid Waste Analysis

1. **Provide the solid waste level of service per the adopted and certified local land use plan.**

According to the City's Comprehensive Plan, the adopted level of service for solid waste is 5.41 pounds per capita per day for collection and 7 pounds per day for disposal.

2. **Identify the solid waste facility serving the service area in which the amendment is located including the landfill/plant capacity, current and committed demand on the landfill/plant capacity and planned landfill/plant capacity.**

The City is responsible for solid waste collection services within the City limits. The City doesn't own or operate any solid waste processing facilities.

The City contracts with Waste Connections for processing, transportation, and disposal of all the City's municipal waste. The contract does not limit the volume of waste that is processed by Waste Connections. Currently Waste Connections processes 67,000 tons per year from the City. Solid waste is hauled to and processed at Waste Connections' facility in Deerfield. Waste Connections uses the JED landfill in Saint Cloud, Florida. The capacity of the JED Landfill is 383,621 tons per year until the year 2032. The total current permitted capacity of the JED landfill is 53,215,585 tons.

3. **Identify the net impact on solid waste demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.**

Current Land Use Plan Designation: Commercial and Residential Moderate (10)		
Development Intensity	**Generation Rate**	**Demand**
51,000 sq. ft.	4 lbs./100 sq. ft./day	2,040 lbs./day
6 apartments	5.41 lbs/unit/day	33 lbs./day
Proposed Land Use Plan Designation: Irregular (48.6) Residential		
Development Intensity	**Generation Rate***	**Demand**
277 midrise	5.41 lbs./unit/day	1,499 lbs./day
	NET CHANGE: +574 lbs./day	

* City of Deerfield Beach Comprehensive Plan.

4. **Correspondence from the solid waste provider verifying the information submitted as part of the application in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.**

See **Exhibit G**.

D. Drainage Analysis

1. **Provide the drainage level of service per the adopted and certified local land use plan.**

The adopted level of service standards for drainage facilities as contained in the City of Deerfield Beach Comprehensive Plan are as follows:

a. Drainage discharge quantity shall be determined from a three day 25 year design storm. Peak runoff shall not exceed 35 cubic feet per second per square mile.
b. Flooding in new structures will be minimized by requiring that first floor elevations be set at, or above, the level of the 100-Year, 3-day Storm Event, the elevation shown on the most recent FEMA

Flood Insurance Rate Map, and the elevation shown on the most recent Broward County 100 year Flood Elevation Map.

c. Street flooding will be minimized by requiring that street elevations be set at, or above the 10-year, 1-day storm event stage and shall not be below the elevation shown on the most recent Broward County 10 year Flood Insurance Map.

d. Wet detention volume shall be provided for the first inch of run-off from the entire development project or the total run-off of 2.5 inches times the percent of imperviousness, whichever is greater to preserve water quality.

2. The elevation for the area depicted on the "100 Year Flood Elevation Map. "Identify the drainage district and drainage systems serving the amendment area.

The Subject Property is located in the South Florida Water Management District. The City of Deerfield Beach is responsible for maintaining the City's public drainage system. The applicable flood elevation criteria and the proposed finished floor elevation for the Subject Property are provided below. The finished floor elevation for the building on the subject property will be 10.20 NAVD.

Deerfield Beach Criteria		
1) A minimum of 18" and maximum of 24" above the centerline of the adjacent roadway.	10.17 10.67	NAVD (Min.) NAVD (Max.)
2) At or above FEMA Elevation	N/A	NAVD (Zone X)
Broward County Criteria		
1) Broward County 100 year Flood Elevation	4.50	NAVD (Per BC)
2) 100 Year - 3 Day Stage Storage	8.35	NAVD (3 drainage wells)
3) At or above FEMA Elevation	N/A	NAVD (Zone X)
Proposed Design Finish Floor	**10.20**	**NAVD**

Elevation

3. **Identify any planned drainage improvements, including year, funding sources and other relevant information.**

   No improvements are planned by the City of Deerfield to serve this Property.

4. **Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site.**

   Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

   No application for a drainage permit has been submitting with this land use plan amendment application. When development plans are finalized for the Subject Property, the Applicant will submit an application for a surface water management system permit. The surface water management system for the Subject Property will be designed to meet all applicable City and County regulations.

5. **If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties.**

   The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one hundred year flood elevation, acreage of proposed water management retention area, elevations for buildings, roads and years, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

   The stormwater management system that will be constructed in conjunction with the proposed development will meet all applicable governmental drainage standards.

6. **Correspondence from local drainage district verifying the information submitted in items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.**

   See **Exhibit H**.

E. Recreation and Open Space Analysis

1. Provide the recreation and open space level of service per the adopted and certified local land use plan.

The City of Deerfield Beach has adopted a level of service for parks/open space of 3 acres per 1,000 population.

2. For amendments which will result in an increased demand for "community parks" acreage, as required by the Broward County Land Use Plan, an up-to-date inventory of the municipal community parks inventory must be submitted.

See **Exhibit I**

3. Identify the net impact on demand for "community parks" acreage, as defined by the Broward County Land Use Plan, resulting from this amendment.

This analysis includes only the residential uses associated with the Proposed Amendment.

Current Land Use Plan Designation: Commercial and Residential Moderate (10)		
Development Intensity	**Generation Rate**	**Demand**
51,000 sq. ft.	N/A	N/A
6 apartments	3 ac/1000 population	.5 acre
Proposed Land Use Plan Designation: Irregular (48.6) Residential		
Development Intensity	**Generation Rate***	**Demand**
277 midrise	3 ac/1000 population	1.25 acres
NET CHANGE: +.75 acre		

*Deerfield Beach Land Development Code, Sections 98-17 (12)

4. Identify the projected "community parks" acreage needs based on the local government's projected build-out population.

According to the City of Deerfield Beach Recreation and Open Space – 2019 Update Table, the buildout population for the City will have a surplus of 118+/- acres of community parks. The City's population is projected to be 93,188 in 2045 and 279+/- acres are needed for this population. The City's recreation acreage is projected to be 398+/- acres in 2045.

5. As applicable, describe how the local government and/or applicant are addressing Broward County Land Use Plan Policies 2.5.4 and 2.5.5 (a. through e.), regarding the provision of open space.

This Proposed Amendment does not result in a loss of open space.

F. Traffic Circulation Analysis

1. Identify the roadways impacted by the proposed amendment and indicate the number of lanes, current traffic volumes, adopted level of service and current level of service for each roadway.

Refer to traffic analysis provided as **Exhibit J**.

2. Identify the projected level of service for the roadways impacted by the proposed amendment for the long range planning horizon. Please utilize average daily and p.m. peak hour traffic volumes per Broward Metropolitan Planning Organization (MPO) plans and projections.

Refer to traffic analysis provided as **Exhibit J**.

3. Planning Council staff will analyze traffic impacts resulting from the amendment. The applicant can provide a traffic impact analysis for the amendment – calculate anticipated average daily and p.m. peak hour traffic generation for the existing and proposed land use designations. If the amendment reflects a net increase in traffic generation, identify access points to/from the amendment site and provide a distribution of the additional traffic on the impacted roadway network for the long-range planning horizon.

Refer to traffic analysis provided as **Exhibit J**.

4. Provide any transportation studies relating to this amendment, as applicable.

Refer to traffic analysis provided as **Exhibit J**.

G. Mass Transit Analysis

1. Identify the mass transit modes, existing and planned mass transit routes and scheduled service (headway) serving the amendment area within one-quarter of a mile.

According to the Broward County Transit Division, BCT Route 10 and Route 48 are located within one-quarter mile of the amendment site. Please refer to the following table for detailed information:

BUS ROUTE	DAYS OF SERVICE	SERVICE SPAN A.M. – P.M.	SERVICE FREQUENCY
10	Weekday Saturday Sunday	5:10a – 11:56p 5:10a – 11:22p 8:20a – 9:35p	22-30 Minutes 30 Minutes 41 Minutes
48	Weekday Saturday	5:40a – 9:01p 6:15a – 9:01p	55 Minutes 55 Minutes
Deerfield Beach Community Shuttle Express II	Weekday	8:00a – 4:00p	60 minutes

2. Describe how the proposed amendment furthers or supports mass transit use.

The proposed Amendment will provide additional residents living within the service area of three mass transit routes. Route 10 runs along Federal Highway that provides service into Palm Beach County and Dade County. There are several large retail centers along Route 10 including Mizner Park, Pompano City Center and Aventura Mall that future residents could get to using transit. In addition, there are numerous smaller retail establishments along the Route 10. The numerous retail and office buildings along Route 10, including Fort Lauderdale downtown offices, provide ample employment opportunities along the transit route. Recreation opportunities along Route 10 include LA Fitness, Pompano Beach Community Park and Holiday Park in Fort Lauderdale. Route 10 connects to the majority of east-west routes in the County and also stops at the Broward Central Terminal and the Fort Lauderdale Hollywood International Airport. Route 48 runs from SR 7 to Deerfield Beach along Hillsboro Boulevard. In addition to providing service to the many retail establishments along Hillsboro Boulevard, Rout 48 provides service to the Tri-Rail station, Hillsboro Technology Center, Hillsboro Community Center, Deerfield Island Park and the public beach. Finally, the Deerfield Beach Community Shuttle provides local transit service in the City.

3. Correspondence from transit provider verifying the information submitted in items 1-2 above. Correspondence must contain name, position and contact information of party providing verification.

See **Exhibit K**.

H. Public Education Analysis

1. Public School Impact Application.

The Public School Impact Application was submitted to the School Board of Broward County. The results of the analysis are provided in **Exhibit L**.

2. The associated fee in the form of a check made payable to the SBBC.

The application fee was provided to the School Board.

3. Identify the existing school enrollment and permanent design capacity of the public elementary and secondary education facilities serving the area.

School	Current Enrollment	Level of Service Capacity	Over/(under) FISH Capacity
Deerfield Beach Elementary	590	672	(82)
Deerfield Beach Middle	1,175	1,543	(257)
Deerfield Beach High	2,453	2,848	(397)

Source: Planning Tool for School Enrollment and Capacity, The Broward County School Board.

Current Land Use Plan Designation: Commercial and Residential Moderate (10)		
Development Intensity	**Generation Rate**	**Demand****
51,000 sq. ft.	N/A	N/A
6 midrise*	Elementary - .028	
	Middle – 0.013	
	High – 0.021	
Proposed Land Use Plan Designation: Irregular (48.6) Residential		
Development Intensity	**Generation Rate**	**Demand****
277 midrise	Elementary - .028	8 Elementary students
	Middle – 0.013	4 Middle students
	High – 0.021	6 High students
Net Change:	8 Elementary students	
	4 Middle students	
	6 High students	

*Broward County School District, Facility Planning and Real Estate Department, Growth Management Section. The analysis provided by the School Board does not consider the residential units allowed by the current land use plan designation.
**Rounded to the nearest whole number

6. ANALYSIS OF NATURAL AND HISTORIC RESOURCES

Indicate if the site contains, is located adjacent to or has the potential to impact any of the natural and historic resource(s) listed below, and if so, how they will be protected or mitigated. Planning Council staff will request additional information from Broward County regarding the amendment's impact on natural and historic resources.

A. Historic sites or districts on the National Register of Historic Places or locally designated historic sites.

The Subject Property is developed with an office building and a portion is currently vacant. The Subject Property does not contain any historic sites or districts on the National Register of Historic Places or locally designated historical sites. In addition, no National Register historic sites are located adjacent to the Subject Property.

B. Archaeological sites listed on the Florida Master Site File.

Based upon a review of information on file with the State Historic Preservation Office, Division of Historical Resources Florida Master Site File, there are no previously recorded cultural resources within the Subject Property.

See **Exhibit M.**

C. Wetlands.

According to the Broward County Wetlands Map dated September 17, 2015 there are no wetlands on the Subject Property.

D. Local Areas of Particular Concern as identified within the Broward County Land Use Plan.

The Subject Property is not identified as a Local Area of Particular Concern.

E. Priority Planning Area Map and Broward County Land Use Plan Policy 2.21.1 regarding sea level rise.

According to the map published by Broward County dated June 1, 2013, the Subject Property is not located in a Priority Planning Area.

F. "Endangered" or "threatened species" or "species of special concern" or "commercially exploited" as per the Florida Fish and Wildlife Conservation Commission (fauna), the U.S. Fish and Wildlife Service (flora and fauna), or the Florida Department of Agriculture and Consumer Services (fauna). If yes, identify the species and show the habitat location on a map.

The Applicant is not aware of any endangered or threatened species or species of special concern on the Subject Property.

G. Plants listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services.

The Applicant is not aware of any listed plants located on the Subject Property.

H. Wellfields – Indicate whether the amendment is located within a wellfield protection zone of influence as defined by Broward County Code, Chapter 27, Article 13 "Wellfield Protection." If so, specify the affected zone and any provisions which will be made to protect the wellfield.

According to the Broward County Wellfield Map, the Subject Property is not located within a wellfield zone of influence.

I. Soils – Describe whether the amendment will require the alteration of soil conditions or topography. If so, describe what management practices will be used to protect or mitigate the area's natural features.

According to the Broward County Natural Resource Map Series – Soils, the soils on the Subject Property consist of Urban Land-Quartzipsaments-Udorthents. This is a common soil type in the eastern portion of Broward County and is generally found on properties between Dixie Highway and A1A. During site development

soil will be added, as needed, to bring the elevation of the Subject Property to the appropriate elevation for flood protection. The Applicant will implement a Surface Water Pollution Protection Plan (SWPPP) to ensure that movement of soil on the Subject Property does not have a negative impact on the natural features.

J. Beach Access – Indicate if the amendment site fronts the ocean or would impact access to public beaches. If so, describe how public beach access will be addressed.

The Subject Property is not an oceanfront property. Thus, the proposed development will not affect any beach access.

7. AFFORDABLE HOUSING

Describe how the local government is addressing Broward County Land Use Plan Policy 2.16.2, consistent with Article 5 of this Document.

The City of Deerfield Beach, through the use of Community Development Block Grant (CDBG), State Housing Initiatives Partnership (SHIP), and Home Investment Partnerships Program (HOME) provides purchase assistance and home repair assistance for very low to moderate income households in Deerfield Beach to occupy as their primary residence. Assistance is in the form of a 0% interest deferred second loan that reverts to a grant if all program conditions are met. These programs are administered by the City of Deerfield Beach Community Development Department in coordination with the Deerfield Beach Housing Authority (DBHA). An affordable housing analysis that addresses Policy 2.16.2 of the Broward County Land Use Plan is provided as **Exhibit N.** The Applicant does not intend to include any affordable housing units in the proposed development. The Applicant will contribute to any applicable affordable housing impact fees that are applicable to Broward County land use plan amendments that add more than 100 dwelling units to the land use plan. This Applicant proposes to designate any affordable housing contribution to the City for its affordable housing programs. In addition, the proposed redevelopment will increase the amount of property tax revenues available to the City that can be used for affordable housing programs.

8. LAND USE COMPATIBILITY

Describe how the amendment is consistent with existing and planned future land uses in the area (including adjacent municipalities and/or county jurisdictions). Identify specific land development code provisions or other measures that have or will be utilized to ensure land use compatibility.

The City of Deerfield Beach Comprehensive Plan includes an objective and related policies that address land use compatibility. The objective is stated as follows:

Objective FLU 1.2: Develop and implement land use programs to encourage elimination or reduction of existing uses inconsistent with the community's character and adopted future land uses.

The policies associated with the above objective provide the framework for the land use programs that will eliminate or reduce occurrances of incompatible land uses within the City. These policies are discussed individually as it relates to the compatibility of the proposed land use plan amendment with the community's character and long range plans for the area.

Policy FLU 1.2.1: The application for land use amendments shall include an explanation of compatibility with surrounding, land uses.

Explanation: The Subject Property is an underutilized property located adjacent to the Federal Highway corridor. The current land use plan designations are Commercial and Residential Moderate (10) on the City of Deerfield Beach Land Use Plan. The surrounding uses include a mixture of residential unit types as well as a mix of nonresidential uses. Specifically there are duplex units to the west and south and multi-story condominium units to the east. Single family residential uses are located on the west side of 9th. Commercial uses to the north, east and south include restaurants, office, and retail uses. The Applicant is requesting a land use plan amendment to facilitate development of a quality residential community with 277 mid-rise dwelling units. The proposed Conceptual Master Plan for the Subject Property is provided as **Exhibit O.** The Conceptual Master Plan reflects a transitional land use between the higher intensity commercial uses along Federal Highway and the lower density residential units to the west.

The proposed development will result in a substantial reduction in the amount of traffic generated by the Subject Property that will reduce the traffic impacts in the neighborhood to the west. In addition, the primary access to the development was strategically placed on Federal Highway to further reduce the impact of the development on the residential neighborhood to the west.

Policy FLU 1.2.2: The City's Land Development Code shall prohibit the mixing of incompatible land uses.

Explanation: The City's Land Development Code specifies the permitted uses in each zoning category in order to eliminate mixing of incompatible land uses.

Policy FLU 1.2.3: City Land Development Code shall require the protection of both existing and planned residential areas adjacent to lands designated as commercial or industrial.

Explanation: This land use plan amendment will eliminate an occurrence of residential uses that abut lands designated as commercial.

Policy FLU 1.2.4: The City shall minimize the impacts of potential incompatible land uses through requirements within its Land Development Code, such as buffering and setbacks.

Explanation: Setbacks, perimeter buffers and landscaping and architectural design will be included in the development in accordance with the Planned Development District to provide buffers and transitions from the proposed multi-family uses and the residential uses to the west.

Policy FLU 1.2.5: Consistent with the Broward County Land Use Plan. the City shall protect from obstruction Federal Aviation Administration approved and locally adopted aircraft air corridors.

Explanation: The proposed development that will result from this land use plan amendment will not obstruct any aircraft air corridors.

For these reasons, the proposed development will be compatible with the surrounding neighborhood.

9. HURRICANE EVACUATION ANALYSIS

(Required for those land use plan amendments located in a hurricane evacuation zone as identified by the Broward County Emergency Management Division).

Provide a hurricane evacuation analysis based on the proposed amendment, considering the number of permanent and seasonal residential dwelling units (including special residential facilities) requiring evacuation, availability of hurricane shelter spaces, and evacuation routes and clearance times. The hurricane evacuation analysis shall be based on the best available data/modeling techniques as identified by the Broward County Emergency Management Division.

According to the Broward County Emergency Evacuation Map, the Subject Property is not located within an evacuation zone.

10. REDEVELOPMENT ANALYSIS

Indicate if the amendment is located in an identified redevelopment area (i.e., Community Redevelopment Agency, Community Development Block Grant). If so, describe how the amendment will facilitate redevelopment and promote approved redevelopment plans.

The Subject Property is not located within a Community Redevelopment Area.

11. INTERGOVERNMENTAL COORDINATION

Indicate whether the proposed amendment site is adjacent to other local governments. If so, please provide additional copies for the notification and/or review by adjacent local governments.

The Subject Property is not located adjacent to another local government.

12. DESCRIBE CONSISTENCY WITH HIGHLIGHTED REGIONAL ISSUES AND POLICIES OF THE BROWARD COUNTY LAND USE PLAN

The Proposed Amendment is consistent with the regional strategy of promoting "Smart Growth". The Subject Property is an underutilized 5± acre site in the eastern portion of the City. The Subject Property is an infill site where public facilities exist and have capacity to accommodate the demands associated with of the Proposed Amendment. The Proposed Amendment also supports Smart Growth by placing additional dwelling units that are needed to accommodate future population growth in an area that is currently served by three (3) transit routes. In addition, the proposed development will provide new patrons in the area that could help to promote additional redevelopment of commercial centers in the area.

Specifically the Proposed Amendment is consistent with the following policies of the County Land Use Plan:

POLICY 2.1.1 Broward County shall maintain a balanced Land Use Plan to implement a regional vision including the provision of essential public services and facilities, as well as enhanced sustainability and livability.

Explanation: The Proposed Amendment provides for enhanced sustainability and livability by adding residential units within the service area of three (3) bus routes to promote the use of mass transit.

POLICY 2.1.2 The land use categories depicted on the Broward County Land Use Plan Map are intended to protect established residential areas and encourage economic development and redevelopment.

Explanation: The proposed amendment will promote redevelopment of an existing partially vacant and underutilized property. Property tax revenues will increase and additional patrons will be located in the area to support local business. Proper buffers and landscaping will be provided and the architectural design will be an asset to the community.

POLICY 2.10.3 In order to prevent future incompatible land uses, the established character of predominately developed areas shall be a primary consideration when amendments to the Broward County Land Use Plan are proposed.

Explanation: The Applicant will submit a site plan for consideration by the City during the land use plan amendment process to evaluate the compatibility of the proposed development. The Proposed Amendment represents a transition between the Federal Highway corridor to the Residential Moderate (10) to the west.

POLICY 2.14.7 Broward County and its local governments shall consider the individual and cumulative impacts of land use plan amendments on the existing and planned transportation facilities within the County.

Explanation: A traffic study is provided.

13. CONSISTENCY WITH GOALS, OBJECTIVES AND POLICIES WITH THE CITY OF DEERFIELD BEACH LAND USE PLAN

GOAL FLU 1.0: Ensure that development and redevelopment occurring in the City achieves and maintains a functional mix of residential, commercial, industrial and recreational land uses.

Explanation: The proposed amendment will provide for additional residential land needed to provide dwelling units for the anticipated population growth in the City. In addition the amendment will facilitate redevelopment of an underutilized property. This amendment will adjust the functional mix of land uses by decreasing the amount of underutilized commercial land and replacing it with residential land needed for future population growth.

Objective FLU 1.1: Establish development and redevelopment programs, which provide the opportunity for a wide range of individuals and families to reside, work, shop, relax and play safely in the city.

Explanation: The Subject Property is currently underutilized with an aging office building and vacant land. The Property Appraiser's records indicate the office building was constructed approximate 1962. Conversion of the Subject Property will provide for a quality apartment development with recreation amenities. This type of development is typically attractive to young couples, singles and empty nesters who desire a quality development without owning a unit. In addition, the proposed development will provide safe pedestrian connections to the recreation facilities in the area. Finally, the Subject Property is served by several mass transit routes. For these reasons, the proposed redevelopment will expand housing opportunities in a location that provides connectivity to shopping, recreation and work opportunities in the City.

Policy FLU 1.1.9: The City shall continue to provide for a variety of housing densities in the Future Land Use Plan.

Explanation: The Applicant is proposing Irregular (48.6) Residential designation on the Subject Property in order to increase the housing density and housing types available to residents in the City in support of this policy.

Policy FLU 1.2.1: The application for land use amendments shall include an explanation of compatibility with surrounding land uses.

Explanation: This Application supports this policy by providing an explanation of compatibility in Section 8.

Policy FLU 1.4.1: The City's subdivision regulations shall incorporate a review process for assessing the adequacy of public services and facilities. New residential development shall be established only within those areas where adequate public services and facilities exist, or are scheduled to be available in accordance with the City's adopted Capital Improvements element.

Explanation: This amendment will facilitate a residential development in an area where public facilities are available to serve the anticipated demand.

Policy FLU 2.0: Ensure that facilities and services necessary to serve the adopted future land use plan and the anticipated population, taking into consideration both permanent and seasonal (including tourist), are provided as development occurs.

Explanation: The analysis provided demonstrates that the proposed amendment is needed to accommodate future permanent and seasonal population projections. The analysis also demonstrates that public facilities have adequate capacity to accommodate the demand from the proposed dwelling units.

Policy FLU 2.1.1A: The City shall maintain a level of service standard for each public facility located within its jurisdiction for which it has the authority to issue development orders or development permits.

Explanation: The analysis provided demonstrates that the public infrastructure systems can accommodate the proposed dwelling units and meet the adopted level of service standards.

Policy FLU 2.1.6: The City shall issue development orders and permits for future development and redevelopment only if public facilities necessary to meet level of service standards (which are adopted as part of the Capital Improvements Element of this plan) are available concurrent with the impacts of the development.

Explanation: The analysis provided demonstrates that the public infrastructure systems can accommodate the proposed dwelling units and meet the adopted level of service standards.

Policy FLU 2.1.7: The City shall require that all future land use map amendments ensure the availability of potable water supplies and facilities before adoption.

Explanation: The analysis provided demonstrates that there is sufficient available potable water capacity to accommodate the proposed amendment.

Policy FLU 2.1.9: In coordination with Policy UT 1.5.2 of the Utilities Element of the Deerfield Beach Comprehensive Plan, all new development within the City (residential, commercial and industrial) shall be serviced by a centralized wastewater system.

Explanation: The analysis provided demonstrates that there is sufficient capacity in the centralized wastewater system to accommodate the demand from the proposed development.

Objective FLU 2.3: Discourage urban sprawl and encourage a separation of urban and rural land uses by directing new development into areas where necessary regional and community facilities and services exist.

Explanation: The proposed amendment will facilitate development of an underutilized parcel where regional and community facilities and services exist and can accommodate the proposed development. The Subject Property has direct access to several mass transit routes that will encourage mass transit ridership. In addition the proposed amendment provides for infill development of a partially vacant property that is surrounded by developed property.

GOAL FLU 8.0: Promote and implement appropriate land uses and development patterns consistent with smart growth principles, (as defined by the Smart Growth Network and listed below), to maximize natural and socioeconomic resources, and to preserve and improve the health, safety and welfare of the City's residents and visitors.

Ten Principles of Smart Growth

1. Mix land uses.
2. Take advantage of compact building design.
3. Create a range of housing opportunities and choices.
4. Create walkable neighborhoods.
5. Foster distinctive, attractive communities with a strong sense of place.
6. Preserve open space, natural beauty, and critical environmental areas.
7. Strengthen and direct development towards existing communities.
8. Provide a variety of transportation choices.
9. Make development decisions predictable, fair, and cost effective.
10. Encourage community and stakeholder collaboration in development decisions.

Explanation: This amendment will expand the mix of uses provided in the Federal Highway corridor within the City by providing a quality residential apartment complex along a corridor that is primarily lined with commercial development. The proposed conceptual plan provides for a compact building design with an internal parking structure surrounding by residential units. This development will expand the housing types and choices along the Federal Highway corridor which is developed predominately with commercial uses. The development will provide sidewalks that connect to the existing sidewalks in the area to provide for safe pedestrian connections to the mass transit, schools, shopping, government, and recreation areas in the neighborhood. The architectural firm commissioned to create the design for the development is well known for residential apartment developments throughout South Florida that have unique and attractive design based on the community character. The development will be anchored by a community open space that will provide a distinctive sense of place and also blends with the existing community character. The location for this development has access to a number of transportation choices such as personal vehicles, busses, and rail service. In addition, residents will have the opportunity to walk to shopping, recreation and other activity centers in the neighborhood.

14. PLAN AMENDMENT COPIES

A. 3 hard copies and 10 digital copies (13 copies total) for the BCPC. (Please include additional copies, if Subject Property is adjacent to other municipalities and/or county jurisdictions). Additional copies June be requested by the Planning Council Executive Director after the initial application submittal.

To be provided with transmittal to Broward County Planning Council.

B. If requesting concurrent transmittal to DEO, 1 hard copy and 10 digital copies (11 copies total), as required by DEO, of the corresponding local land use plan amendment application, including transmittal letter from municipality to DEO.

To be provided prior to transmittal to DEO.

EXHIBIT A

Survey of Subject Property

LEGAL DESCRIPTION:

THE SOUTH 225.00 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, LYING WEST OF STATE ROAD RIGHT-OF-WAY; LESS THE SOUTH 30 FEET THEREOF FOR STREETS; LESS THAT PORTION DEEDED TO THE STATE OF FLORIDA AND MORE FULLY DESCRIBED IN THAT CERTAIN DEED RECORDED IN OFFICIAL RECORDS BOOK 7702, PAGE 994, AND DEED BOOK 571, PAGE 152, BOTH OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

AND

LOTS 8 AND 9, BLOCK 3, OF "DEERFIELD BEACH ESTATES SECTION A", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 39, PAGE 14, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

AND

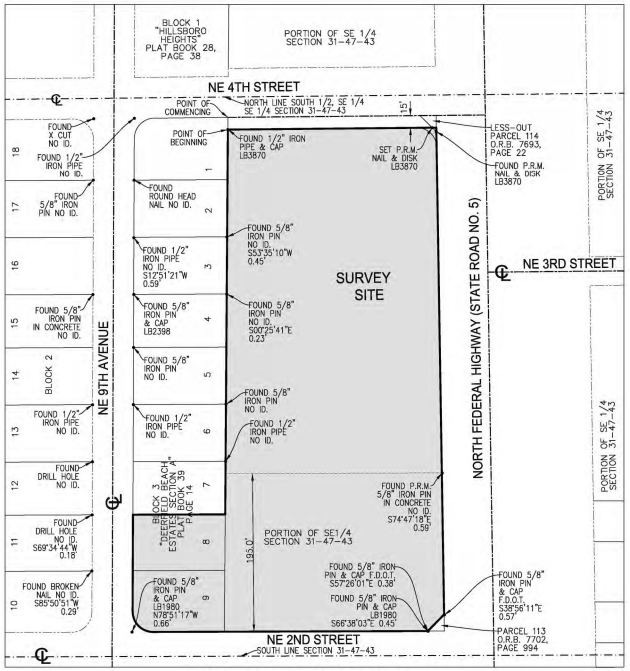
THAT PORTION OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, LYING WEST OF U.S. #1, SOUTH OF NORTHEAST 4TH STREET, NORTH OF NORTHEAST 2ND STREET AND EAST OF "DEERFIELD BEACH ESTATES SECTION A", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 39, PAGE 14, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; LESS THE SOUTH 195.0 FEET THEREOF, LESS ALSO THE NORTH 15 FEET THEREOF; AND LESS ALSO THAT PORTION THEREOF, CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AS DESCRIBED IN INSTRUMENT RECORDED IN OFFICIAL RECORD BOOK 7693, PAGES 22 AND 23; AND LESS ALSO THAT PORTION THEREOF CONVEYED TO THE CITY OF DEERFIELD BEACH AS DESCRIBED IN INSTRUMENT RECORDED IN OFFICIAL RECORD 8364, PAGE 799, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SURVEYOR'S DESCRIPTION:

LOTS 8 AND 9, BLOCK 3, OF "DEERFIELD BEACH ESTATES SECTION A", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 39, PAGE 14, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; AND A PORTION OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 3, "DEERFIELD BEACH ESTATES SECTION A"; THENCE SOUTH 00°23'22"W ON THE EAST LINE OF SAID BLOCK 3 FOR 15.00 FEET TO A POINT ON A LINE LAYING 40.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, SAID LINE BEING THE SOUTH RIGHT-OF-WAY LINE OF NE 4th STREET AS DESCRIBED IN OFFICIAL RECORD BOOK 8364, PAGE 799, OF SAID PUBLIC RECORDS, AND TO THE POINT OF BEGINNING; THENCE NORTH 89°27'49" EAST ON SAID PARALLEL LINE AND SAID SOUTH RIGHT-OF-WAY LINE 231.05 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE TO THE RIGHT, BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF RIGHT-OF-WAY PARCEL B, AS RECORDED IN OFFICIAL RECORDS BOOK 8364, PAGE 799 OF SAID PUBLIC RECORDS, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°37'05", FOR AN ARC DISTANCE OF 39.10 FEET TO A POINT OF TANGENCY ON THE WEST RIGHT-OF-WAY LINE OF NORTH FEDERAL HIGHWAY (STATE ROAD NO. 5) (U.S. HIGHWAY NO. 1) AS RECORDED IN DEED BOOK 571, PAGE 152, OF SAID PUBLIC RECORDS, SAID LINE LYING 60.50 FEET WEST OF AND PARALLEL TO THE CENTERLINE OF CONSTRUCTION OF NORTH FEDERAL HIGHWAY (STATE ROAD NO. 5) (U.S. HIGHWAY NO. 1), AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 86020-2526, SHEET 18 OF 20; THENCE SOUTH 00°55'06" EAST ON SAID WEST RIGHT-OF-WAY LINE 574. 23 FEET, THENCE SOUTH 44°26'52" WEST ON THE NORTHWESTERLY LINE OF RIGHT-OF-WAY PARCEL 113, AS RECORDED IN OFFICIAL RECORDS BOOK 7702, PAGE 994, OF SAID PUBLIC RECORDS 28.47 FEET TO A PORTION THE NORTH RIGHT-OF-WAY LINE OF NE 2ND STREET A LINE LAYING 30.00 FEET NORTH AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 31; THENCE SOUTH 89°48'49" WEST ON SAID PARALLEL LINE 337.42 FEET TO THE SOUTHERLY SOUTHWEST CORNER OF AFOREMENTIONED LOT 9, BLOCK 3, BEING A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°23'10", FOR AN ARC DISTANCE OF 39.44 FEET TO THE WESTERLY SOUTHWEST CORNER OF SAID LOT 9, BEING A POINT OF TANGENCY ON THE EAST RIGHT-OF-WAY LINE OF NE 9th AVENUE, ALSO BEING THE WEST LINE OF SAID BLOCK 3 "DEERFIELD BEACH ESTATES SECTION A"; THENCE NORTH 00°11'59" EAST SAID LINE, ALSO BEING THE WEST LINE OF LOTS 9 AND 8 FOR 119.83 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE NORTH 89°48'49" EAST ON THE NORTH LINE OF SAID LOT 8 FOR 113.33 FEET TO THE NORTHEAST CORNER SAID LOT 8; THENCE NORTH 00°23'22" EAST ON THE AFOREMENTIONED EAST LINE OF SAID BLOCK 3 FOR 472.73 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 178,551 SQUARE FEET (4.0990 ACRES) MORE OR LESS



VICINITY MAP

NOT TO SCALE

NOTES:

1) ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BROWARD COUNTY BENCHMARK NO. 1107; ELEVATION: 8.478 FEET.
2) FLOOD ZONE: X; BASE FLOOD ELEVATION: NONE; COMMUNITY: 125101; PANEL:12011C0179H; MAP DATE: 08/18/14.
3) THIS SITE LIES IN SECTION 31, TOWNSHIP 47 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA.
4) BEARINGS ARE BASED ON THE EAST LINE OF BLOCK 3, "DEERFIELD BEACH ESTATES SECTION A", PLAT BOOK 39, PAGE 14 BEING N00°23'22"E.
5) REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
6) THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'.
7) THIS SITE CONTAINS A TOTAL OF 103 PARKING SPACES (102 REGULAR AND 1 DISABLED).
8) THIS SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE. COMMITMENT NUMBER: 764906, PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; COMMITMENT DATE: AUGUST 2, 2019 AT 11:00 PM. THE FOLLOWING ITEMS ARE SCHEDULE B-II EXCEPTIONS TO SAID COMMITMENT:
   ITEMS 1, 2, 3, 4 & 5: STANDARD EXCEPTIONS NOT ADDRESSED.
   ITEM 6: ALL MATTERS IN PLAT BOOK 39, PAGE 14 APPLY TO THIS SITE AS DEPICTED HEREON.
   ITEM 7: EASEMENT RESERVATIONS IN RESTRICTIONS IN O.R.B. 582, PAGE 133 APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
   ITEM 8: AGREEMENT IN O.R.B. 2721, PAGE 627 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
   ITEM 9: NOT ADDRESSED.
9) THIS SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE NBU NO.: 21702010, PREPARED BY CHICAGO TITLE INSURANCE COMPANY; EFFECTIVE DATE: 07/30/17 11:00 PM.
   THE FOLLOWING ITEMS ARE SCHEDULE B-2 EXCEPTIONS TO SAID COMMITMENT:
   ITEMS 1, 2, 3 & 4: STANDARD EXCEPTIONS NOT ADDRESSED.
   ITEM 5-EASEMENT FOR INGRESS AND EGRESS IN WARRANTY DEED IN O.R.B. 2952, PAGE 200; AFFECTED BY CONVEYANCE IN DEED IN O.R.B. 3212, PAGE 274; FURTHER AFFECTED BY AGREEMENT IN O.R.B. 3512, PAGE 950, APPLIES TO THIS SITE AS DEPICTED HEREON.
   ITEM 6-EASEMENT FOR INGRESS AND EGRESS IN WARRANTY DEED IN O.R.B. 3212, PAGE 274; AFFECTED BY AGREEMENT IN O.R.B. 3512, PAGE 950, APPLIES TO THIS SITE AS DEPICTED HEREON. (DUPLICATE OF PORTION OF ITEM 5).
   ITEM 7-NOT ADDRESSED.
10) PAVEMENT AND SIDEWALK CONDITION: 1-GOOD, 2-FAIR OR ROUGH/NEEDS REPAIR OR CLEANING, 3-POOR. RATED BY SITE PHOTOGRAPHS ONLY.
11) THE SURVEYOR'S DESCRIPTION WAS CREATED FOR PLATTING PURPOSES AS REQUIRED BY BROWARD COUNTY, FLORIDA.
12) ACCORDING TO CORRESPONDENCE FROM THE BROWARD COUNTY PLANNING COUNCIL DATED OCTOBER 8, 2019, THE ENTIRE PROPERTY CONTAINS 4.0990 NET ACRES AND 5.6662 GROSS ACRES. PARCEL A AS SHOWN IN THE CORRESPONDENCE CONSISTS OF LOW-MEDIUM (10) RESIDENTIAL AND CONTAINS 0.3733 NET ACRES AND 0.5545 GROSS ACRES. PARCEL B AS SHOWN IN THE CORRESPONDENCE CONSISTS OF COMMERCE AND CONTAINS 3.7257 NET ACRES AND 5.1117 GROSS ACRES.

GRAPHIC SCALE

1"=30'

CERTIFICATION:

TO CRD FEDERAL LLC, CENTRUM REALTY AND DEVELOPMENT, LLC; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9, & 11 OF TABLE A THEREOF.

☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
STATE OF FLORIDA

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SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

NO.	REVISIONS	BY
5		
4	ADD LAND USE PARCELS & AREA	L.S.
3	#99126 AMEND SURVEY 1/22/20	M.D.
2	REVIEW TITLE COMMITMENT	L.S.
1	#99126 & #99127 ORIGINAL SURVEY 1/22/20	L.S.M.

CENTRUM DEERFIELD BEACH SITE
201, 221, 231 & 299 NORTH FEDERAL HIGHWAY
DEERFIELD BEACH, BROWARD COUNTY
FLORIDA 33441

BOUNDARY AND TOPOGRAPHIC SURVEY
ALTA/NSPS LAND TITLE SURVEY

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB3870

DRAWN BY: L.S.	SCALE: 1" = 30'	FILE: CENTRUM PARTNERS, LLC
CHECKED BY: J.F.P.	SURVEY DATE: 1/21/20	ORDER NO.: 66726

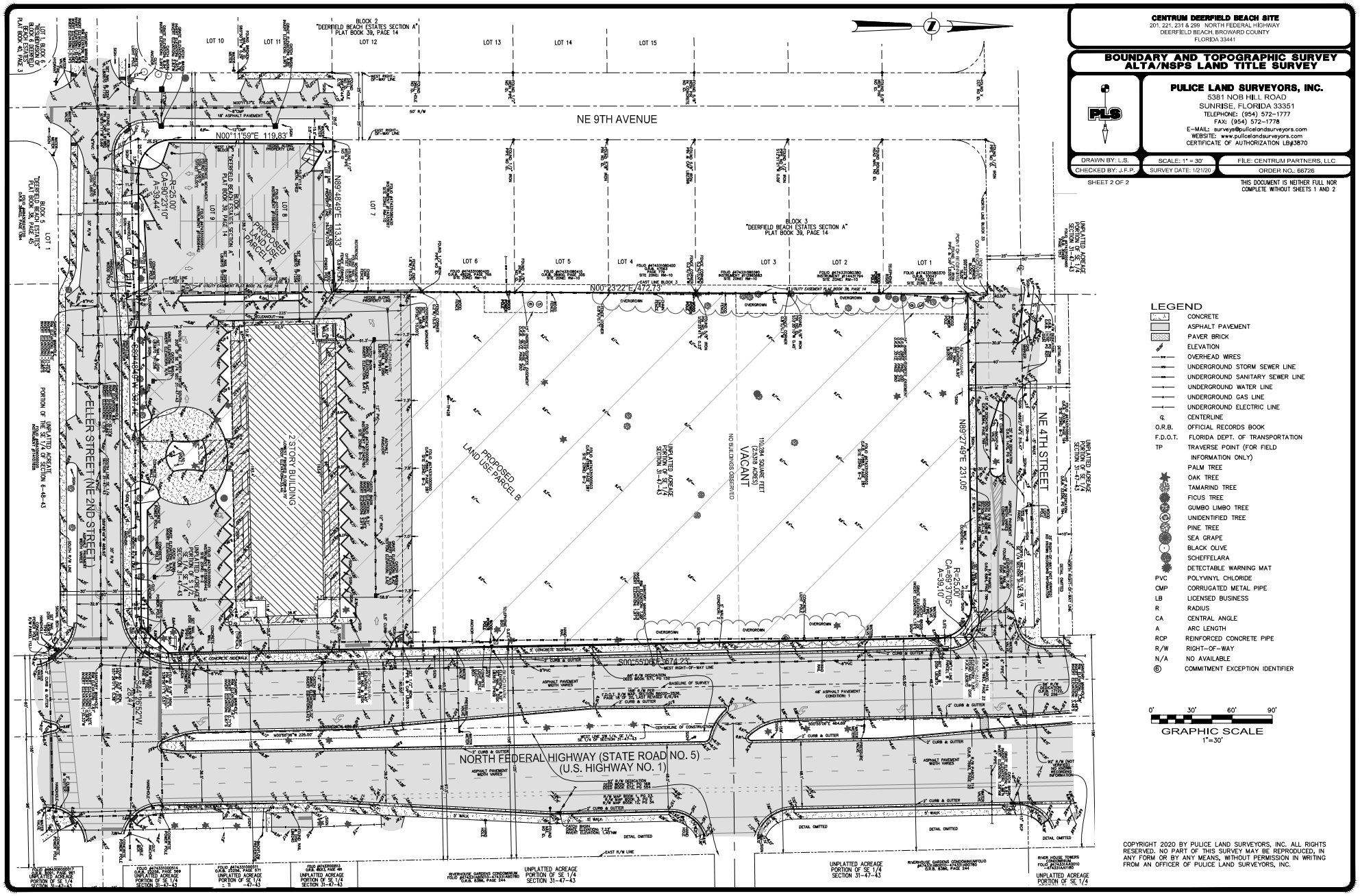

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EXHIBIT B

Location Map

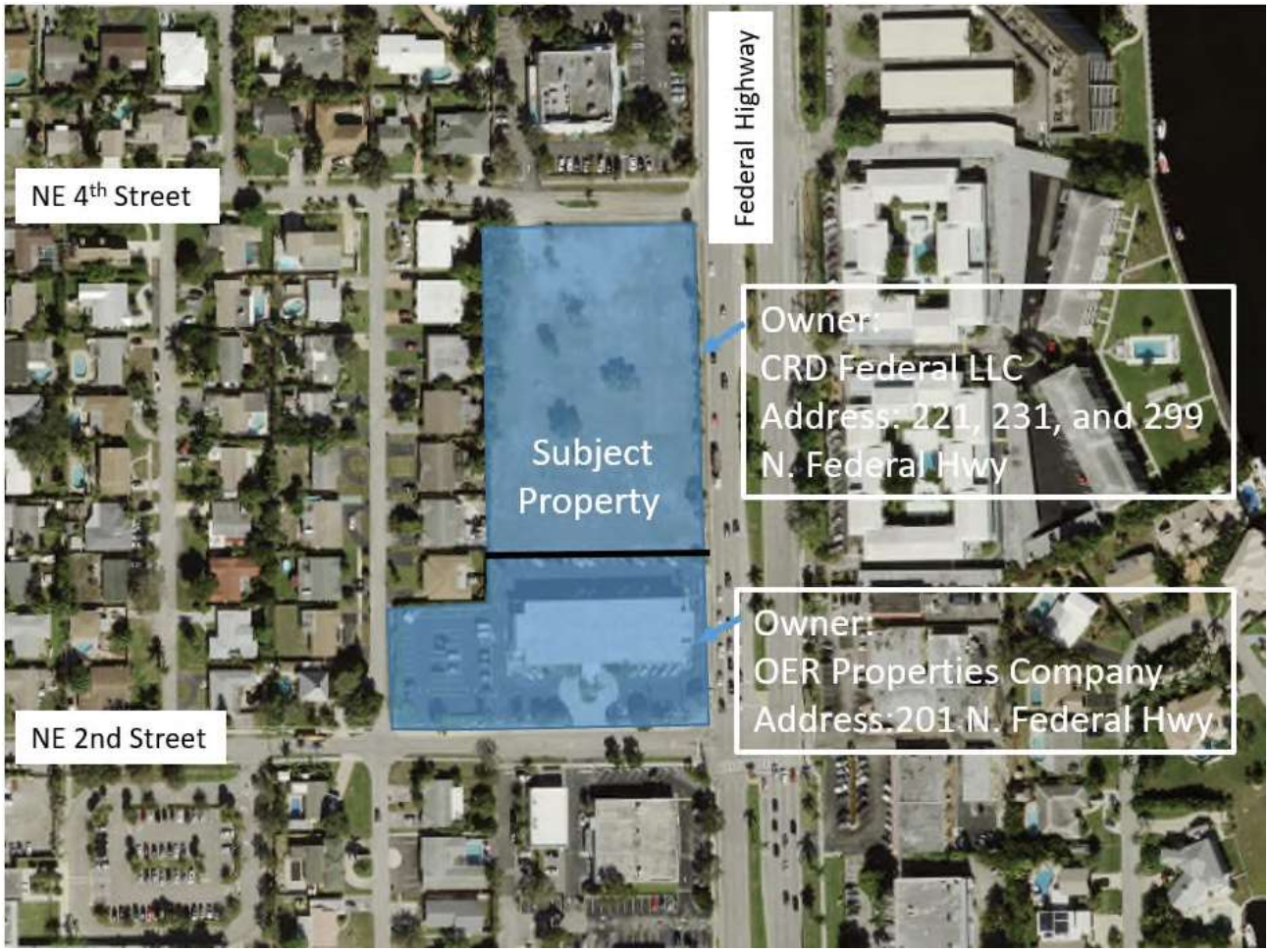


EXHIBIT C

Current Land Use Plan Designation

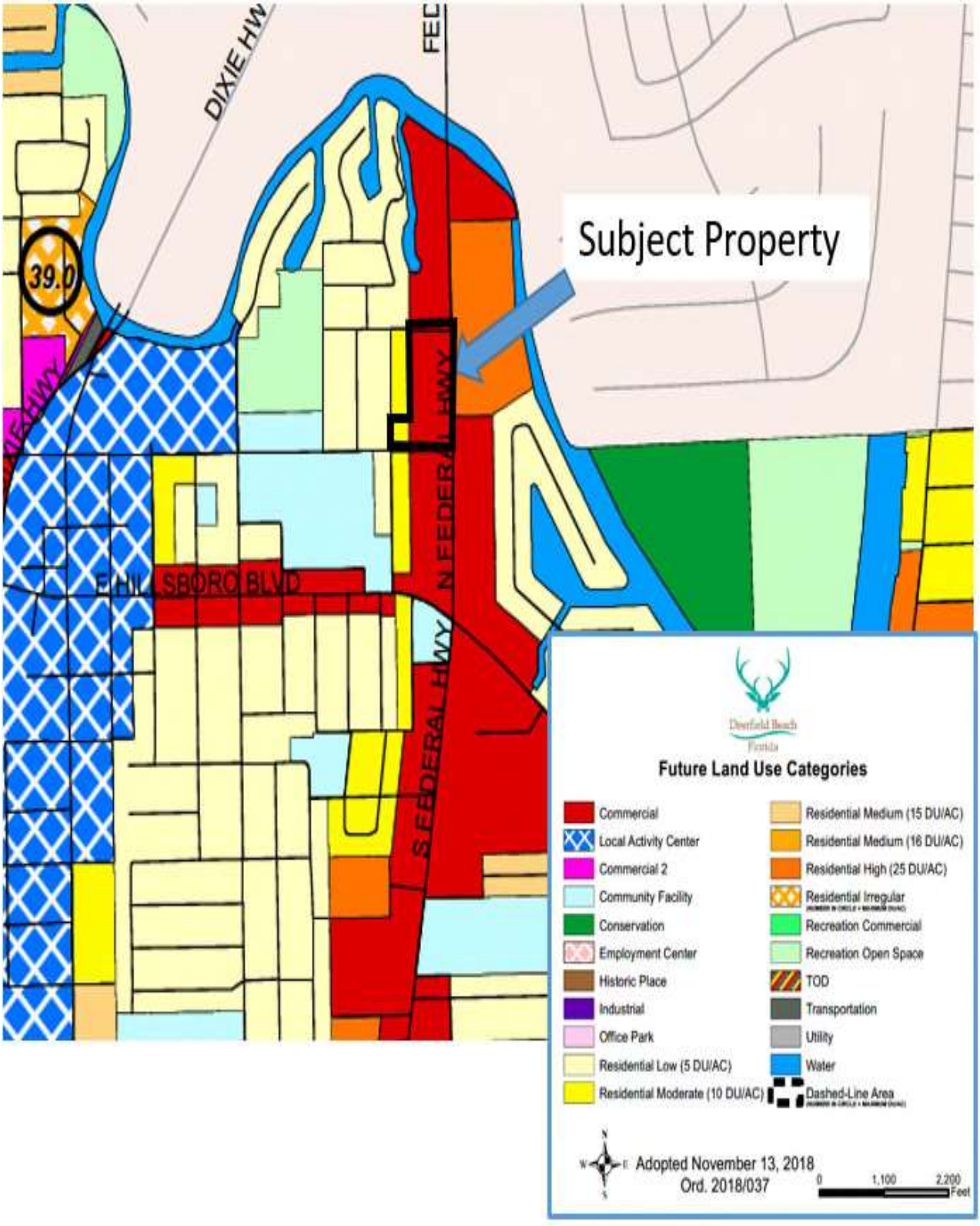

DIXIE HWY
FEC
Subject Property
39.0
E HILLSBORO BLVD
N FEDERAL HWY
S FEDERAL HWY
Deerfield Beach
Florida
Future Land Use Categories
Commercial
Local Activity Center
Commercial 2
Community Facility
Conservation
Employment Center
Historic Place
Industrial
Office Park
Residential Low (5 DU/AC)
Residential Moderate (10 DU/AC)
Residential Medium (15 DU/AC)
Residential Medium (16 DU/AC)
Residential High (25 DU/AC)
Residential Irregular
Recreation Commercial
Recreation Open Space
TOD
Transportation
Utility
Water
Dashed-Line Area
N
W
E
S
Adopted November 13, 2018
Ord. 2018/037
0
1,100
2,200
Feet

EXHIBIT D

Proposed Land Use Plan Designation

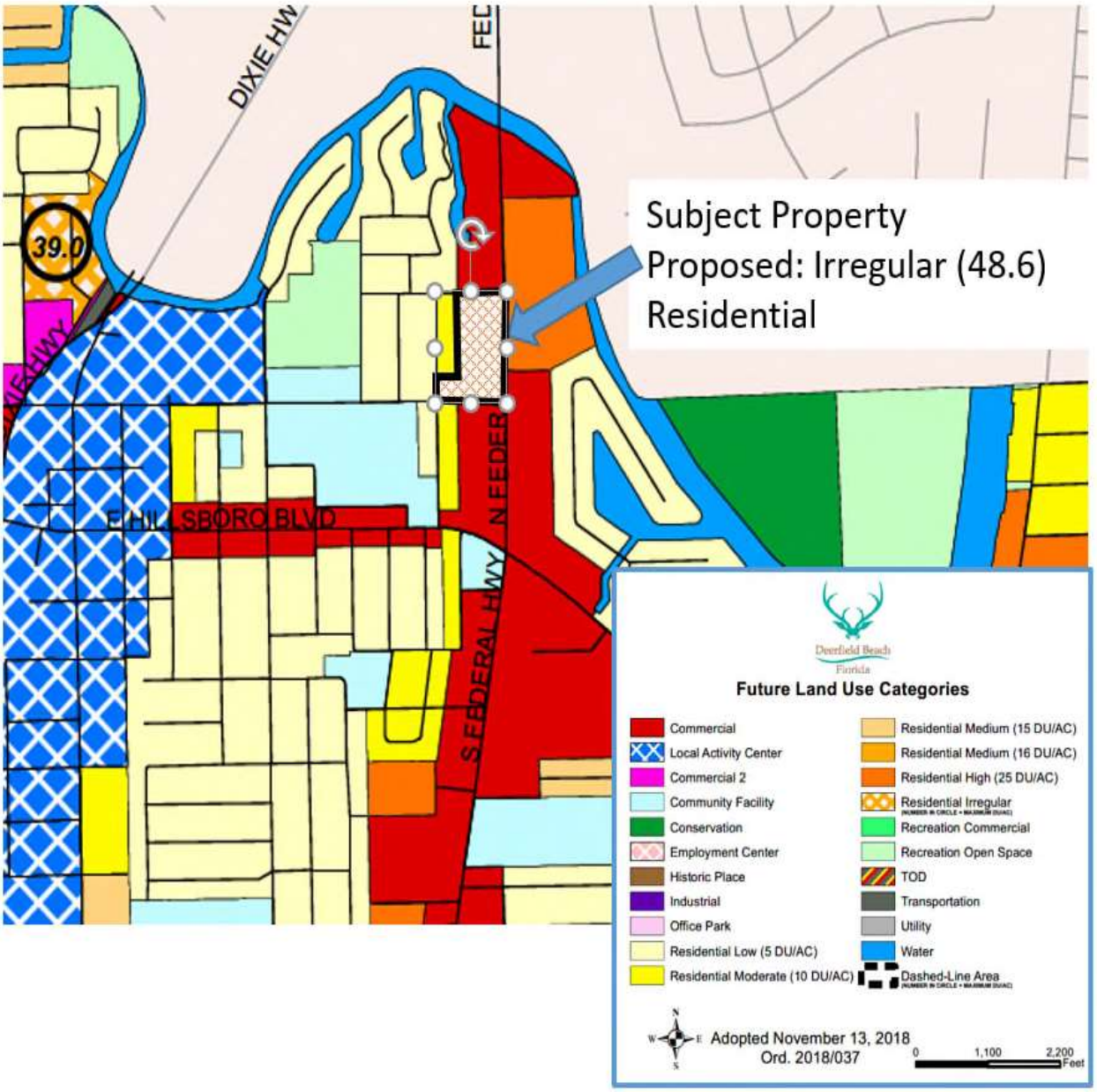


EXHIBIT E

Potable Water Service Letter

Deerfield Beach
Florida

March 30, 2020

Cynthia A. Pasch, AICP
Greenspoon Marder LLP
200 East Broward Boulevard
Suite 1800
Fort Lauderdale, Fl 33301

Re: CRD Land Use Plan Amendment Water & Wastewater Analysis

Dear Ms. Pasch:

This letter acknowledges that I have reviewed the attached land use amendment for water and wastewater services and have no additional comments

Please contact me if you have any questions.

Sincerely,

Allen Fathi, PE
Assistant Director for Utilities
City of Deerfield Beach
200 Goolsby Boulevard
Deerfield Beach, FL 33442

150 NE 2nd Avenue • Deerfield Beach, FL 33441 • 954.480.4200 • www.dfb.city

EXHIBIT F

Sanitary Sewer Service Letter

Deerfield Beach
Florida

March 30, 2020

Cynthia A. Pasch, AICP
Greenspoon Marder LLP
200 East Broward Boulevard
Suite 1800
Fort Lauderdale, Fl 33301

Re: CRD Land Use Plan Amendment Water & Wastewater Analysis

Dear Ms. Pasch:

This letter acknowledges that I have reviewed the attached land use amendment for water and wastewater services and have no additional comments

Please contact me if you have any questions.

Sincerely,

Allen Fathi, PE
Assistant Director for Utilities
City of Deerfield Beach
200 Goolsby Boulevard
Deerfield Beach, FL 33442

150 NE 2nd Avenue • Deerfield Beach, FL 33441 • 954.480.4200 • www.dfb.city

EXHIBIT G

Solid Waste Service Response

April 21st, 2020

Cynthia A. Pasch, AICP
Greenspoon Marder LLP
200 East Broward Boulevard
Suite 1800
Fort Lauderdale, Fl 33301

Re: CRD Land Use Plan Amendment Solid Waste Analysis

Dear Cindy:

I have reviewed the solid waste analysis provided by the applicant for the proposed land use amendment and have no additional comments. The analysis is acceptable.

Please let me know if you have any questions. Regards.

Very truly yours,

CITY OF DEERFIELD BEACH

David Eberlin
Assistant Director Sustainable Management

43898103v1
30556.0007

EXHIBIT H

Drainage Service Response

March 30, 2020

Cynthia A. Pasch, AICP
Greenspoon Marder LLP
200 East Broward Boulevard
Suite 1800
Fort Lauderdale, Fl 33301

Re: CRD Land Use Plan Amendment Drainage Service for the +/-5 Acre Site Located at the NW Corner of US-1 and NE 2nd St.

Dear Ms. Pasch:

The Drainage Analysis language in your correspondence dated October 24, 2019 for the referenced location is consistent with the City Code and Comprehensive Plan. As stated in this correspondence, an engineering analysis which demonstrates how the site will be drained and the impact on surrounding properties will be required at the time of site plan review.

If you have any questions or require additional information, please feel free to contact me.

Sincerely,

Priscilla Cygielnik, P.E.

Digitally signed by Priscilla Cygielnik, P.E.
DN: cn=Priscilla Cygielnik, P.E., o=City of Deerfield Beach, ou=Engineering and Operations, email=pcygielnik@deerfield-beach.com, c=US
Date: 2020.03.30 14:32:13 -04'00'

Priscilla Cygielnik, P.E.
Assistant Director for Engineering and Operations

EXHIBIT I

Municipal Park Summary

Deerfield Beach Recreation and Open Space—2019 Update
February 20, 2019

The need for recreation and open space land uses is analyzed by the acres of park land per 1,000 permanent and projected residents. The 1977 Broward County Land Use Plan outlined minimum standards for Community and Regional Parks, which are still in place today. Municipal governments are responsible for providing a minimum of three (3) acres of Community and Regional Parks within the city limits, while Broward County is responsible for providing three (3) acres of Regional parks per 1,000 residents county-wide.

Applying Broward County's 2020-2045 current population estimates (including group quarters), the table below displays the acreage for community parks per 1,000 permanent residents for the existing and 2045 projected Deerfield Beach population. The 382.93 acres of 2019 park acreage is in accordance with the guidelines for community parks outlined in the 2017 Broward County Comprehensive Plan.

Land use amendment LUPA #60A changed the Future Land Use (FLU) map designation designation on a 82.99 gross acre property from Recreation Commercial to: 1) 25.1 gross acres to Residential Moderate (10 du/ac), and; 2) 57.89 gross acres to Recreation Open Space. The amendment also to removed the 25.1 acre parcel from the Century Village dashed line area on the Future Land Use map. The amendment was adopted by the City Commission on October 16, 2018.

Land use amendment LUPA #62A changed the Future Land Use (FLU) map designation designation on 8.4 gross acres from Residential Low - 5 du/ac (0.3 acres), Residential Moderate - 10 du/ac (4.1 acres), Commercial (2.2 acres) and Commercial 2 (1.8 acres) to Residential Irregular - 39 du/ac.. The amendment was adopted by the City Commission on November 13, 2018.

The totaled current and allowed park acres have been revised per the County's 2020 – 2045 population estimates.

Based on the difference between the required and allowable acreage in the 'Recreation and Open Space Inventory' table on the following page, the City will have a surplus of 118.98 gross acres of recreation and open space acreage at the LOS of 3 acres per 1,000/residents by 2045.

PROJECTED RECREATION ACREAGE PER PERSON 2020 - 2045

Date	Population	Recreation Acreage (Per FLU Map)	Acres per Thousand LOS
2020	78,912	382.93	4.85
2030	89,381	382.93	4.28
2045	93,188	398.54	4.28

RECERTIFIED: 6/28/18
EFFECTIVE: 2/21/19

Deerfield Beach
Recreation and Open Space Inventory

2020 Required Park Acreage @ 3 Acres/1000 residents: **236.74** (gross acres)
2045 Required Park Acreage @ 3 Acres/1000 residents: **279.56** (gross acres)

City Parks	Acres (per FLU map)	Allowable Acreage	Notes
Mini Parks			
451 SE 19 Ave	1.49	1.49	
SE 19 Ave Median Park	0.50	0.50	
Sullivan Park	2.51	2.51	
Mayo Howard Park	5.93	5.93	
Crystal Heights Mini Parks (4)	0.85	0.85	
Intracoastal Public Access			
NE 7 ST	0.11		Zoned RM-10
NE 5 ST	0.20		Zoned RM-10
NE 3 ST	0.23		Zoned RM-25
NE 2 ST	0.15		Zoned RM-25
SE 2 ST	0.19		Zoned RS-5
SE 4 ST	0.20		Zoned RS-5
SE 8 ST	0.15		Zoned RM-25
SE 10 ST	0.08		Zoned RM-25
Total	1.31		
Neighborhood Parks			
McKeithen Park	9.17	9.17	
Ecidar Park	3.40	3.40	
Constitution Park	9.36	9.36	
Villages of Hillsboro Park	10.72	10.72	
Crystal Heights Parks (3)	5.98	5.98	
Park in Tallman Pines (2004 annex)	2.11	2.11	
Community Parks			
Pioneer Park	24.95	24.95	Cemetery Includes 14.2 ac required for Pioneer Grove LAC.
Westside Park	23.49	23.49	
Pineview	8.49	8.49	cemetery
Projected TOD Park Acreage Required	2.94		**2.94** in 2045 projected
Undeveloped Parks			
185 NE 6 CT	5.65	5.65	
Sand Pine Preserve	28.23	28.23	
500 SW 10 ST	2.54	2.54	
438 NW 4 AVE	0.47	0.47	
Natura Park	1.35	1.35	
Former Tam O'Shanter Golf Course Parcel X	49.65	49.65	
Hillsboro Tech Park	3.45	3.45	Owned by City
Branhilda Richardson Knowles Park (SE 2nd Ave)	3.30	3.30	Owned by City – within Pioneer Grove LAC

School Sites			
Deerfield High School	37.22	15.34	
Deerfield Middle	30.71	14.93	
Zion Lutheran	12.98	7.21	
Quiet Waters Elementary	22.48	2.68	
Tedder Elementary	15.02	1.64	
Deerfield Beach Elementary	12.99	2.11	
Deerfield Park	9.96	2.35	
Park Ridge	10.16	2.10	
Beaches			
South Beach (Public)	8.42	8.42	
South Beach (Private)	4.67		
Central Beach (Public)	11.71	11.71	
Central Beach (Private)	2.31		
North Beach (Public)	7.69	7.69	
North Beach (Private)	4.28		
Golf Courses			
Century Village	~~108.65~~ 25.66		
Deer Creek Country Club	148.00		
%15 of community park requirement		36.16	(**41.93** in 2045 due to increased park LOS requirement)
Other Private Recreational Acreage			
Riverglen Playground Park	0.94		Zoned PUD
Riverglen Green Space	9.02		Zoned PUD
Riverglen Recreation Facility	2.19		Zoned PUD
Waterways Recreation Facilities	6.37		Zoned PUD
Deer Creek Hillsboro Canal Park	2.74	2.74	
Hillsboro Canal Property	33.11	33.11	owned by SFWMD
Crystal Lake	153.19	18.82	*TAZ 34 and 35 pop. (**25.72** in 2045 due to population increase)
Century Village Green Space	57.89		Owned by Century Village Master Mgmt.
County Open Space/Parks			
Helwig Park/Conservation Area	9.97		
Military Trail Park/Conservation	20.73		
Regional Parks			
Quiet Waters Park	466.33	10.00	
Deerfield Island Park	53.31	5.33	
Total Park & Open Space Acres	~~**1414.30**~~ **1389.20**	**Total Allowed** ~~**381.61**~~ **382.93**	2020
		Total Allowed ~~**387.26**~~ **398.54**	2045
** Allowable acreage limited to 3 acres/1000 residents in the vicinity (TAZ 34 & 35)*			**Revised 02/20/2019 (LUPA #60A & 62A)**

EXHIBIT J

Traffic Analysis

MacKenzie
Engineering & Planning, Inc.
1172 SW 30th Street, Suite 500 • Palm City • Florida • 34990
(772) 286-8030 • www.mackenzieengineeringinc.com

Memorandum

To: City of Deerfield Beach Public Works Department
From: Shaun G. Mackenzie, P.E.
Date: February 25, 2020
Re: Centrum Deerfield - Future Land Use Amendment Methodology

City of Deerfield Beach Acceptance

Centrum Deerfield, Future Land Use Methodology was

Approved on _____, 2020 by _____

Introduction

MacKenzie Engineering and Planning, Inc. (MEP) was retained by CRD Federal LLC to evaluate the changes in the Future Land Use for the property located at the southwest corner of Federal Highway (US 1) & NE 4th Street. The subject property proposes to change the future land used from Commercial to Residential Irregular. The property details and proposed changes are shown below in Table 1.

Table 1. Proposed Land Use Change

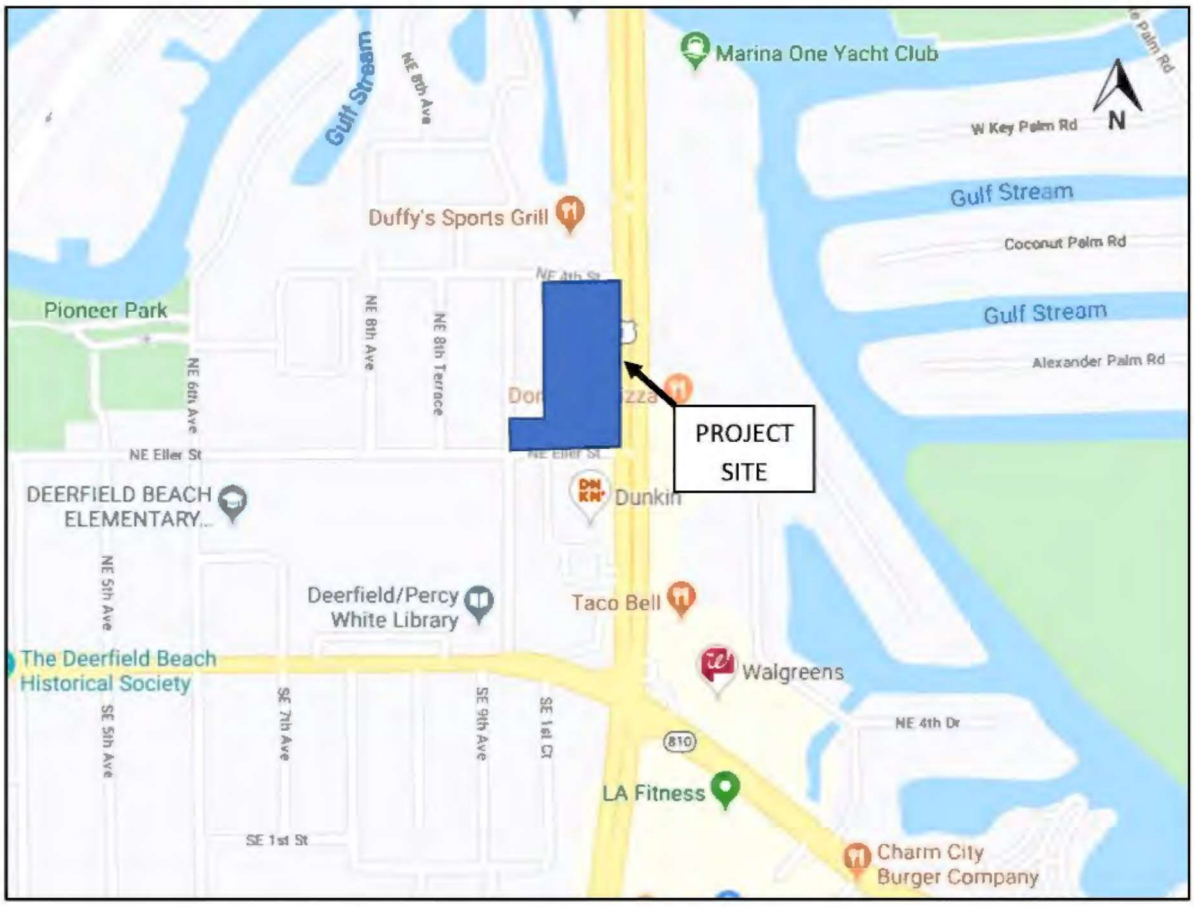
Parcel Size (Acres)	Existing Land Use	Proposed Land Use
5.1	Commercial (10,000 SF/Acre)	Residential Irregular (277 DU)
0.6	Residential Moderate (10 DU/Acre)	

The methodology that MEP shall use to perform the Future Land Use traffic analysis is based on the City of Deerfield Beach Comprehensive Plan. We are submitting this methodology to the City of Deerfield Beach Public Works department for review and upon approval will continue with the Future Land Use amendment analysis.

Figure 1 illustrates the general site location.

Digitally signed by Shaun MacKenzie
Date: 2020.02.25 18:12:05 -05'00'

Figure 1: Proposed Site Location



Future Land Use Information / Methodology

For your review, we accumulated required information and listed the methodology to complete the future land use amendment.

Internal Capture Factor

Internal capture is proposed at 0%.

Pass-by Rate Factor

The proposed pass-by capture for Shopping Center (Land Use 820) is 34% in accordance with the ITE pass-by rates for Land Use 820.

Existing Future Land Use

The existing FLU is Commercial and the agreed upon development potential of the land is 51,000 SF of Commercial with the 10,000 SF per acre residential factor and 6 DU OF Residential Moderate with the 10 units per acre residential density, calculated as follows:

Commercial: 5.1 Acres x 10,000 SF/Acre = 51,000 SF

Residential: 0.6 Acres x 10 Units/Acre = 6 DU

The trip generation was projected based on the formulas in the Institute of Transportation Engineers' (ITE) report, *Trip Generation* (10th Edition) for Land-Use 820 (Shopping Center) and Land-Use 221 (Multi-Family Housing Mid-Rise).

The existing FLU will generate the following net new external trips:

- 2,541 daily, 119 AM peak hour (74 in/45 out), and 221 PM peak hour (106 in/115 out)

The existing FLU will generate the following cumulative driveway trips:

- 3,834 daily, 179 AM peak hour (111 in/68 out), and 333 PM peak hour (160 in/173 out)

Proposed Future Land Use

The proposed future land of Residential Irregular will create the potential for 277 DU Mid-Rise Multi-Family Housing.

The trip generation was projected based on the formulas in the Institute of Transportation Engineers' (ITE) report, *Trip Generation* (10th Edition) for Land-Use 221 (Multi-Family Housing Mid-Rise).

The proposed property will generate the following net new external and cumulative driveway trips:

- 1,508 daily, 93 AM peak hour (24 in/69 out), and 118 PM peak hour (72 in/46 out)

Net Impact

The difference between the maximum trip generation potential of the existing future land use and the proposed future land use was examined to determine the maximum (worst case/conservative) impact to the existing and future roadway network.

The proposed property will generate the following net new external trips:

- -1,033 daily, -26 AM peak hour (-50 in/24 out), and -103 PM peak hour (-34 in/-69 out)

The proposed property will generate the following net change driveway trips:

- -2,326 daily, -86 AM peak hour (-87 in/1 out), and -215 PM peak hour (-88 in/-127 out)

The future land use amendment trip generation results in a decrease to the daily, AM peak hour and PM peak hour trips. The difference in daily trips is -1,033 as shown in Table 2.

Table 2. Future Land Use Change in Net New Daily Trips

	Existing	Proposed	Difference
Commercial/Res Mod	2,541	-	(2,541)
Residential Irregular	-	1,508	1,508
FLU Proposed Trips			(1,033)

Methodology and approach for segment analysis

A roadway segment (link) analysis will be provided to determine the property's impact on the roadway network. As shown above, the expected net new external trips generated results in a decrease of trips. Therefore, a roadway segment analysis is not necessary.

Conclusion

No further analysis is necessary because the proposed land used amendment will reduce transportation impacts on the buildout roadway network.

Any development application on the property will separately be subject to a review of Concurrency based on the City's code.

Appendix

Exhibit 1: Trip Generation

Exhibit 2: Trip Distribution

Future Land Use Map

Conceptual Site Plan

ITE 10th Edition: Land Use – 221 – Multifamily Housing (Mid-Rise)

ITE 10th Edition: Land Use – 820 – Shopping Center

ITE Pass-by Rates –Trip Generation Handbook, 3rd Edition, Table F.1

MacKenzie Engineering & Planning, Inc.

Appendix

Exhibit 1: Trip Generation

Centrum Deerfield
Trip Generation

Land Use	Intensity	Daily Trips	AM Peak Hour Total	AM Peak Hour In	AM Peak Hour Out	PM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out
Existing FLU Traffic								
Shopping Center	51.000 1000 SF	3,803	177	110	67	330	158	172
Multifamily Housing (Mid-Rise)	6 DU	31	2	1	1	3	2	1
Subtotal		3,834	179	111	68	333	160	173
Pass-By Traffic								
Shopping Center	34.0%	1,293	60	37	23	112	54	58
Multifamily Housing (Mid-Rise)	0.0%	0	0	0	0	0	0	0
NET EXISTING TRIPS		***2,541***	***119***	***74***	***45***	***221***	***106***	***115***
Total Existing Driveway Volumes		***3,834***	***179***	***111***	***68***	***333***	***160***	***173***
Proposed FLU Traffic								
Multifamily Housing (Mid-Rise)	277 DU	1,508	93	24	69	118	72	46
NET PROPOSED TRIPS		***1,508***	***93***	***24***	***69***	***118***	***72***	***46***
Total Proposed Driveway Volumes		***1,508***	***93***	***24***	***69***	***118***	***72***	***46***
NET CHANGE IN TRIPS		**(1,033)**	**(26)**	**(50)**	**24**	**(103)**	**(34)**	**(69)**
NET CHANGE IN DRIVEWAY VOLUMES		**(2,326)**	**(86)**	**(87)**	**1**	**(215)**	**(88)**	**(127)**

Note: Trip generation was calculated using the following data from ITE' *Trip Generation, 10th Edition* :

Land Use	ITE Code	Unit	Daily Rate	Pass-by Rate	AM Peak Hour in/out	AM Peak Hour Rate	PM Peak Hour in/out	PM Peak Hour Equation
Multifamily Housing (Mid-Rise)	221	DU	T = 5.45 (X) + -1.75	0%	26/74	Ln(T) = 0.98 Ln(X) + -0.98	61/39	Ln(T) = 0.96 Ln(X) + -0.63
Shopping Center	820	1000 SF	Ln(T) = 0.68 Ln(X) + 5.57	34%	62/38	T = 0.5 (X) + 151.78	48/52	Ln(T) = 0.74 Ln(X) + 2.89

s:\jobs - share drive\137 - crd federal\003 - 4th street and us 1 - oct 2019\future land use\methodology\[trip genera

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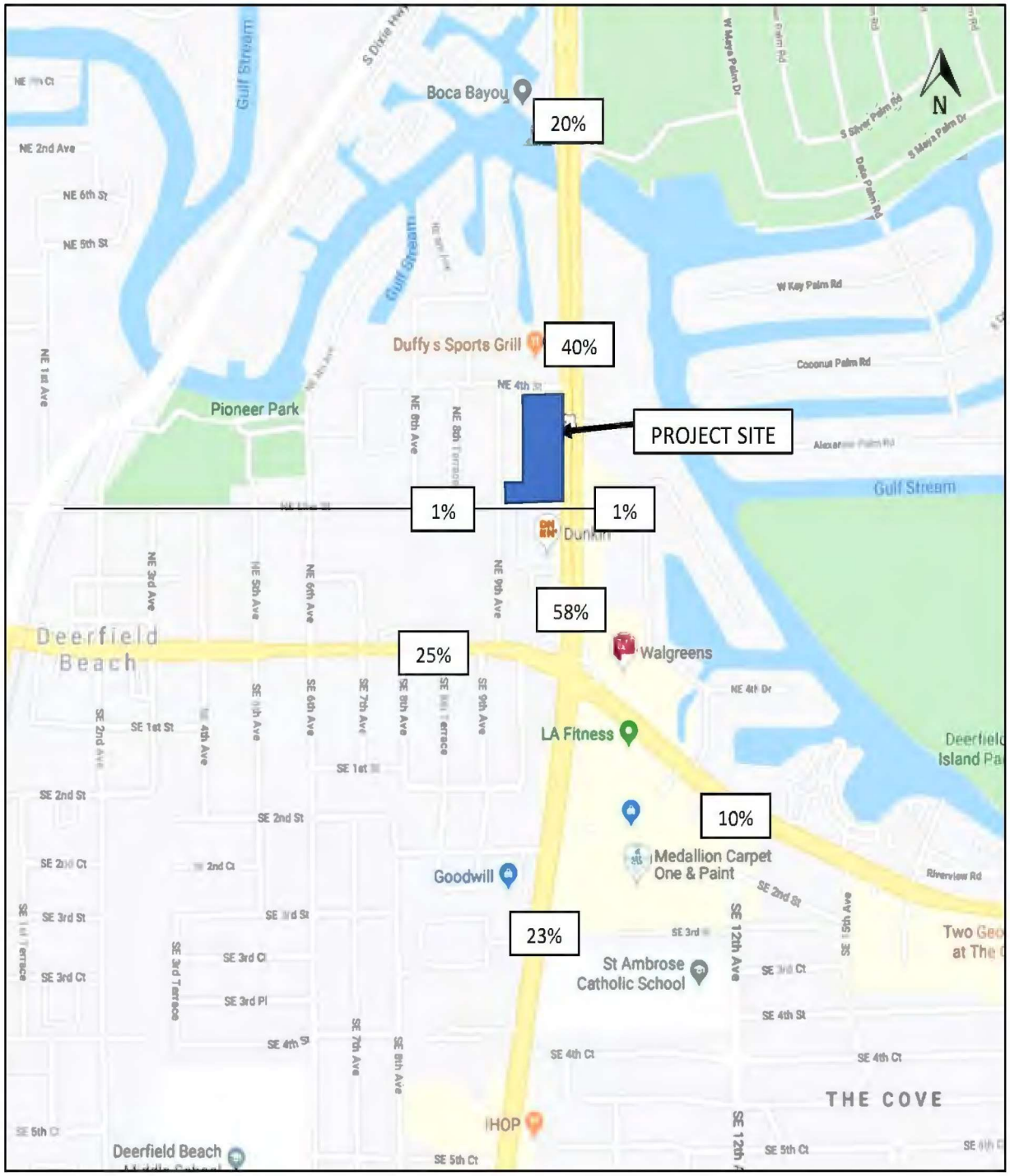
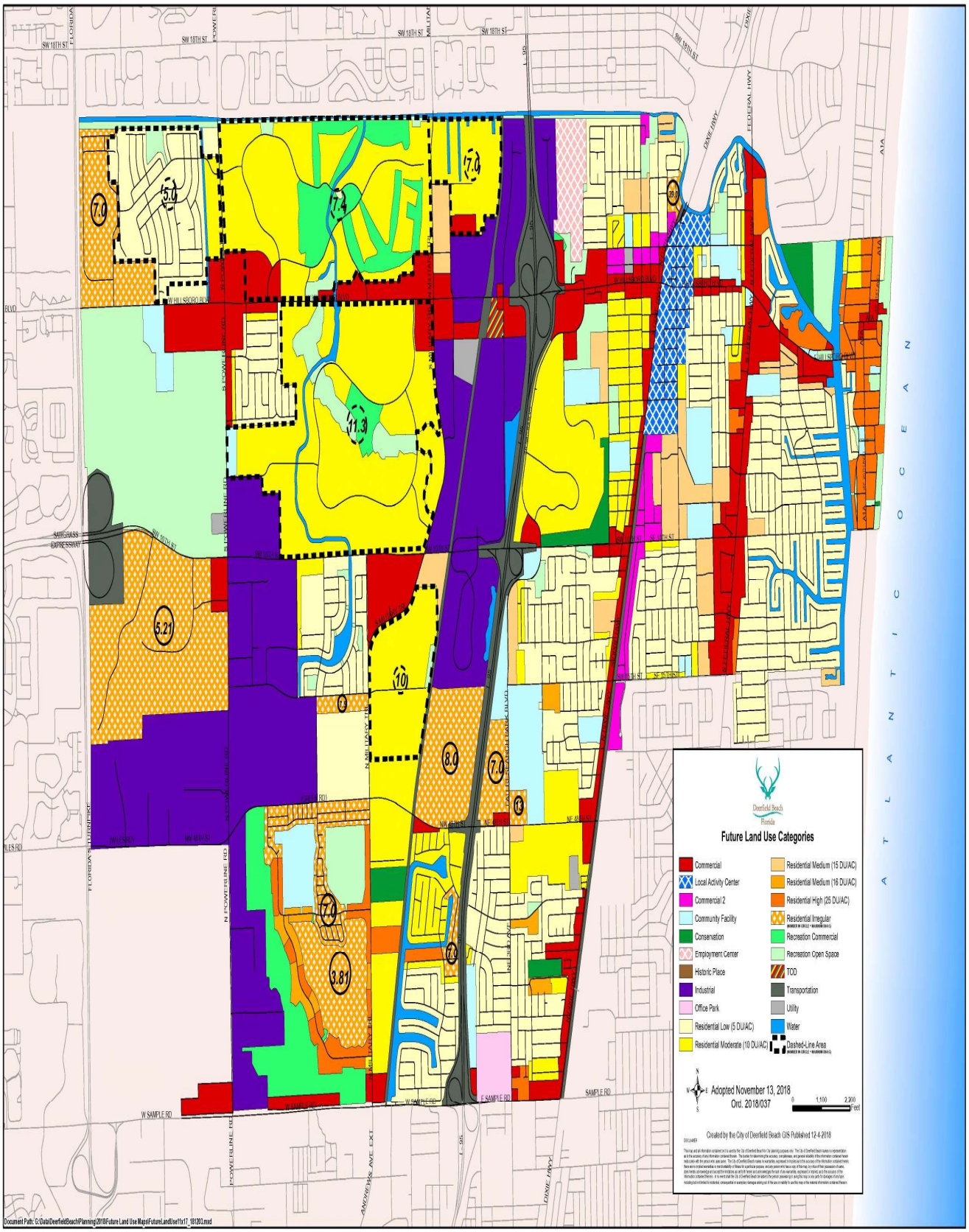
Exhibit 2: Trip Distribution




Future Land Use Categories
Commercial
Local Activity Center
Commercial 2
Community Facility
Conservation
Employment Center
Historic Place
Industrial
Office Park
Residential Low (5 DU/AC)
Residential Moderate (10 DU/AC)
Residential Medium (15 DU/AC)
Residential Medium (16 DU/AC)
Residential High (25 DU/AC)
Residential Irregular
Recreation Commercial
Recreation Open Space
TOD
Transportation
Utility
Water
Dashed-Line Area
Adopted November 13, 2018
Ord. 2018/037
Created by the City of Deerfield Beach GIS Published 12-4-2018
ATLANTIC OCEAN
SW 18TH ST
W HILLSBORO BLVD
SAWGRASS EXPRESSWAY
SW 10TH ST
NW 48TH ST
NE 48TH ST
NE 16TH ST
NE 15TH ST
NE 14TH ST
NE 13TH ST
NE 12TH ST
NE 11TH ST
NE 10TH ST
NE 9TH ST
NE 8TH ST
NE 7TH ST
NE 6TH ST
NE 5TH ST
NE 4TH ST
NE 3RD ST
NE 2ND ST
NE 1ST ST
W SAMPLE RD
E SAMPLE RD
SAMPLE RD
N POWERLINE RD
POWERLINE RD
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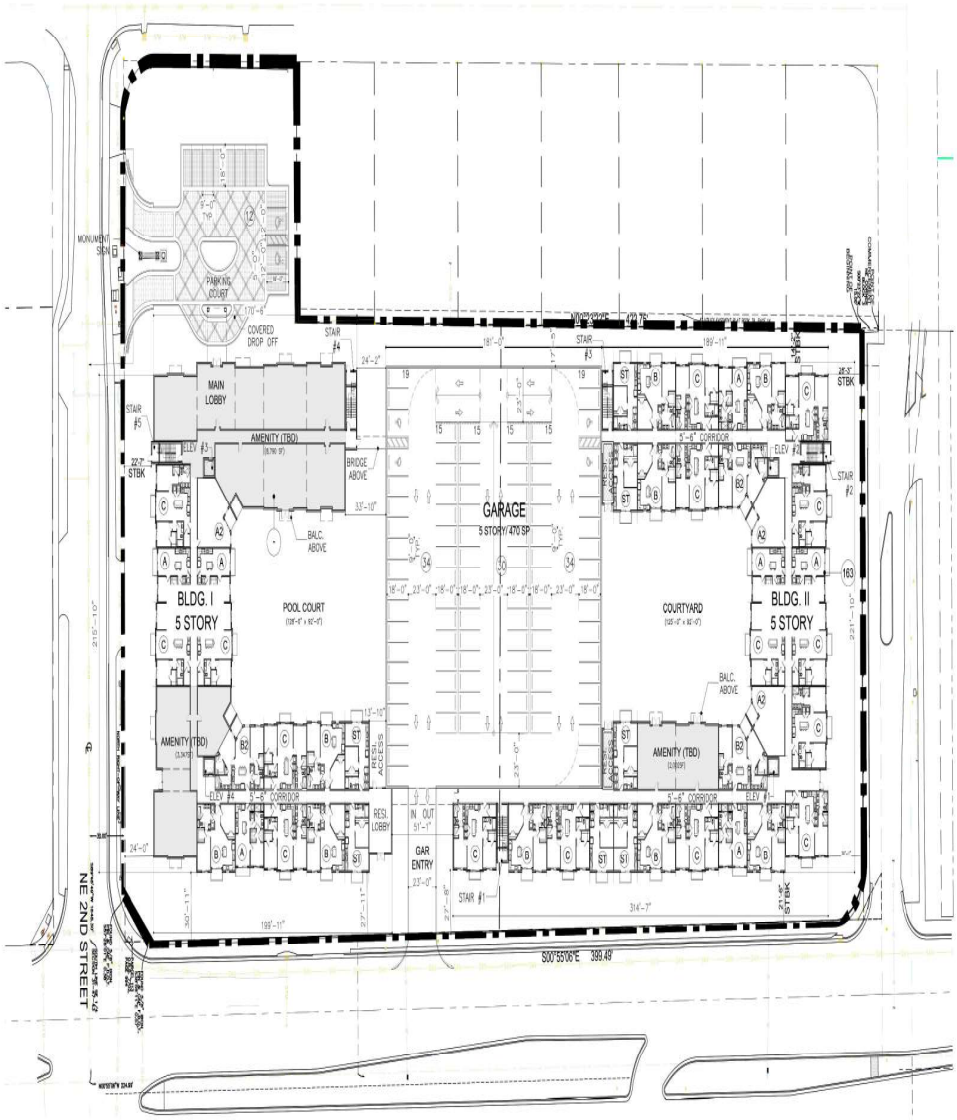
Deerfield Beach

BASE - SITE PLAN



SITE PLAN

SCALE: 1" = 30'

NORTH

CENTRUM
REALTY & DEVELOPMENT

10/17/2019

MSA ARCHITECTS
ARCHITECTURE & PLANNING

SP-1

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Land Use: 221
Multifamily Housing (Mid-Rise)

Description

Mid-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have between three and 10 levels (floors). Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), off-campus student apartment (Land Use 225), and mid-rise residential with 1st-floor commercial (Land Use 231) are related land uses.

Additional Data

In prior editions of *Trip Generation Manual*, the mid-rise multifamily housing sites were further divided into rental and condominium categories. An investigation of vehicle trip data found no clear differences in trip making patterns between the rental and condominium sites within the ITE database. As more data are compiled for future editions, this land use classification can be reinvestigated.

For the six sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.46 residents per occupied dwelling unit.

For the five sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 95.7 percent of the total dwelling units were occupied.

Time-of-day distribution data for this land use are presented in Appendix A. For the eight general urban/suburban sites with data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 7:00 and 8:00 a.m. and 4:45 and 5:45 p.m., respectively.

For the four dense multi-use urban sites with 24-hour count data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 7:15 and 8:15 a.m. and 4:15 and 5:15 p.m., respectively. For the three center city core sites with 24-hour count data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 6:45 and 7:45 a.m. and 5:00 and 6:00 p.m., respectively.

For the six sites for which data were provided for both occupied dwelling units and residents, there was an average of 2.46 residents per occupied dwelling unit.

For the five sites for which data were provided for both occupied dwelling units and total dwelling units, an average of 95.7 percent of the units were occupied.

The average numbers of person trips per vehicle trip at the five center city core sites at which both person trip and vehicle trip data were collected were as follows:

- 1.84 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.94 during Weekday, AM Peak Hour of Generator
- 2.07 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 2.59 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 32 dense multi-use urban sites at which both person trip and vehicle trip data were collected were as follows:

- 1.90 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.90 during Weekday, AM Peak Hour of Generator
- 2.00 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 2.08 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 13 general urban/suburban sites at which both person trip and vehicle trip data were collected were as follows:

- 1.56 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.88 during Weekday, AM Peak Hour of Generator
- 1.70 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 2.07 during Weekday, PM Peak Hour of Generator

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), British Columbia (CAN), California, Delaware, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Minnesota, New Hampshire, New Jersey, Ontario, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Utah, Virginia, and Wisconsin.

Source Numbers

188, 188, 204, 305, 306, 321, 357, 390, 436, 525, 530, 579, 638, 818, 857, 866, 901, 904, 910, 912, 918, 934, 936, 939, 944, 947, 948, 949, 959, 963, 964, 966, 967, 969, 970

Multifamily Housing (Mid-Rise)
(221)

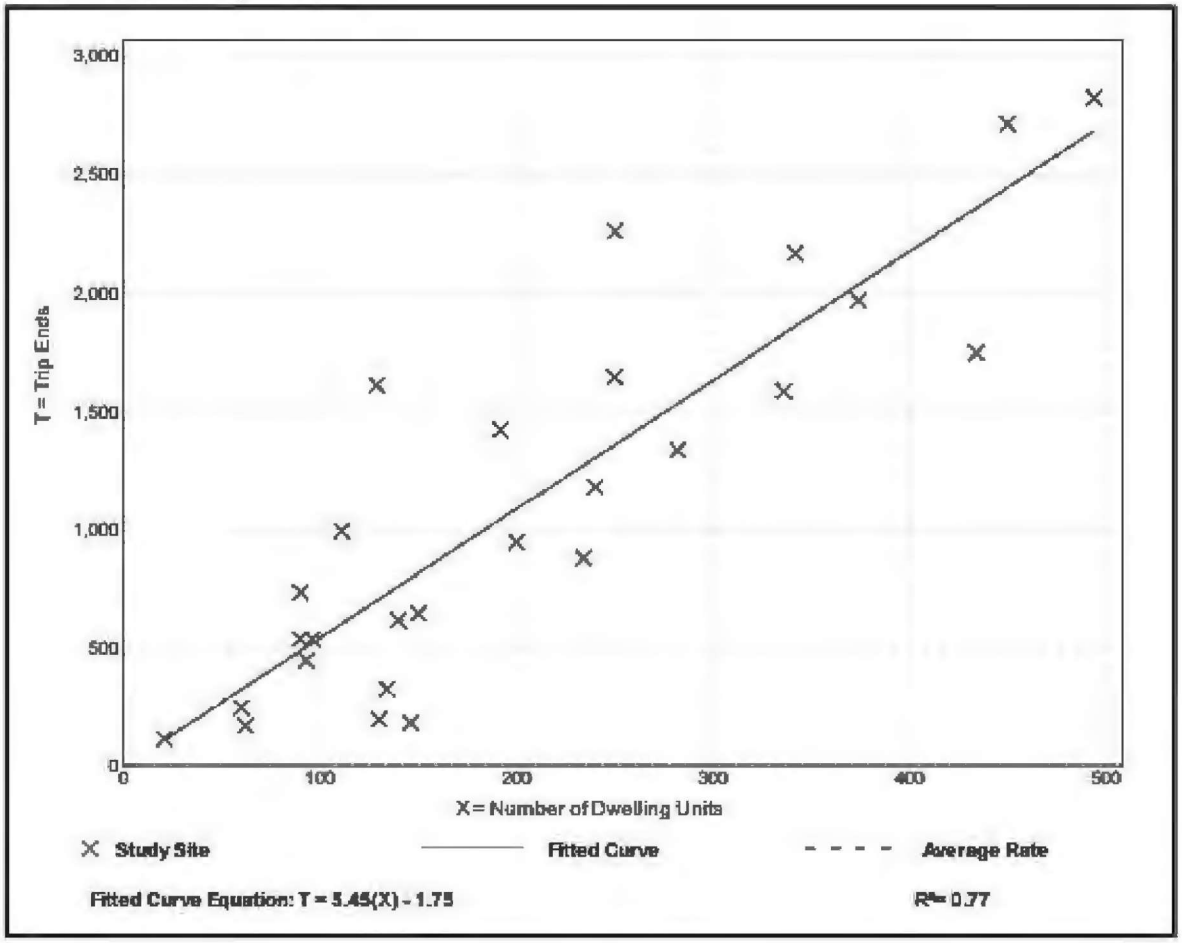
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 27
Avg. Num. of Dwelling Units: 205
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
5.44	1.27 - 12.50	2.03

Data Plot and Equation



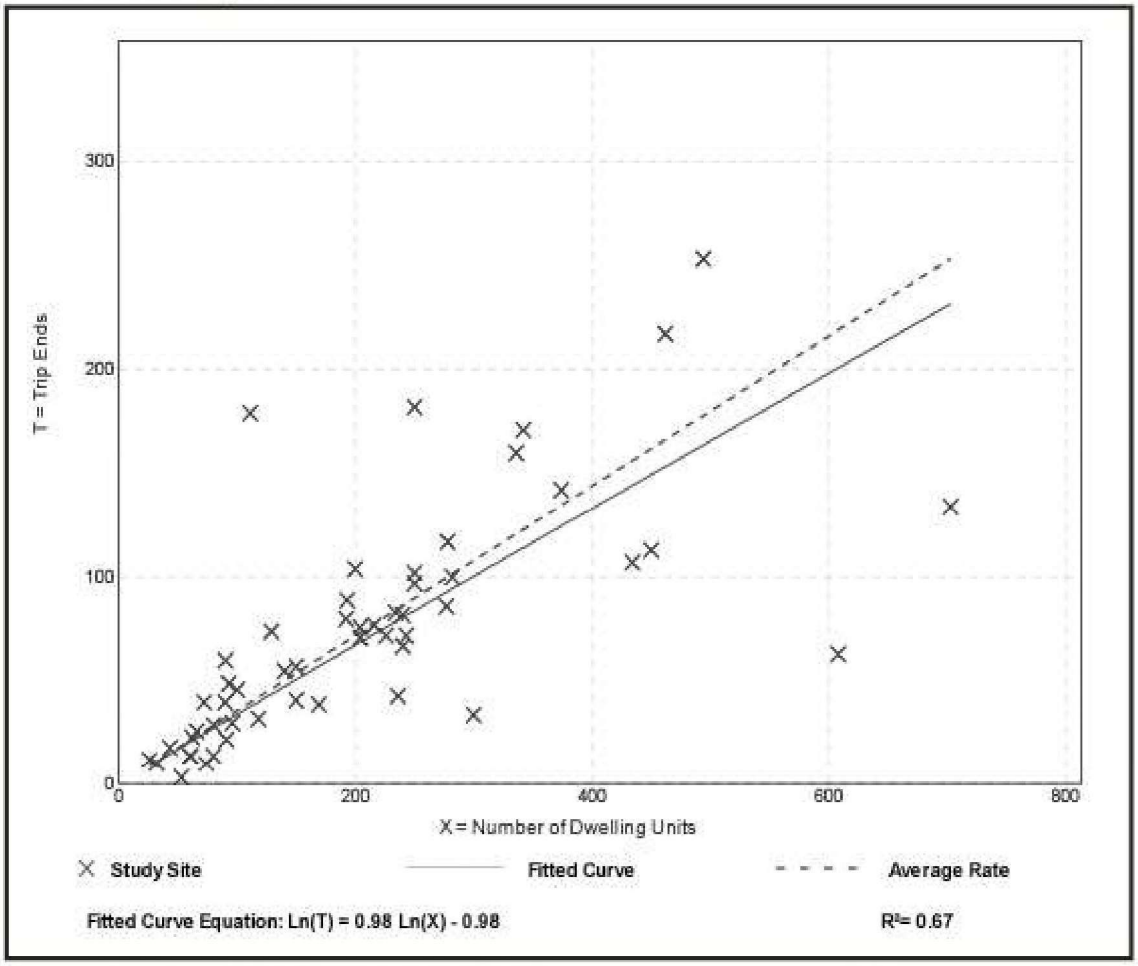
Multifamily Housing (Mid-Rise)
(221)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 53
Avg. Num. of Dwelling Units: 207
Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.36	0.06 - 1.61	0.19

Data Plot and Equation



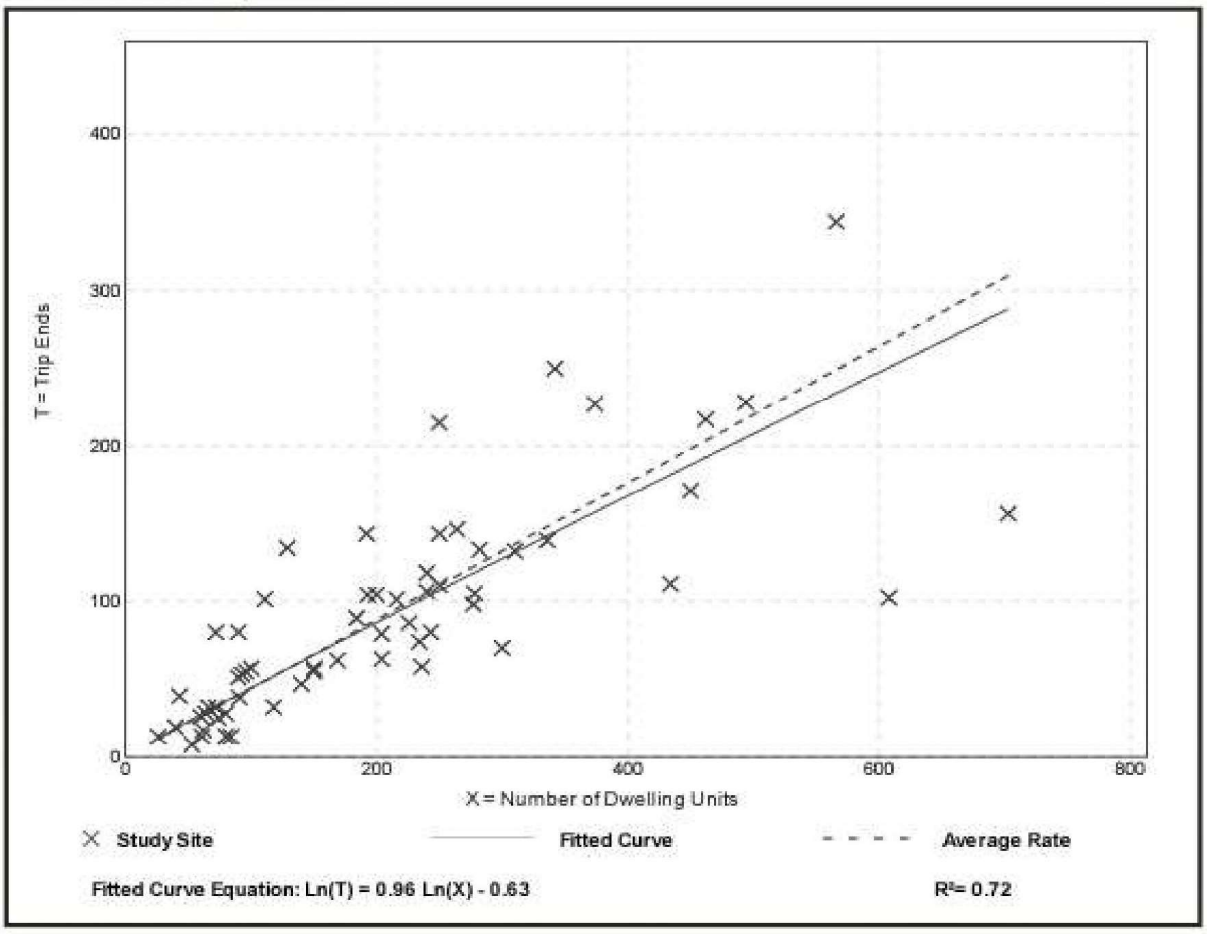
Multifamily Housing (Mid-Rise)
(221)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 60
Avg. Num. of Dwelling Units: 208
Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.44	0.15 - 1.11	0.19

Data Plot and Equation



Land Use: 820
Shopping Center

Description

A shopping center is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. A shopping center's composition is related to its market area in terms of size, location, and type of store. A shopping center also provides on-site parking facilities sufficient to serve its own parking demands. Factory outlet center (Land Use 823) is a related use.

Additional Data

Shopping centers, including neighborhood centers, community centers, regional centers, and super regional centers, were surveyed for this land use. Some of these centers contained non-merchandising facilities, such as office buildings, movie theaters, restaurants, post offices, banks, health clubs, and recreational facilities (for example, ice skating rinks or indoor miniature golf courses).

Many shopping centers, in addition to the integrated unit of shops in one building or enclosed around a mall, include outparcels (peripheral buildings or pads located on the perimeter of the center adjacent to the streets and major access points). These buildings are typically drive-in banks, retail stores, restaurants, or small offices. Although the data herein do not indicate which of the centers studied included peripheral buildings, it can be assumed that some of the data show their effect.

The vehicle trips generated at a shopping center are based upon the total GLA of the center. In cases of smaller centers without an enclosed mall or peripheral buildings, the GLA could be the same as the gross floor area of the building.

Time-of-day distribution data for this land use are presented in Appendix A. For the 10 general urban/suburban sites with data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 11:45 a.m. and 12:45 p.m. and 12:15 and 1:15 p.m., respectively.

The average numbers of person trips per vehicle trip at the 27 general urban/suburban sites at which both person trip and vehicle trip data were collected were as follows:

- 1.31 during Weekday, AM Peak Hour of Generator
- 1.43 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 1.46 during Weekday, PM Peak Hour of Generator

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), British Columbia (CAN), California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Nevada, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, and Wisconsin.

Source Numbers

105, 110, 154, 156, 159, 186, 190, 198, 199, 202, 204, 211, 213, 239, 251, 259, 260, 269, 294, 295, 299, 300, 301, 304, 305, 307, 308, 309, 310, 311, 314, 315, 316, 317, 319, 358, 365, 376, 385, 390, 400, 404, 414, 420, 423, 428, 437, 440, 442, 444, 446, 507, 562, 580, 598, 629, 658, 702, 715, 728, 868, 870, 871, 880, 899, 908, 912, 915, 926, 936, 944, 946, 960, 961, 962, 973, 974, 978

Shopping Center
(820)

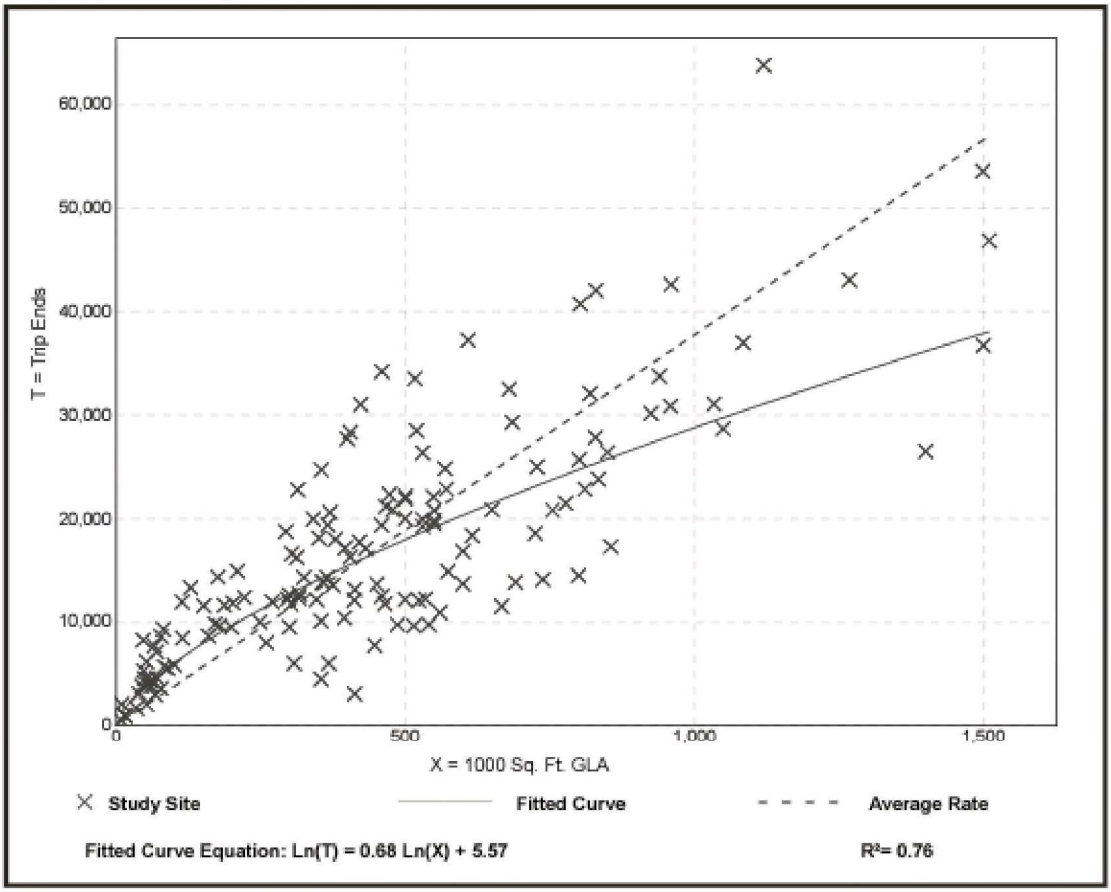
Vehicle Trip Ends vs: **1000 Sq. Ft. GLA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 147
1000 Sq. Ft. GLA: 453
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
37.75	7.42 - 207.98	16.41

Data Plot and Equation



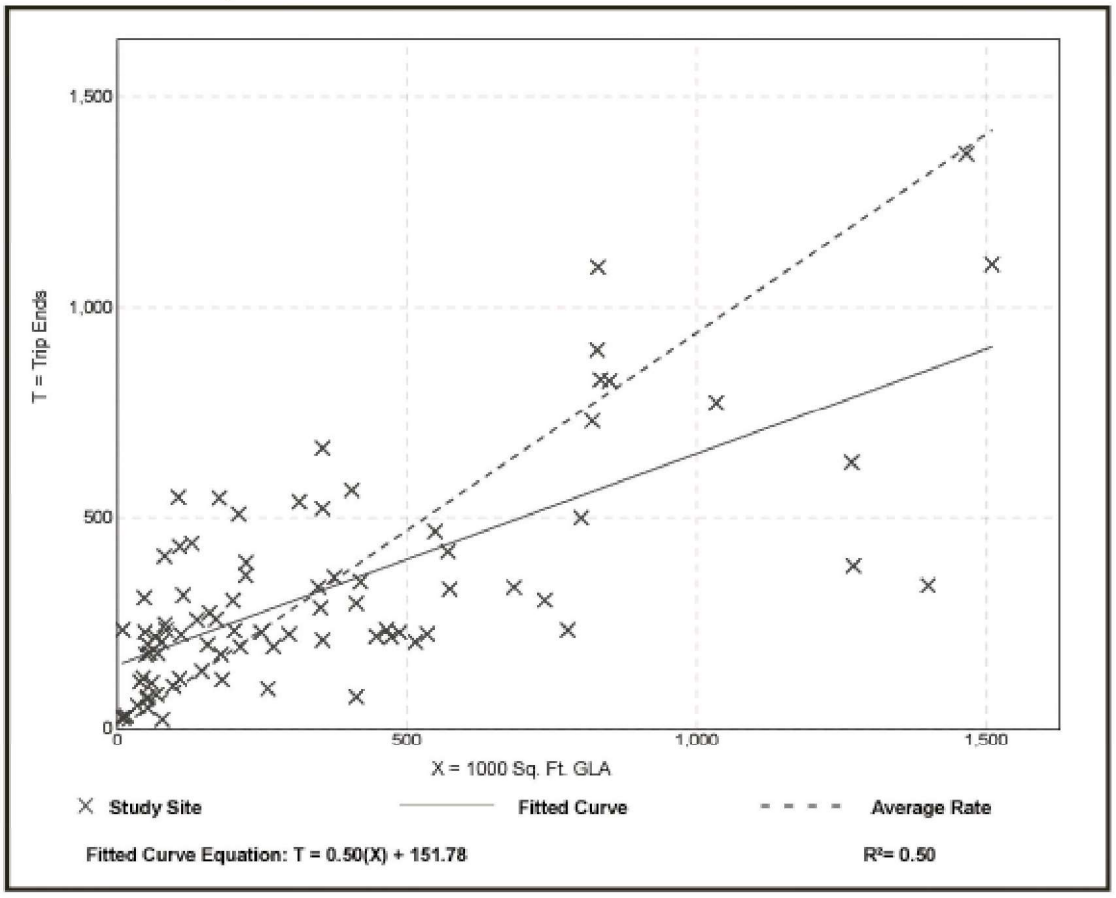
Shopping Center
(820)

Vehicle Trip Ends vs:	**1000 Sq. Ft. GLA**
On a:	**Weekday,** **Peak Hour of Adjacent Street Traffic,** **One Hour Between 7 and 9 a.m.**
Setting/Location:	**General Urban/Suburban**
Number of Studies:	84
1000 Sq. Ft. GLA:	351
Directional Distribution:	62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
0.94	0.18 - 23.74	0.87

Data Plot and Equation



Shopping Center
(820)

Vehicle Trip Ends vs:	**1000 Sq. Ft. GLA**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 4 and 6 p.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	261
1000 Sq. Ft. GLA:	327
Directional Distribution:	48% entering, 52% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
3.81	0.74 - 18.69	2.04

Data Plot and Equation

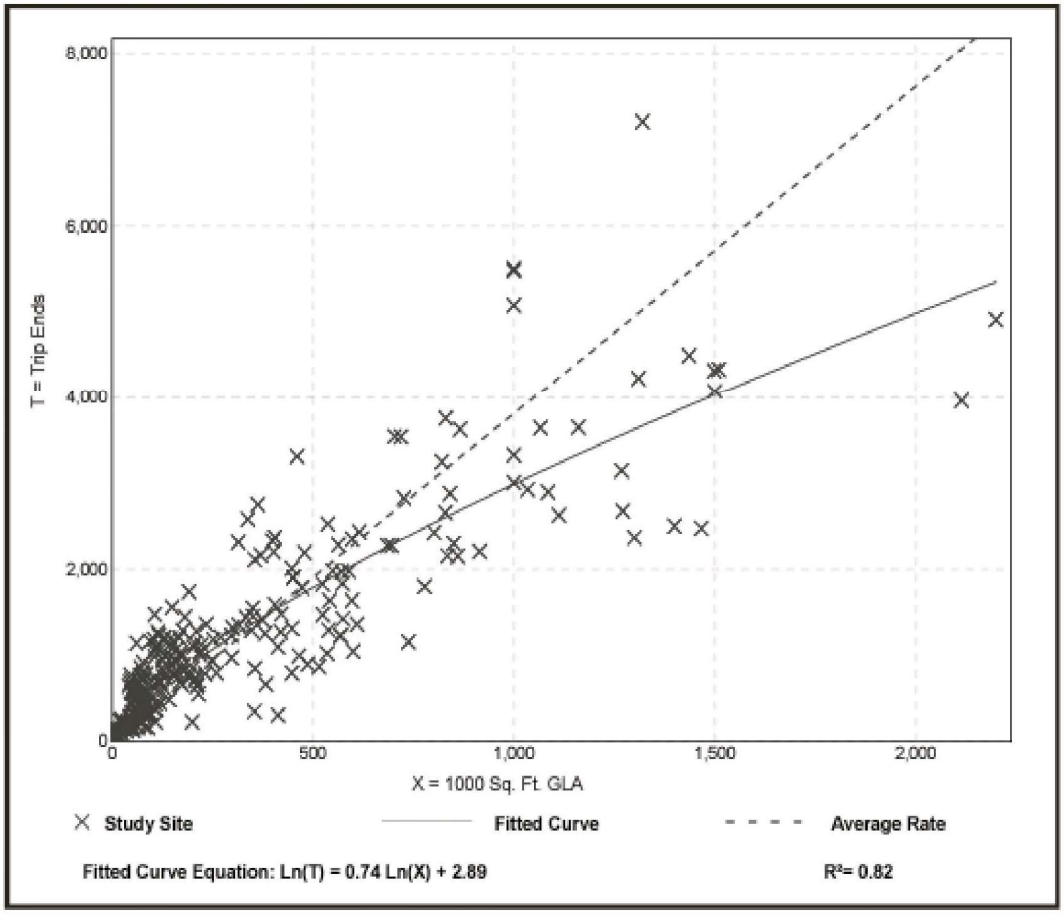


Table E.1 Land Use Codes and Time Periods with Pass-By Data

AM	PM	Land Use Code and Title	Time Period	Table	Figure	
	0	565 Day Care Center	Weekday, PM Peak Period	F.2	—	
	29%	813 Free-Standing Discount Superstore	Weekday, PM Peak Period	F.3	F.1/F.2	
			Saturday, Mid-day Peak Period	F.4	F.3	
	34%	814 Variety Store	Weekday, PM Peak Period	F.5	—	
	17%	815 Free-Standing Discount Store	Weekday, PM Peak Period	F.6	F.4/F.5	
			Saturday, Mid-day Peak Period	F.7	F.6	
	26%	816 Hardware/Paint Store	Weekday, PM Peak Period	F.8	—	
	34%	820 Shopping Center	Weekday, PM Peak Period	F.9	F.7/F.8	
			Saturday, Mid-day Peak Period	F.10	F.9	
		843 Automobile Parts Sales	Weekday, PM Peak Period	F.11	—	
	28%	848 Tire Store	Weekday, PM Peak Period	F.12	—	
	36%	850 Supermarket	Weekday, PM Peak Period	F.13	F.10	
	51%	851 Convenience Market (Open 24 Hours)	Weekday, PM Peak Period	F.14	—	
63%	66%	853 Convenience Market with Gasoline Pumps	Weekday, AM Peak Period	F.15	F.11	
			Weekday, PM Peak Period	F.16	F.12/F.13	
	21%	854 Discount Supermarket	Weekday, PM Peak Period	F.17	F.14	
	37%	857 Discount Club	Weekday, PM Peak Period	F.18	—	
			Saturday, Mid-day Peak Period	F.19	—	
	42%	862 Home Improvement Superstore	Weekday, PM Peak Period	F.20	—	
		863 Electronics Superstore	Weekday, PM Peak Period	F.21	—	
	53%	880 Pharmacy/Drugstore without Drive-Through Window	Weekday, PM Peak Period	F.22	—	
	49%	881 Pharmacy/Drugstore with Drive-Through Window	Weekday, PM Peak Period	F.23	—	
	53%	890 Furniture Store	Weekday, PM Peak Period	F.24	—	
29%	35%	912 Drive-In Bank	Weekday, AM Peak Period	F.25	—	
			Weekday, Mid-day Peak Period Weekday, PM Peak Period	F.26 F.27	— F.15	
			Saturday, Mid-day Peak Period	F.28	—	
	44%	931 Quality Restaurant	Weekday, PM Peak Period	F.29	—	
	43%	932 High-Turnover (Sit-Down) Restaurant	Weekday, PM Peak Period	F.30	F.16	
49%	50%	934 Fast-Food Restaurant with Drive-Through Window	Weekday, AM Peak Period	F.31	—	
			Weekday, PM Peak Period	F.32	F.17	
		938 Coffee/Donut Shop with Drive-Through Window and No Indoor Seating (Coffee/Espresso Stand)	Weekday	F.33/F.34	—	89% Weekday
58%	42%	944 Gasoline/Service Station	Weekday, AM Peak Period	F.35	—	
			Weekday, PM Peak Period	F.36	—	
62%	56%	945 Gasoline/Service Station with Convenience Market	Weekday, AM Peak Period	F.37	F.18	
			Weekday, PM Peak Period	F.38	F.19	

Table E.9 (Cont'd) Pass-By and Non-Pass-By Trips Weekday, PM Peak Period Land Use Code 820—Shopping Center

SIZE (1,000 SQ. FT. GLA)	LOCATION	WEEKDAY SURVEY DATE	NO. OF INTERVIEWS	TIME PERIOD	PASS-BY TRIP (%)	NON-PASS-BY TRIP (%)			ADJ. STREET PEAK HOUR VOLUME	AVERAGE 24-HOUR TRAFFIC	SOURCE
						PRIMARY	DIVERTED	TOTAL			
921	Albany, NY	July & Aug. 1985	196	4:00–6:00 p.m.	23	42	35	77	—	60,950	Raymond Keyes Assoc.
108	Overland Park, KS	July 1988	111	4:30–5:30 p.m.	26	61	13	74	—	34,000	—
118	Overland Park, KS	Aug. 1988	123	4:30–5:30 p.m.	25	55	20	75	—	—	—
256	Greece, NY	June 1988	120	4:00–6:00 p.m.	38	62	—	62	—	23,410	Sear Brown
160	Greece, NY	June 1988	78	4:00–6:00 p.m.	29	71	—	71	—	57,306	Sear Brown
550	Greece, NY	June 1988	117	4:00–6:00 p.m.	48	52	—	52	—	40,763	Sear Brown
51	Boca Raton, FL	Dec. 1987	110	4:00–6:00 p.m.	33	34	33	67	—	42,225	Kimley-Horn and Assoc. Inc.
1,090	Ross Twp, PA	July 1988	411	2:00–8:00 p.m.	34	56	10	66	—	51,500	Wilbur Smith and Assoc.
97	Upper Dublin Twp, PA	Winter 1988/89	—	4:00–6:00 p.m.	41	—	—	59	—	34,000	McMahon Associates
118	Tredyffrin Twp, PA	Winter 1988/89	—	4:00–6:00 p.m.	24	—	—	76	—	10,000	Booz Allen & Hamilton
122	Lawnside, NJ	Winter 1988/89	—	4:00–6:00 p.m.	37	—	—	63	—	20,000	Pennoni Associates
126	Boca Raton, FL	Winter 1988/89	—	4:00–6:00 p.m.	43	—	—	57	—	40,000	McMahon Associates
150	Willow Grove, PA	Winter 1988/89	—	4:00–6:00 p.m.	39	—	—	61	—	26,000	Booz Allen & Hamilton
153	Broward Cnty., FL	Winter 1988/89	—	4:00–6:00 p.m.	50	—	—	50	—	85,000	McMahon Associates
153	Arden, DE	Winter 1988/89	—	4:00–6:00 p.m.	30	—	—	70	—	26,000	Orth-Rodgers & Assoc. Inc.
154	Doylestown, PA	Winter 1988/89	—	4:00–6:00 p.m.	32	—	—	68	—	29,000	Orth-Rodgers & Assoc. Inc.
164	Middletown Twp, PA	Winter 1988/89	—	4:00–6:00 p.m.	33	—	—	67	—	25,000	Booz Allen & Hamilton
166	Haddon Twp, NJ	Winter 1988/89	—	4:00–6:00 p.m.	20	—	—	80	—	6,000	Pennoni Associates
205	Broward Cnty., FL	Winter 1988/89	—	4:00–6:00 p.m.	55	—	—	45	—	62,000	McMahon Associates

Table E.9 (Cont'd) Pass-By and Non-Pass-By Trips Weekday, PM Peak Period Land Use Code 820—Shopping Center

SIZE (1,000 SQ. FT. GLA)	LOCATION	WEEKDAY SURVEY DATE	NO. OF INTERVIEWS	TIME PERIOD	PASS-BY TRIP (%)	NON-PASS-BY TRIP (%)			ADJ. STREET PEAK HOUR VOLUME	AVERAGE 24-HOUR TRAFFIC	SOURCE
						PRIMARY	DIVERTED	TOTAL			
237	W. Windsor Twp, NJ	Winter 1988/89	—	4:00–6:00 p.m.	48	—	—	52	—	46,000	Booz Allen & Hamilton
242	Willow Grove, PA	Winter 1988/89	—	4:00–6:00 p.m.	37	—	—	63	—	26,000	McMahon Associates
297	Whitehall, PA	Winter 1988/89	—	4:00–6:00 p.m.	33	—	—	67	—	26,000	Orth-Rodgers & Assoc. Inc.
360	Broward Cnty., FL	Winter 1988/89	—	4:00–6:00 p.m.	44	—	—	56	—	73,000	McMahon Associates
370	Pittsburgh, PA	Winter 1988/89	—	4:00–6:00 p.m.	19	—	—	81	—	33,000	Wilbur Smith
150	Portland, OR	—	519	4:00–6:00 p.m.	68	6	26	32	—	25,000	Kittelson and Associates
150	Portland, OR	—	655	4:00–6:00 p.m.	65	7	28	35	—	30,000	Kittelson and Associates
760	Calgary, Alberta	Oct.-Dec. 1987	15,436	4:00–6:00 p.m.	20	39	41	80	—	—	City of Calgary DOT
178	Bordentown, NJ	Apr. 1989	154	2:00–6:00 p.m.	35	—	—	65	—	37,980	Raymond Keyes Assoc.
144	Manalapan, NJ	July 1990	176	3:30–6:15 p.m.	32	44	24	68	—	69,347	Raymond Keyes Assoc.
549	Natick, MA	Feb. 1989	—	4:45–5:45 p.m.	33	26	41	67	—	48,782	Raymond Keyes Assoc.

Average Pass-By Trip Percentage: 34
"—" means no data were provided

EXHIBIT K

Mass Transit Service Letter

Transportation Department
TRANSIT DIVISION-Service and Capital Planning
1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8482

VIA EMAIL

October 28, 2019

Cynthia A. Pasch, AICP
Land Planner
Greenspoon Marder, P.A.
Trade Centre South, Suite 700
100 W. Cypress Creek Rd
Fort Lauderdale, FL 33309-2140

RE: Transit Verification Letter – US-1 & NE 2nd St LUPA

Dear Ms. Pasch:

Broward County Transit (BCT) has reviewed your correspondence dated October 24th, 2019 regarding the Land Use Plan Amendment (LUPA) of a 5+/- acre property located on the northwest corner of US-1 and NE 2nd St in the City of Deerfield Beach for current and planned transit service. The current transit service provided within a quarter mile of the amendment site is limited to BCT Route 10, 48, and the City of Deerfield Beach Community Shuttle Express II. Please refer to the following table for detailed information.

BUS ROUTE	DAYS OF SERVICE	SERVICE SPAN A.M. – P.M	SERVICE FREQUENCY
10	Weekday Saturday Sunday	5:10a – 11:56p 5:10a – 11:22p 8:20a – 9:35p	22-30 minutes 30 minutes 41 minutes
48	Weekday Saturday	5:40a – 9:01p 6:15a – 9:01p	55 minutes 55 minutes
Deerfield Beach Community Shuttle Express II	Weekday	8:00a – 4:00p	60 minutes

As part of the 30 year, one-cent surtax for transportation, BCT will be implementing a number of fixed route bus improvements, including shorter headways and increased span of service on weekdays and weekends, for BCT Route 10 and 48. Planned FY 2020

Broward County Board of County Commissioners
Mark D. Bogen • Beam Furr • Steve Geller • Dale V.C. Holness • Lamar P. Fisher • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
Broward.org

Transportation Department
TRANSIT DIVISION-Service and Capital Planning
1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8482

improvements include the extension of the western segment of Route 48 to the Coconut Creek Casino on Sample Rd via US-441 / SR-7.

BCT can accommodate additional transit demand, as described in the Mass Transit Analysis, with planned fixed route bus service to the amendment site.

Please be advised that the needs of any existing or future bus stops located adjacent or within the amendment site will be addressed during the project's development review process.

BCT has no objections to this LUPA but recommends that any proposed development on the amendment site be designed to provide safe movement for pedestrians and bicycles including transit connectivity between the existing sidewalk / bicycle network and proposed future bus stops.

Please feel free to call me at 954-357-6543 or email me at luortiz@broward.org if you require any additional information or clarification on this matter.

Sincerely,

Luis R. Ortíz Sánchez
Service Planner
Service and Capital Planning

Broward County Board of County Commissioners
Mark D. Bogen • Beam Furr • Steve Geller • Dale V.C. Holness • Chip LaMarca • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
Broward.org

EXHIBIT L

Public School Impact Analysis

The School Board of Broward County, Florida

SCHOOL CONSISTENCY REVIEW REPORT

LAND USE
SBBC-2784-2019
County No: TBD
CRD Federal Property

February 21, 2020

Growth Management
Facility Planning and Real Estate Department
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301
Tel: (754) 321-2177 Fax: (754) 321-2179
www.browardschools.com

SCHOOL CONSISTENCY REVIEW REPORT - LAND USE

PROJECT INFORMATION		IMPACT OF PROPOSED CHANGE			PROPERTY INFORMATION	
Date: February 21, 2020		Units Permitted	6	Units Proposed 277	Existing Land Use:	Commercial
Name: CRD Federal Property		NET CHANGE (UNITS):		271	Proposed Land Use:	Irregular (48.1)
SBBC Project Number: SBBC-2784-2019		Students	Permitted	Proposed NET CHANGE	Current Zoning	Commercial/RM-10
County Project Number: TBD		Elem	0	8 8	Proposed Zoning:	PDD
Municipality Project Number:		Mid	0	4 4	Section:	31
Owner/Developer: CRD Federal LLC		High	0	6 6	Township:	47
Jurisdiction: Deerfield Beach		Total	0	18 18	Range:	43

SHORT RANGE - 5-YEAR IMPACT

Currently Assigned Schools	Gross Capacity	LOS* Capacity	Benchmark** Enrollment	Over/Under LOS	Classroom Equivalent Needed to Meet LOS	% of LOS*** Capacity	
Deerfield Beach Elementary	665	672	592	-80	-4	88.1%	
Deerfield Beach Middle	1,482	1,543	1,178	-365	-16	76.3%	
Deerfield Beach High	2,848	2,848	2,531	-317	-15	88.9%	

Currently Assigned Schools	Adjusted Benchmark	Over/Under LOS-Adj. Benchmark Enrollment	% LOS Capacity Adjusted Benchmark	Projected Enrollment 20/21	21/22	22/23	23/24	24/25
Deerfield Beach Elementary	592	-80	88.1%	591	575	560	578	589
Deerfield Beach Middle	1,178	-365	76.3%	1,165	1,133	1,157	1,181	1,205
Deerfield Beach High	2,531	-317	88.9%	2,520	2,531	2,522	2,513	2,484

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code.
A traditional cohort survival methodology is used to project school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: http://www.broward.k12.fl.us/sdaf/enrollmentProjections.asp. The enrollment projections do not apply to individual charter school enrollment impacts against school facility review processes.
* This number already represents the higher of 100% gross capacity or 110% permanent capacity. ** The first Monday following Labor Day. *** Greater than 100% represents above the adopted Level Of Service (LOS)
INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

School Consistency Review Report - Prepared by the Facility Planning and Real Estate Department - The School Board of Broward County, Florida Page 1

LONG RANGE - TEN-YEAR IMPACT

Impacted Planning Area	School District's Planning Area Data			Aggregate Projected Enrollment				
	Aggregate School Capacity	Aggregate Enrollment	Aggregate Over/(Under) Enrollment	24/25	25/26	26/27	27/28	28/29
Area B - Elementary	20,187	15,834	-4,353	19,169	19,530	19,892	20,253	20,615
Area B - Middle	7,580	6,752	-828	7,820	7,911	8,002	8,092	8,183
Area B - High	12,673	10,618	-2,055	8,821	8,854	8,887	8,920	8,953

CHARTER SCHOOL INFORMATION

Charter Schools within 2-mile radius	2019-20 Contract Permanent Capacity	2019-20 Benchmark** Enrollment	Over/(Under)	Projected Enrollment		
				20/21	21/22	22/23
Somerset Academy Key Middle	495	423	-72	423	423	423
Somerset Key High School	800	228	-572	228	228	228

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code.
A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: http://www.broward.k12.fl.us/dsa/EnrollmentProj.shtml. The annual benchmark school enrollment is used to apply individual charter school enrollment impacts against school facility review processes.

**The first Monday following Labor Day
INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

PLANNED AND FUNDED CAPACITY ADDITION IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN
(Years 1 - 5)

School(s)	Description of Capacity Additions
Deerfield Beach Elementary	There no capacity additions scheduled in the ADEFP that would increase the reflected FISH capacity of the school.
Deerfield Beach Middle	There no capacity additions scheduled in the ADEFP that would increase the reflected FISH capacity of the school.
Deerfield Beach High	There no capacity additions scheduled in the ADEFP that would increase the reflected FISH capacity of the school.

PLANNED CAPACITY ADDITION IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN
(Years 6 - 10)

Capacity Additions for Planning Area B	
School Level	**Comments**
Elementary	None
Middle	None
High	None

INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

Comments

Information contained in the application indicates that the approximately 5-acre site is generally located west of North Federal Highway between NE 4th and NE 2nd Streets in the City of Deerfield Beach. The current land use designation for the site is Commercial, which allows 6 mid-rise (all two or more bedroom) residential units. The applicant proposes to change the land use designation to Irregular (48.1) Residential to allow 277 (all two or more bedroom) mid-rise units, which are anticipated to generate 18 additional students (8 elementary, 4 middle, and 6 high) into Broward County Public Schools.

This application was reviewed based on its location in the School District's Long Range Seven Planning Areas, and Ten-Year Long Range Plan contained in the Adopted District Educational Facilities Plan (DEFP). However, the statistical data regarding the Level of Service (LOS) standard status of the actual schools impacted by this land use application in the initial five years of the ten-year period is depicted herein for informational purposes only.

Schools serving the amendment site in the 2019-20 school year are Deerfield Beach Elementary, Deerfield Beach Middle, and Deerfield Beach High. Based on the District's Public School Concurrency Planning Document, all the schools are operating below the adopted LOS of the higher of 100% gross capacities or 110% permanent capacities in the 2019-20 school year. Incorporating the cumulative students anticipated from approved and vested developments anticipated to be built within the next three years (2019-20 – 2021-22), all the schools are expected to operate below the adopted LOS of the higher of 100% gross capacities or 110% permanent capacities through the 2021-22 school year. It should be noted that the school capacity or Florida Inventory of School Houses (FISH) for the impacted schools reflects compliance with the class size constitutional amendment and the permanent capacity additions that are planned for the schools within the first three years of the Five-Year Adopted DEFP, FY 2019-20 – 2023-24. In addition, to ensure maximum utilization of the impacted Concurrency Service Areas, the Board may utilize other options such as school boundary changes to accommodate students generated from developments in the County. Charter schools located within a two-mile radius of the subject site in the 2019-20 school year are depicted herein.

Capital Improvements scheduled in the long-range section of the currently Adopted DEFP Fiscal Years 2019-20 – 2023-24 regarding pertinent impacted schools are depicted above. Based on the School District's Seven Long Range Planning Areas, the amendment site is located within School District Planning Area "B" and the elementary, middle, and high schools currently serving Planning Area "B" and their cumulative student enrollments, cumulative capacities, and pertinent student enrollment projections are depicted herein. Therefore, Planning Area "B" is anticipated to have sufficient excess capacity to support the students generated by the residential units proposed in the Planning Area.

Please be advised that if approved, the units from this project will be subject to a public school concurrency review at the plat, site plan (or functional equivalent) phase of development review, whichever comes first.

INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

School Consistency Review Report - Prepared by the Facility Planning and Real Estate Department - The School Board of Broward County, Florida Page 4

The School Board of Broward County, Florida
SCHOOL CONSISTENCY REVIEW REPORT
PROJECT NUMBER: SBBC-2784-2019

FEBRUARY 21, 2020
Date

Reviewed By:

Signature

Mohammed Rasheduzzaman, AICP
Name

Planner
Title

EXHIBIT M

State of Florida Historic Preservation Review

This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

October 18, 2019

Florida Master Site File

Cynthia Pasch
Greenspoon Marder, P.A.
200 E Broward Blvd, Suite 1800
Fort Lauderdale, FL 33301
Phone: 954.527.6266
Email: Cynthia.pasch@gmlaw.com

In response to your inquiry of October 17, 2019 the Florida Master Site File lists no archaeological sites, four field surveys, one resource group and no historic structures in the following parcels of Broward County:

Parcel ID: 474331000501, 474331000500, 474331000503 and 474331000502 with a 500 foot buffer as shown on the corresponding map.

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Cody VanderPloeg
Archaeological Data Analyst
Florida Master Site File
Cody.VanderPloeg@dos.myflorida.com

500 South Bronough Street • Tallahassee, FL 32399-0250 • www.flheritage.com/preservation/sitefile
850.245.6440 ph | 850.245.6439 fax | SiteFile@dos.state.fl.us

Florida Master Site File

Florida Master Site File

AR=0
SS=0
CM=0
RG=1
BR=0
Total=1

Created: 10/18/2019

Cultural Resource Roster

SiteID	Type	Site Name	Address	Additional Info	SHPO Eval	NR Status
BD04373	RG	Federal Highway	Deerfield Beach	Linear Resource - 1 Contrib Resources	Insufficient Info	

Page 1 of 1

Florida Master Site File

Florida Master Site File

Total=5

Created: 10/18/2019

Manuscript Roster

MS#	Title	Publication Information	Year
3633	An Archaeological Survey of Broward County, Florida: Phase II	Archaeological and Historical Conservancy, Inc., Miami. Submitted to The Broward County Office of Planning, Ft. Lauderdale.	1993
9920	An Archaeological and Historical Survey of the Propcsed Deerfield Beach Tennis Center Tower Location in Broward County, Florida	Panamerican Consultants, Inc., Tampa. Submitted to ATC Associates, Inc.	2004
10053	An Archaeological and Historical Survey of the Propcsed Dixie/Hillsboro Boulevard Tower Location in Broward County, Florida	Panamerican Consultants, Inc., Tampa. Submitted to EPAC Environmental Services, Inc.	2004
14000	Cultural Resources Reconnaissance Study South Florida East Coast Corridor Transit Analysis Miami-Dade, Broward and Palm Beach Counties	Janus Research, Inc., Tampa, in Conjunction with Gannett Fleming, Inc., Miami. Prepared for Florida Department of Transportation, District 4, Fort Lauderdale	2006
18793	Desktop Analysis and Reconnaissance Sruvey or the Sidewalk Improvements to NE 2nd Street from NE 6th Avenue to US 1 (N. Federal Highway) in Deerfield Beach, Broward County, Florida Financial Management Number: 425713-1	Janus Research, 1107 N. Ward Str., Tampa, FL 33607	2011

1 of 1

Cultural Resource Search
500 Foot Buffer
Broward County

Cultural Resource Search
500 Foot Buffer
Broward County

October 2019

EXHIBIT N

Affordable Housing Analysis

An Affordable Housing Market Assessment in the City of Deerfield Beach, Florida

February 14, 2020

Report Commission

This report was commissioned in order to satisfy BrowardNext County Land Use Plan Policy 2.16.2 for a project that is proposed in the City of Deerfield Beach, Broward County, Florida. That policy requires that "For amendments which propose to add 100 or more residential dwelling units to the existing densities approved by the Broward County Land Use Plan, Broward County and affected municipalities shall coordinate and cooperate to implement the affected municipality's chosen policies, methods, and programs to achieve and/or maintain a sufficient supply of affordable housing."

The City of Deerfield Beach has adopted a Comprehensive Plan pursuant to Rule 9J-5.010 of the Florida Administrative Code. Within that adoption document, the City has included a Housing Element that sets forth certain goals, objectives, and policies that are supported through a companion Support Document.

As part of a land use plan amendment application, the Broward County Planning Council requires interim updates of the existing supply and demand for affordable housing and the strategies to be utilized to meet the expected needs.

This report estimates the current (2019) demand and projects (to 2024) the future demand for various housing needs.

The report relies on various public and subscription sources of information regarding demographic, economic, market, and housing data that is referenced throughout the report.

Report Summary

Using the Broward County Planning Council's *Recommended Methodology For Supply and Demand Analysis For Broward County's Affordable Housing Market (the "methodology")*, prepared by Meridian Appraisal Group, the City of Deerfield Beach has a **current surplus of affordable housing for homeownership at the very low- and low-income bands and a slight deficit at the moderate-income band. This generally improves through 2024.**

The methodology demonstrates that **rental properties for those at the very low band are currently in very short supply and will continue to be a challenge for the City**. Rental properties in the Low Band (80% of Median Household Income) will show an increase in the surplus of available properties and the Moderate Band (120% of Median Household Income) **will continue to maintain a surplus, though eroded, through 2024.**.

The City continues to make affordable housing a priority and devotes resources in an attempt to address the issues of affordable housing.

Increasing the availability of housing supply will help to make all housing more affordable. The proposed project will add needed housing that will address the diminishing available supply in the City.

Methodology

This study examines current housing conditions within the City of Deerfield Beach, Florida ("the City"), which is generally stated for calendar years 2018/2024 (the latest U.S. Census Bureau American Community Survey data available (CY2018) and the supplemental data source from Esri[1] (CY2019)) and projected to calendar year 2024 using Esri demographic forecasts available for that year.

The Broward County Planning Council engaged Meridian Appraisal Group (MAG) to recommend a methodology for analyzing supply and demand of housing needs throughout Broward County. MAG developed their methodology utilizing published data from the U.S. Census Bureau's American Community Survey (ACS). This ACS data is available for each municipality in Broward County. The methodology does not describe what methods to use to forecast out the five years required under the Planning Council's rules. In order to forecast out to the year 2024, Esri's Community Analyst/Business Analyst databases that provide this information using their sources and methods were used. The MAG methodology is particularly sensitive to the primary factors of Median Household Income and housing stock forecasts. Esri's forecasts are believed to be reliable and very up-to-date and draw upon a variety of publicly available and proprietary sources Median Household Income (MHI) provides the basis for several benchmarks and assumptions. This number is parsed into three bands: Very Low

[1] Esri is an international supplier of geographic information system software, web GIS and geodatabase management applications. For this study, we have utilized various databases specific to the City of Deerfield Beach that have been prepared by Esri. Products utilized include the Business Analyst, Community Analyst, and ArcGis systems. Details on how Esri conducts forecasts of demographic and housing information can be found in *Methodology Statement: 2019/2024 Esri US Demographic Updates, An Esri® White Paper, June 2019.*

Income (50% of the MHI); Low Income (50.1% to 80% of MHI); and Moderate Income (80.1% to 120% of MHI). All data used is initially derived from updates to information provided by the 2010 Census.

Estimates and Projections of Population, Median Household Income, And Housing Units

The 2018 ACS data for the City of Deerfield Beach and the Esri estimates for 2019 and its forecasts for 2024 are summarized below:

	2018 ACS Estimates	2019 Esri Estimates	2024 Esri Forecasts
Population	80,863	79,483	82,319
Median Household Income	44,142	45,010	52,160
Housing Units, Total	43,648	43,500	44,379
Housing Units, Occupied	33,801	34,781	35,751

The Broward County Property Appraiser (BCPA) notes that for 2019 there were 39,689 residential dwelling units being assessed for fire protection services[2]. Added to this number are dwelling or residential units not assessed or assessed through the mixed use/special use category utilized by BCPA. This is their estimate as of January 1, 2019, which is very close to the ACS estimate collection date. The 2019 Esri estimates of housing units are based upon the ACS 2018 survey, plus Esri's forecasting methodology[3].

[2] Broward County Property Appraiser's Office web link: http://www.bcpa.net/Includes/Downloads/2019/FinalFireSummaries/2019%20Final%20Deerfield%20Beach%20Fire%20Recap.pdf

[3] Esri is an international supplier of geographic information system (GIS) software, web GIS and geodatabase management applications. Esri provides subscriptions to various database information they maintain for their GIS software. Some of those databases contain forecasts based upon proprietary methodology developed and maintained by Esri. Housing units are forecasted by Esri using "…[the] recorded change in the housing inventory…culled from several data sources, including multiple construction data inputs from Metrostudy, data for new manufactured homes placed by state from the Census Bureau, and building permits for permit-issuing places and counties. Numerous independent sources are leveraged to obtain detailed information

We believe both estimates to be accurate for the estimated number of housing units for the purposes of this report, but have used the more conservative Esri estimate. The addition of the proposed residential units would increase the supply of rental housing. ***In the absence of this additional supply, housing costs would likely increase across most affordability bands than if the rental housing were not constructed.***

---

on housing development data where no building permits exist. Independent estimates of change in occupancy are calculated from USPS residential lists, the American Community Survey, and various state and local data sources. Additionally, data from the Current Population Survey and the Housing Vacancy Survey from the Census Bureau is used to model trends in occupancy." *Methodology Statement: 2019/2024 Esri US Demographic Updates*, June 2019

Affordable Housing Criteria and Gap Analysis

The Broward County Land Development Code §5-201 defines Affordable Housing as "*Housing for which monthly rents or monthly mortgage payments (including taxes and insurance) do not exceed 30 percent of an amount representing the percentage (very low = 50%; low = 80%; moderate =120%) of the median income limits, as published by the U.S. Department of Housing and Urban Development, adjusted for family size for the households.*"

Using the ACS and Esri data and applying that data to the MAG supply and demand model, the "Gap" analysis provided the following estimates of supply, demand, and differences, which uses the 2019 Florida Housing Finance Corporation's Income Limits and Rent Limits median household income of $68,600 and the percentage bands previously described:

Gap Analysis, Meridian Appraisal Group Model
Utilizing 2018 American Community Survey Data

2019 Florida Housing Finance Corporation Limits, Broward		City of Deerfield Beach							
$68,600			Demand(D)	Supply(S)	No Gap/(Gap)		Demand(D)	Supply(S)	No Gap/(Gap)
Band Category		**Income Band**	**Owner**	**Owner**	**S-D**	**Income Band**	**Renter**	**Renter**	**S-D**
			7,372	**8,035**	**662**		**5,857**	**2,178**	**(3,678)**
0.0%	50.0%	$0				$0			
		$34,300	**36.5%**	**42.5%**		$858	**43.1%**	**17.3%**	
			3,535	**4,264**	**730**		**3,235**	**5,036**	**1,801**
50.1%	80.0%	$34,369				$859			
		$54,880	**17.5%**	**22.6%**		$1,372	**23.8%**	**40.1%**	
			3,626	**3,422**	**(203)**		**2,385**	**4,135**	**1,750**
80.1%	120.0%	$54,949				$1,374			
		$82,320	**17.9%**	**18.1%**		$2,058	**17.5%**	**32.9%**	

The MAG model shows surpluses in the very low-income and low-income bands and a deficit in the moderate-income band in affordable housing for those who wish to own homes.

The model also shows deficiencies in the Very Low band for rentals. This is not an uncommon finding in an area where housing stocks are expensive and people tend to spend more than 30% of their income on housing and housing-related expenses. Surpluses in rental housing for the low- and moderate-income bands currently exist.

When we applied the Esri forecasted data for 2024 to this model, using a 2.5% median household income growth for the County, we find the following:

Gap Analysis, Meridian Appraisal Group Model
Utilizing 2024 Esri Forecasted Data

2024 Estimated HUD Broward County Median Household Income		City of Deerfield Beach, Florida							
$77,614			Demand(D)	Supply(S)	No Gap/(Gap)		Demand(D)	Supply(S)	No Gap/(Gap)
Affordable Housing Bands		Income Band	Owner	Owner	Supply/ Demand	Income Band	Renter	Renter	Supply/ Demand
			8,689	**10,126**	**1,437**		**7,024**	**3,033**	**(3,991)**
0.0%	50.0%	$0				$0			
		$38,807	**40.5%**	**47.2%**		$970	**49.1%**	**21.2%**	
			4,101	**4,896**	**795**		**3,332**	**7,202**	**3,870**
50.1%	80.0%	$38,885				$972			
		$62,091	**19.1%**	**22.8%**		$1,552	**23.3%**	**50.3%**	
			3,473	**3,336**	**(136)**		**2,255**	**3,210**	**955**
80.1%	120.0%	$62,169				$1,554			
		$93,137	**16.2%**	**15.6%**		$2,328	**15.8%**	**22.4%**	

Owing largely to a forecasted increase in the MHI and the anticipated addition new housing units, the model predicts that excess supply will continue in the very low and low-income bands and the deficit in the moderate-income band will shrink for home

ownership. The deficit in the very low-income band will increase, but that surpluses in the low-income and moderate-income bands will remain as a result of increased stock and rising median household incomes relative to a housing stock that is 27% cheaper for single-family homes and 35% cheaper for condominiums than county-wide averages.

Addressing The Demand For Affordable Housing

The City of Deerfield has continually demonstrated its commitment to affordable housing within the City. The City will receive over $659,318 from CDBG Funds; $193,098 annually from the Broward County HOME consortium; and $102,250 in State of Florida SHIP funds. The City expects to receive an additional $1 million of CDBG funds, $278,500 in SHIP funds, and $301,000 in HOME consortium funds under its consolidated plan, almost all of which will be towards affordable housing efforts.

CDBG Initiatives

As part of the City's 2019/2020 Annual Action Plan ("the Plan")[4] under the Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG), the City has adopted the following:

1. The City's goals for FY 2019/2020 is to continue to focus on the preservation of affordable housing, providing affordable housing, and providing a suitable living environment for residents in the low to moderate-income areas of the City. Additionally, the City will assist small businesses in economic development activity by providing grants for façade improvements.
    a. **Preservation of Affordable Housing**
        i. To conserve and expand the existing housing stock, especially that available to low- and moderate-income persons within the City, and to provide decent, safe and sanitary housing to eligible City residents; to handle the demolition and clearance of unsafe structures; to determine

[4] Resolution 2019/071 approving the action plan was adopted June 4, 2019, and is the latest annual action plan adopted.

the cost of residential rehabilitation through work write-ups; and to perform necessary inspections of housing units participating in the City's HUD- approved programs.

b. **Provide Affordable Housing:**
    i. Provide homeownership assistance to low-to moderate-income households through purchase assistance which includes down payment, closing cost, mortgage buy down and interest reduction.

c. **Suitable Living Environment**
    i. The goal of providing a suitable living environment includes improving the safety and livability of neighborhoods; increasing access to quality public and private facilities and services by upgrading physical improvements such as sidewalk installation, street lighting, and improved public streets. In addition, providing public service programs to seniors in the community.

2. The City expects to complete the following projects related to affordable housing:
    a. Provided purchase assistance to four (4) households.
    b. Rehabilitation home repair projects to four (4) households.
3. The purchase Assistance program the City funds will be leverage with State funds and private bank funds for the mortgage of a property. The homeownership rehabilitation program federal funds are leveraged with State funds as well. When possible, the City will leverage its federal funds with general funds for Capital Improvement projects.
4. The city owns a limited supply of lots within LMI areas. The city may use these lots for in-fill housing and mix-use development activities in conjunction with local non-profits or private developers.

As noted in the Annual Action Plan, "The City of Deerfield Beach housing market presents significant barriers to developing an adequate supply of affordable housing for low to moderate-income people. The City of Deerfield Beach has taken steps to remove regulatory barriers to affordable housing. The City will continue to educate residents on fair housing best practices and work with non-profits organizations serving low- and moderate-income residents. The City will continue to include strategies within the 2019 Action Plan to prioritize state and federal funding sources for affordable housing. .."

"The City will review its Comprehensive Plan, its zoning ordinance and building codes to ensure these documents do not contain barriers to affordable housing. Some policies implemented include:

- Permits as defined in s. 163.3177(6)(f)(3) for affordable housing projects are expedited to a greater degree than other projects.
- The City's Planning and Development Services and Community Development staff through the City Commission maintain an ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Within its prior CDBG Action Plans, the City has submitted to HUD on November 1, 2019, its Consolidated Annual Performance Evaluation Report (CAPER) summarizing its efforts.

The CAPER notes the following items as they relate to affordable housing:

1. **Home Repair Program.** For FY2019, 12 low- to moderate- income households received financial assistance for conditions that were a threat to the homeowner's health, safety, and welfare. $584,324 was spent in total for 5 homes (CDBG), 3 homes (HOME), and 5 homes (SHIP).

2. Purchase Assistance Program. During FY2019, 5 households received assistance totaling $227,977 using CDBG, HOME, an SHIP funding.

EXHIBIT O

Conceptual Site Plan

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

MSA ARCHITECTS
ARCHITECTURE & PLANNING

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

GEORGE L. MOURIZ
AR0007806

DEERFIELD
BEACH APTS.
FOR:
CENTRUM
LOCATED AT:
221, 231 & 299 N.FEDERAL HWY.

DRAWN	
DATE	04/12/2020
SCALE	AS SHOWN
JOB NO.	1863.PRJ
SHEET TITLE:	CONCEPTUAL MASTER SITE PLAN
SHEET NUMBER:	MSP-1

50% SCHEMATIC DESIGN
04/17/2020
BY

COPYRIGHT © 2019 MSA ARCHITECTS, INC. THE ARCHITECTURAL DESIGN AND DETAIL DRAWINGS FOR THIS BUILDING AND/OR OVERALL PROJECT ARE THE LEGAL PROPERTY OF AND ALL RIGHTS ARE RESERVED BY THE ARCHITECT. THEIR USE FOR REPRODUCTION, CONSTRUCTION, OR DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY THE ARCHITECT.

For Office Use Only
Date: _____
Application Nos.: _____

DISCLOSURE AFFIDAVIT

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

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

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

A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.

B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

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

Todd Drosky 1-10-17 $500.

Bill Ganz 2-14-17 $500.

Michael Hudak 1-28-19 $500.

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

None

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

None

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.

5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.

6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

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

I, Dennis D. Mele, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Dennis D. Mele
Signature

11/9/2020
Date

SWORN TO AND SUBSCRIBED Before me by means of ☑ physical presence or ☐ online notarization, this 9th day of November, 2020 by Dennis D. Mele (Affiant), who is personally known to me or has produced _____ identification.

My commission expires: February 23, 2024

Commission No.: GG939792

Kim Nicole Santiago
Comm. # GG939792
Expires: Feb. 23, 2024
Bonded Thru Aaron Notary

(Signature of Notary Public - State of Florida)

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

City of Deerfield Beach

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

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

Agenda Date: 11/10/2020

Status: PUBLIC HEARINGS – SECOND READING

In Control: City Commission

Title
P.H. 2021-012: 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

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, FLORIDA
NOTICE OF PUBLIC HEARING

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, November 10, 2020** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida and utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting) to consider the following:

P.H. 2021-012: 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.

Copies of the Ordinances are available for public inspection in the City Clerk's Office, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441. All interested persons are urged to virtually attend the Public Hearing(s), send a representative or express their views by letter.

You may either be present in person at the Public Hearing(s) or attend online or by phone virtually utilizing Zoom, represented by counsel or letter. All interested persons take due notice of the time and place of the Public Hearing and govern yourselves accordingly.

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting would need a record of the proceedings. And for such purpose, may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Friday, October 30, 2020

City of Deerfield Beach

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

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

Agenda Date: 11/10/2020

Status: PUBLIC HEARINGS – SECOND READING

In Control: City Commission

Title
P.H. 2021-013: 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

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.

CITY OF DEERFIELD BEACH, FLORIDA
NOTICE OF PUBLIC HEARING

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, November 10, 2020** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida and utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting) to consider the following:

P.H. 2021-013: 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.

Copies of the Ordinances are available for public inspection in the City Clerk's Office, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441. All interested persons are urged to virtually attend the Public Hearing(s), send a representative or express their views by letter.

You may either be present in person at the Public Hearing(s) or attend online or by phone virtually utilizing Zoom, represented by counsel or letter. All interested persons take due notice of the time and place of the Public Hearing and govern yourselves accordingly.

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting would need a record of the proceedings. And for such purpose, may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Friday, October 30, 2020

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-607

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

Agenda Date: 11/10/2020 **Status:** BOARD APPOINTMENT

In Control: City Commission

Title
Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing members to the City of Deerfield Beach Non-Uniformed Municipal Employee Retirement Committee; providing for service without compensation; and providing for an effective date.

Recommended Action
Commission to vote on Resolution

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

Background/History
The Non-Uniformed Municipal Employee Retirement Committee (the "Committee") is comprised of five (5) members; two (2) are appointed by the City Commission; two (2) are elected by Non-Uniform employees and the final member is chosen by the Committee members. David Rolwing and John Patterson have both expressed interest in continuing to serve on the Committee. All appointments are four (4) years. If appointed, their terms will expire on November 9, 2024.

Recommendation
Staff recommends approval.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REAPPOINTING MEMBERS TO THE CITY OF DEERFIELD BEACH NON-UNIFORMED MUNICIPAL EMPLOYEE RETIREMENT COMMITTEE; PROVIDING FOR SERVICE WITHOUT COMPENSATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in accordance with Section 54-161 of the City Code, the Non-Uniformed Municipal Employee Retirement Committee (the "Committee") is comprised of five (5) members: two (2) members are appointed by the City Commission, two (2) employees are elected by non-uniformed employees and the fifth member is chosen by the four other Committee members with all appointees serving a four (4) year term; and

WHEREAS, David Rolwing and John Patterson currently serve on the Committee and have both expressed interest in being reappointed to the Committee.

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. David Rolwing and John Patterson are hereby reappointed to serve as members of the Non-Uniformed Employee Retirement Committee for a term beginning November 10, 2020 and expiring November 9, 2024.

Section 3. That the appointees shall serve without compensation and are required to file a financial disclosure statement in accordance with Florida Statutes.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020

_____
BILL GANZ, MAYOR

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

Deerfield Beach
Florida

September 10, 2020

John Patterson
1662 SE 5th Court
Deerfield Beach, FL 33441

RE: Non-Uniform Retirement Committee

Dear Mr. Patterson:

Your current term on the **Non-Uniform Retirement Committee** of the City of Deerfield Beach expires on November 30, 2020. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

Whether or not you desire to continue to serve on the Non-Uniform Retirement Committee, the Commission would like to have the benefit of your knowledge gained while serving. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Irrespective of your decision, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents and also recognize the sacrifices of your time and efforts in contributing to the success of the board.

Should you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,

Samantha L. Gillyard, CMC, City Clerk

SLG/tb

Please return your reply on the attached form **(do not detach)** to the City Clerk's Office by October 2, 2020. A self-addressed envelope is enclosed for your convenience.

CITY OF DEERFIELD BEACH
RECEIVED

SEP 15 2020

CITY CLERK'S OFFICE

X I would like to serve another term on the Non-Uniform Retirement Committee.

____ I can no longer serve.

John Patterson, (sign here)

Deerfield Beach
Florida

CITY OF DEERFIELD BEACH
RECEIVED

OCT 14 2020

CITY CLERK'S OFFICE

September 10, 2020

David Rowling
318 Deer Creek Run
Deerfield Beach, FL 33442

RE: Non-Uniform Retirement Committee

Dear Mr. Rowling:

Your current term on the **Non-Uniform Retirement Committee** of the City of Deerfield Beach expires on November 6, 2020. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

Whether or not you desire to continue to serve on the Non-Uniform Retirement Committee, the Commission would like to have the benefit of your knowledge gained while serving. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Irrespective of your decision, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents and also recognize the sacrifices of your time and efforts in contributing to the success of the board.

Should you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,

Samantha L. Gillyard, CMC, City Clerk

SLG/tb

Please return your reply on the attached form **(do not detach)** to the City Clerk's Office by October 2, 2020. A self-addressed envelope is enclosed for your convenience.

_____ I would like to serve another term on the Non-Uniform Retirement Committee.

_____ I can no longer serve.

David Rowling

David ~~Rowling~~, (sign here)
ROLWING

Please note the spelling of my last name is Rolwing

Deerfield Beach
Florida

NON-UNIFORMED MUNICIPAL EMPLOYEE RETIREMENT COMMITTEE

Creating Authority:
Ordinance No. 894
Amended by Ordinance No. 1079
Amended by Ordinance No. 1989/031
Amended by Ordinance No. 2011/015
Amended by Ordinance No. 2013/012

Method of Appointment:
Two (2) Resident Members - Resolution of Commission for Terms of Four (4) Years
Two Employees - Elected by Non-Uniformed Employees for Terms of Four (4) Years
Fifth Member - Chosen by Above Principals for a Term of Four (4) Years

**Ordinance No. 2013/012 - extended terms from two (2) years to four (4) years for elected and appointed members. (April 16, 2013)

Financial Disclosure:
Required

Compensation:
None

Liaison:
Livia Giuliani, Benefits USA (954) 730-2068 or livia@benefits-usa.org

Meeting Dates:
2nd Monday, quarterly

Board Attorney:
Robert Sugarman / Pedro Herrera 305-529-2801

Functions and Responsibilities:
To administer the funds of employees and City contributions in accord with sound actuarial principals.

Name	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
David Rolwing **(Commission)**	318 Deer Creek Run Deerfield Beach, FL 33442	698-6724	SELF	2016/220	12/06/16	11/06/20
John Patterson **(Commission)**	1662 SE 5th Court Deerfield Beach, FL 33441	899-8878 561-750-9191 (C)	Magnuson	2018/042	03/06/18	11/30/20
VACANT **(Board Members)**	Deerfield Beach, FL 33442		Andison			11/30/20
Lee Magnuson **(Employees)**	220 S.E. 10th CT Deerfield Beach, FL 33441	427-4790	Adams	2018/056	04/17/18	04/17/22
VACANT **(Employees)**			Miller			09/30/21

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-693

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

Agenda Date: 11/10/2020 **Status:** BOARD APPOINTMENT

In Control: City Commission

Title
Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Lawanna Strowbridge, Sandra Jackson, Janice Fulmore Tigner, Diane Chisholm, and Annette Mitchell to the African American Heritage Board; providing for distribution, implementation, and an effective date.

Recommended Action
Commission to vote on Resolution

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

Background/History
On October 20, 2020, the City Commission adopted Resolution 2020/146, creating the African American Heritage Board (the "Board") in accordance with Section 3.12(2) of the City Charter. In accordance with Resolution 2020/146, the Board consists of up to nine members who are appointed by and serve at the pleasure of the City Commission for two-year terms.

Current Activity
Lawanna Strowbridge, Sandra Jackson, Janice Fulmore Tigner, Diane Chisholm, and Annette Mitchell have requested appointment to the Board and have been nominated by Commissioner Ben Preston to serve as members.

Recommendation
Approval is recommended.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPOINTING LAWANNA STROWBRIDGE, SANDRA JACKSON, JANICE FULMORE TIGNER, DIANE CHISHOLM, AND ANNETTE MITCHELL TO THE AFRICAN AMERICAN HERITAGE BOARD; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on October 20, 2020, the City Commission adopted Resolution 2020/146, creating the African American Heritage Board (the "Board") in accordance with Section 3.12(2) of the City Charter; and

WHEREAS, in accordance with Resolution 2020/146, the Board consists of up to nine members who are appointed by and serve at the pleasure of the City Commission for two-year terms; and

WHEREAS, Lawanna Strowbridge, Sandra Jackson, Janice Fulmore Tigner, Diane Chisholm, and Annette Mitchell have requested appointment to the Board and have been nominated by District 2 Commissioner Ben Preston to serve as members.

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. Lawanna Strowbridge, Sandra Jackson, Janice Fulmore Tigner, Diane Chisholm, and Annette Mitchell are hereby appointed to serve as members of the African American Heritage Board of the City of Deerfield Beach for a two-year term ending September 30, 2022. The members shall serve without compensation.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

_____
BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

Deerfield Beach
Florida

Nominating Form

Application for Appointment to Board or Committee

Date: November 3, 2020

The attached application from Annette Mitchell for the

African American Heritage Board has been received.

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

- [x] Regular Member
- [ ] Alternate Member

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

11-3-20

Signature: Date:

Appointing Elected Official:

- [ ] Mayor Bill Ganz
- [ ] Vice Mayor Bernie Parness
- [ ] Commissioner Michael Hudak
- [x] Commissioner Ben Preston
- [ ] Commissioner Todd Drosky

CITY OF DEERFIELD BEACH
RECEIVED

NOV - 3 2020

CITY CLERK'S OFFICE

Please return to City Administration for processing.

Deerfield Beach
Florida

City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for:

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

Name Annette Mitchell

Address 235 S.W. 3rd Court

City Deerfield Beach State Florida Zip 33441

I reside in District # (can be found on back of your Voter Registration Card) 2

Year-Round Resident? Yes ☑ No ○

If No, how what months are you away?

Home Phone 754-422-9696 Work/Mobile Phone 954-425-8449
754-367-3048

E-mail amitchellgreat@gmail.com

Employer Great Expectations By Annette

Address 235 SW 3 Court
Deerfield Beach, FL. 33441

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

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

Census Board
D.B.N.A Board of Commissioner
Family Empowerment

CITY OF DEERFIELD BEACH
RECEIVED

NOV - 2 2020

CITY CLERK'S OFFICE

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

FAU - Boca Raton, FL - Certification Event Coordinator 2009
Commissioner Certification 2014

Professional: Certification(s)

Professional Development Certifications - 2015
NAHRO Commissioners Certification - 2016

Knowledge: Training, interest or experience

Leadership, Project Management, Budgeting Expertise -
Public Relations, Event Coordinator

Community Involvement: List organizations/positions

Mango Festival Event Coordinator, Resident Organization - Comm.
Family Empowerment - President Advocates
Youth of Stanleys

Organizations: Memberships

MLK, Family Empowerment, Jr. League, Man in the Mirror

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: Aurette Mitchell Date: Oct. 29, 2020

Print Name: Aurette Mitchell

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

Nominating Form

Application for Appointment to Board or Committee

Date: November 3, 2020

The attached application from Diane Chisholm for the

African American Heritage Board has been received.

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

- [x] Regular Member
- [ ] Alternate Member

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

11-3-20

Signature: Date:

Appointing Elected Official:

- [ ] Mayor Bill Ganz
- [ ] Vice Mayor Bernie Parness
- [ ] Commissioner Michael Hudak
- [x] Commissioner Ben Preston
- [ ] Commissioner Todd Drosky

CITY OF DEERFIELD BEACH
RECEIVED

NOV - 3 2020

CITY CLERK'S OFFICE

Please return to City Administration for processing.

Deerfield Beach
Florida

City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for:

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

Name Diane Chisholm

Address 375 NW 7th Court

City Deerfield Bch, State Florida Zip 33441

I reside in District # 2 (can be found on back of your Voter Registration Card)

Year-Round Resident? Yes ◉ No ○

If No, how what months are you away?

Home Phone N/A Work/Mobile Phone 954-263-1624

E-mail dchishol5@aol.com

Employer JM Family Enterprises

Address 111 Jim Moran Blvd Deerfield Bch FL 33441

Occupation (if retired, please indicate and list former occupation)
Office Manager

Please list any governmental Advisory Boards or Committees on which you currently serve:
Deerfield Beach Housing Board

CITY OF DEERFIELD BEACH
RECEIVED
NOV - 3 2020
CITY CLERK'S OFFICE

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

I am an Active community service member where I make myself available to assist community Residents where I can.

Professional: Certification(s)

Disney certified Customer Service Certified

Knowledge: Training, interest or experience

- Purchasing Management
- Customer Service Management
- Medical office Management
- Community Social worker
- PTA Leader
- Community Volunteer

Community Involvement: List organizations/positions

Feed The Hungry w/ Bare Spread yearly Thanksgiving Event
Deerfield Beach High School Booster Club
MLK committee, African American Achievers

Organizations: Memberships

NAACP
Youths on the Move

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: Diane Chisholm Date: 11/03/2020

Print Name: Diane Chisholm

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

Nominating Form

Application for Appointment to Board or Committee

Date: November 3, 2020

The attached application from Janice Fulmore - Tigner for the

African American Heritage Board has been received.

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

☑ Regular Member

☐ Alternate Member

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

11-3-20

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

NOV - 3 2020

CITY CLERK'S OFFICE

Please return to City Administration for processing.

Deerfield Beach
Florida

City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Martin Luther King, Jr, African American Heritage Banquet Committee

Are you willing to be considered for an alternate Board or Committee? Yes (Y) No ( )

Name Janice C. Fulmore-Tigner

Address 1090 S.W. 4th Terrace

City Deerfield Beach State Florida Zip 33441

I reside in District # (can be found on back of your Voter Registration Card) #2

Year-Round Resident? Yes (Y) No ( )

If No, how what months are you away? N/A

Home Phone 954.531-6255 Work/Mobile Phone 954.478.9880

E-mail jfulmoretigner@comcast.net

Employer Retired

Address N/A

Occupation (if retired, please indicate and list former occupation) African American Community Outreach Coordinator for Hospice By The Sea, Inc.

Please list any governmental Advisory Boards or Committees on which you currently serve:
Former Broward B.S.O. Providers Group - Community Outreach

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REV 05/2020

NOV - 2 2020

CITY CLERK'S OFFICE

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

Diploma in Medical Assisting - 1983
D.B.H.S. - Diploma - Graduate 1977-1981
H.Q.S.A. - Blanche Ely High School - 1980+1981

Professional: Certification(s)

Palm Bch. Med Assoc. Heroes In Medicine -
Pre-Need End of Life Counselling
Pre-Need - Arrangements
American Cancer Society - Survivor Chairperson - Committee Member 3 yrs - Breast Cancer Walk
" " " " " 5 yrs - Relay for Life

Knowledge: Training, interest or experience

17 years - 1980 - 2006 - Deerfield Packer Patterns Faith Organization - (Sctry - Awards Coord Team Parent (4 teams)
6 yrs - Deerfield Black Mango Festival - Committee Member
6 yrs 2000 - 2006 - Blanche Ely High School Booster Club - Sectary -

Community Involvement: List organizations/positions

City of Dfld Bch - Advisory Board
Church of the Living God Community Liaison, Breast Cancer Awareness Event Chair x 7 yrs
Free Life Movement with Carlton Jones - (Administrative - Outreach)
- City of Dfld. Street Naming Committee - 2 yrs -

Organizations: Memberships

- Heroines of Jericho - DHA - Unique Court #84
Pompano BSO - Providers Group - - 2000 - Current
2004-10 - Pompano Friends of the Library

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: [signature]

Date: November 02 2020 11/02/2020

Print Name: Janice C. Fulmore-Tigner

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

Nov 03 20 03:29p HERS BY GENESIS 954-531-6255 p.2

Deerfield Beach
Florida

Nominating Form

Application for Appointment to Board or Committee

Date: November 3, 2020

The attached application from Lawanna Strowbridge for the

African American Heritage Board has been received.

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

- [x] Regular Member
- [ ] Alternate Member

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

Signature: 11-3-20 Date:

Appointing Elected Official:

- [ ] Mayor Bill Ganz
- [ ] Vice Mayor Bernie Parness
- [ ] Commissioner Michael Hudak
- [x] Commissioner Ben Preston
- [ ] Commissioner Todd Drosky

CITY OF DEERFIELD BEACH
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NOV - 3 2020

CITY CLERK'S OFFICE

Please return to City Administration for processing.

Deerfield Beach
Florida

City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for:

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

Name Lawanna Strowbridge

Address 289 SW 2nd Court

City Deerfield Beach State Florida Zip 33441

I reside in District # (can be found on back of your Voter Registration Card) 2

Year-Round Resident? Yes ⊗ No ○

If No, how what months are you away?

Home Phone (954) 482-8694 Work/Mobile Phone (954) 290-5020

E-mail lawblessed@aol.com

Employer Broward County Public Schools

Address 600 SE 3rd Ave, Fort Lauderdale, FL 33301

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

Please list any governmental Advisory Boards or Committees on which you currently serve:
MLK Committee Black Heritage

CITY OF DEERFIELD BEACH
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REV 05/2020

NOV - 2 2020

CITY CLERK'S OFFICE

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

- Bachelor of Science: Psychology / Minor in Criminal Justice
- Masters Degree: Master of Education in Teaching and Learning: Leadership
- Doctorate Degree: Theology - Masters Degree Theology

Professional: Certification(s)

- School of Ministry
- Crisis Counseling
- Licensed Realtor

Knowledge: Training, interest or experience

- Community Service
- Foster Parent
- Domestic Violence
- Counseling
- Crisis Counselor
- Assisting Single Mothers with Children
- Helping At Risk Youth

Community Involvement: List organizations/positions

- President/CEO of South Florida Family Resource Center Deerfield Beach, Inc. (2003-Current)
- President/CEO of Lawanna Strawbridge Ministries Int'l, Inc. (2004 - Current)
- MLK Committee: Black Heritage Also was in Collaboration with Faith Base & Community base organizations in District Coun

Organizations: Memberships

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: Lawanna Strawbridge Date: 10/30/2020

Print Name: Lawanna Strawbridge

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

Nominating Form

Application for Appointment to Board or Committee

Date: 11/3/2020

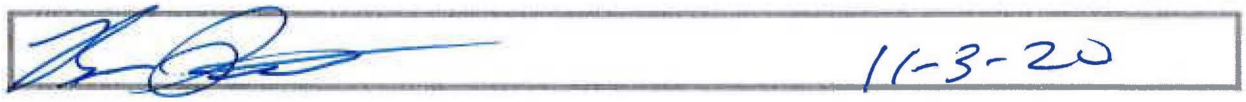
The attached application from Sandra Jackson for the

African American Heritage Board has been received.

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

- [x] Regular Member
- [ ] Alternate Member

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



Signature: Date: 11-3-20

Appointing Elected Official:

- [ ] Mayor Bill Ganz
- [ ] Vice Mayor Bernie Parness
- [ ] Commissioner Michael Hudak
- [x] Commissioner Ben Preston
- [ ] Commissioner Todd Drosky

CITY OF DEERFIELD BEACH
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NOV - 3 2020

CITY CLERK'S OFFICE

Please return to City Administration for processing.

Deerfield Beach
Florida

City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for:

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

Name Sandra Jackson

Address 386 SW 35th Ave

City DFLD BCH State FLA Zip 33442

I reside in District # (can be found on back of your Voter Registration Card) Dist 4, but have property in 2

Year-Round Resident? Yes ◉ No ○

If No, how what months are you away?

Home Phone 954-234-3252 **Work/Mobile Phone**

E-mail blessedlilly@hotmail.com

Employer ~~Employer~~ N/A

Address

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

Bellsouth

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

Packer Rattler.

CITY OF DEERFIELD BEACH
RECEIVED

NOV - 3 2020

CITY CLERK'S OFFICE

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

High School Diploma
Some College, Vocational

Professional: Certification(s)

Knowledge: Training, interest or experience

Business, Payroll

Community Involvement: List organizations/positions

Organizations: Memberships

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: Sandra Jackson Date: 11/2/2020

Print Name: Sandra Jackson

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

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-634

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

Agenda Date: 11/10/2020

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with the Supervisor of Elections of Broward County to conduct the Municipal Election to be held by the City of Deerfield Beach on March 9, 2021; authorizing execution of the Agreement; providing for implementation and an effective date. *(Funds from Account #001-0308-513-3299 - Other Contractual Services & #001-0308-513-3213 - Pollworkers' Fee)*

Recommended Action
Commission to vote on Resolution

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

Fiscal Impact
Costs: $130,000.00
Account Name: Other Contractual Services
Account Number: 001-0308-513-3299
Secondary Account Name: Pollworkers' Fee
Secondary Account Number: 001-0308-513-3213

Background/History
The Supervisor of Elections Office has continued to support local governments by extending its services for municipal elections. In 2015, the Supervisor of Elections ("SOE") Office changed their method of service and City staff were no longer responsible for picking up equipment from private institutions. SOE staff now delivers and picks up the equipment for all precincts, reducing the need for City overtime. The SOE also now handles payment and training for all poll workers.

Recommendation
Based on the service provided by the SOE, staff recommends approval of the agreement.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH THE SUPERVISOR OF ELECTIONS OF BROWARD COUNTY TO CONDUCT THE MUNICIPAL ELECTION TO BE HELD BY THE CITY OF DEERFIELD BEACH ON MARCH 9, 2021; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the Supervisor of Elections of Broward County (the "SOE") provides services for municipal elections; and

WHEREAS, the SOE conducts municipal elections, delivers and picks up the equipment for all precincts, and handles the training and payment of all poll workers (the "Services"); and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City to enter into an agreement with SOE for the Services for the City municipal election to be held on March 9, 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 Agreement with SOE, attached as Exhibit "A," for the Services for the City municipal election to be held on March 9, 2021.

Section 3. The Mayor and City Manager are authorized to execute the Agreement with SOE, attached as Exhibit "A," for the Services, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

_____
BILL GANZ, MAYOR

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

AGREEMENT FOR MUNICIPAL ELECTIONS

This Agreement for Municipal Elections is made and entered by and between Peter Antonacci, the Supervisor of Elections of Broward County ("Supervisor"), and the City/Town/Village of _____, a municipality in the State of Florida ("City") (the Supervisor and the City are referred to collectively as the "Parties").

RECITALS

A. Peter Antonacci is the Supervisor of Elections of Broward County, Florida, pursuant to the provisions of Article VIII, Section 1(d) of the Florida Constitution, and serves in that capacity as a Constitutional Officer and under the State of Florida Election Code.

B. The Supervisor has specific duties, functions, and responsibilities described in the State of Florida Election Code contained in Chapters 97 through 106 of the Florida Statutes, as amended from time to time.

C. Among the duties and functions of the Supervisor is the engagement, training, and assigning poll workers, including Voting Systems Technicians (VST) in connection with federal, state, county, and certain municipal and district elections described in Chapter 102, Florida Statutes, including the appointment of election boards consisting of an inspector and a clerk who shall perform their duties and functions as provided for in the State of Florida Election Code.

D. Chapter 75-350, Laws of Florida (Special Acts 1975), as amended, provides for a uniform filing and election date for all municipal elections conducted in Broward County, Florida, in addition to setting forth the requirements for qualification to office, the conducting of elections and other matters affecting all municipalities within Broward County, Florida.

E. In municipal elections, the individual municipality is ultimately responsible for the procurement and payment of poll workers for its municipal elections. For convenience, consistency, and the proper and efficient conduct of municipal elections, the City requests that the Supervisor select, train, and work directly with the poll workers for the applicable municipal elections; however, the City acknowledges that all payment due municipal election day poll workers remains the ultimate responsibility of the City.

F. The Supervisor possesses the requisite legal authority, expertise, personnel, and equipment to assist the City in selecting and training poll workers and conducting the City's municipal election(s). The City desires to delegate to the Supervisor the power, duty, and authority to select and train poll workers and conduct the City's municipal election(s) pursuant to the terms, conditions, and provisions of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1
Recitals

1.1 The above Recitals are true and correct and are incorporated herein as if set forth in full hereunder.

ARTICLE 2
Duties of Supervisor

2.1 The Supervisor shall conduct the municipal election to be held by the City/Town/Village of _____ on the __ day of _____, 2021, in accordance with the State of Florida Election Code, as amended from time to time. The Parties may identify additional municipal election(s) that shall be deemed included within the scope of this Section 2.1 upon written approval of both the Supervisor and the City Manager/Mayor.

2.2. At the request of the City, the Supervisor shall select, assign, and train an appropriate number of poll workers for the aforesaid election.

2.3. Provided the City complies with its obligations under Section 3.2, the Supervisor will utilize the polling places selected by the City and identify the applicable location for the electors in the Supervisor's records as well as in any notices the Supervisor is otherwise legally required to provide to electors for the applicable municipal elections.

2.4. The Supervisor's decisions regarding the number of poll workers and their assignments to precincts and polling places shall be determined by the Supervisor in his or her sole and absolute discretion.

2.5. The Supervisor or his or her staff, on behalf of the City, shall properly and timely pay poll workers as required by law, with such payment issued directly by the Supervisor to the poll workers. All amounts paid to poll workers and any and all additional expenses associated with the Supervisor's payroll function will be included in the invoice that will be sent by the Supervisor to the City after the election.

2.6. The Supervisor shall, on behalf of the City, assign and place poll deputies for each of the precincts or polling places for the applicable election. Poll deputies should be considered poll workers for purposes of payment only. The Supervisor will also be responsible for directly paying for each of these deputies. Any and all fees associated with this function will be included in the invoice that will be sent to the City after the election.

2.7. The Supervisor, on behalf of the City, shall set the rate of pay for poll workers and poll deputies and any other costs and expenses associated with conducting the municipal election(s) described in Section 2.1. The Supervisor will advise the City of the current pay scale and provide an estimate of costs and expenses.

ARTICLE 3
City's Obligations

3.1 The City hereby engages the Supervisor to perform the services described in Article 2. The City will reimburse the Supervisor for all costs and expenses associated with the Supervisor conducting the municipal election(s) described in Section 2.1, including all amounts paid or due to poll workers and poll deputies. The City shall timely pay all invoices submitted by the Supervisor of Elections within thirty (30) days from the date of invoice. Payment shall be made at the address of the Supervisor stated in Section 5.1.

3.2 No later than sixty (60) days prior to the date of the applicable municipal election, the City shall advise the Supervisor in writing of the proposed polling places to be utilized for the election, which locations shall be subject to review and approval by the Supervisor, and provide copies of the rental agreements or other documentation for the utilization of the polling places consistent with the provisions of this section. The City is responsible for: (a) ensuring the location(s) fully comply with the Supervisor's then-existing security standards for polling places; (b) entering into written use or other rental agreements for the sites utilizing a form provided by the Supervisor or otherwise approved in advance by the Supervisor; and (c) ensuring the locations comply with all applicable laws, including, but not limited to, the American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

3.3 The City shall promptly provide any and all documents, information, and cooperation reasonably requested by the Supervisor in performance of his or her duties under this Agreement.

ARTICLE 4
Indemnification

4.1 To the extent permitted by law, the City shall indemnify, hold harmless, and defend the Supervisor and all of the Supervisor's past, present, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of the City, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, the City shall, upon written notice from the Supervisor, defend each Indemnified Party against each such Claim by counsel satisfactory to the Supervisor or, at the Supervisor's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Supervisor, any sums due the City under this

Agreement may be retained by the Supervisor until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the Supervisor.

ARTICLE 5
Notices and Public Records

5.1 In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

For the Supervisor:
Peter Antonacci, Supervisor of Elections
115 South Andrews Avenue, Room 102
Fort Lauderdale, FL 33301
Telephone No.: (954) 357-7061
E-mail: pantonacci@browardsoe.org

With a copy to:
Broward County Attorney's Office
Attn: Andrew Meyers
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email addresses: ameyers@broward.org *and* rharrod@broward.org

For the City:
_____
Office of the City Clerk
_____
_____
Email address: _____

With a copy to:
_____
_____
_____
E-mail: _____

When requested by either party, the other shall furnish receipts, paid bills or documents to reasonably verify facts or representations made or pursuant to the requirements of this Agreement.

5.2 Public Records. Both Parties are subject to subject to Chapter 119, Florida Statutes. To the extent that Section 119.0701 applies to the relationship between the Parties created by this Agreement, that section is deemed incorporated into this Agreement as if fully stated herein. If either of the Parties has questions regarding the application of Chapter 119 or receives a request for public records relating to this Agreement, the party with a question or who received the records request shall provide written notice of the question or request to the other in the manner provided in Section 5.1 of this Agreement.

ARTICLE 6
Disputes

6.1 Should a dispute arise regarding the interpretation of this Agreement or the performance of either party, the Parties shall complete dispute resolution proceedings pursuant to Chapter 164, Florida Statutes, prior to commencing a legal action. In the event a court action is commenced, each party shall bear its own attorneys' fees and costs at both the trial and appellate levels. Any litigation arising from or relating to this Agreement shall be prosecuted exclusively in the courts of Broward County, Florida.

ARTICLE 7
Term; Termination

7.1 The term of this Agreement shall be from the date of full execution (the "Effective Date") for a period of one (1) year, unless earlier terminated pursuant to this provision of this Agreement. The Agreement may be extended for up to four (4) additional one-year extension terms upon the written approval of both the Supervisor and the City Manager/Mayor prior to the termination of the then-current term.

7.2 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience upon written notice by either party, effective on the termination date stated in the written notice provided such termination date shall be not less than thirty (30) days after the date of such written notice. In the event this Agreement is terminated, Supervisor shall be paid for any services performed through the effective date of termination.

ARTICLE 8
Miscellaneous

8.1 Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by the City or the Supervisor, nor shall anything included herein be construed as consent by the City or the Supervisor to be sued by third parties in any matter arising out of this Agreement. The City and the Supervisor are municipal corporations or constitutional officers of political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of its own employees pursuant to Section 768.28, Florida Statutes.

8.2 This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. No modification, amendment, or alteration in the terms and conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.3 Neither the Supervisor nor the City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.4 This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either party. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.5 The terms, provisions, covenants, and conditions of this Agreement shall be construed solely in accordance with the laws of the State of Florida.

8.6 This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the Parties hereto.

(The remainder of this page is intentionally blank.)

AGREEMENT FOR MUNICIPAL ELECTIONS

SUPERVISOR OF ELECTIONS

WITNESS:

_____
(Signature)

_____
(Print Name of Witness)

_____
(Signature)

_____
(Print Name of Witness)

Supervisor of Elections of Broward County, Florida

By_____
Peter Antonacci, Supervisor of Elections

____ day of _____, 2020

RDH
2018-12-14 2019 Municipal Elections Agreement
12/14/18
#399930.8

AGREEMENT FOR MUNICIPAL ELECTIONS

ATTEST:

_____
CITY CLERK

CITY OF _____

By: _____
City Manager/City Mayor

_____
Print Name

_____ day of _____, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

_____
City Attorney

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-666

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

Agenda Date: 11/10/2020

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JPC20-06-2021 with the Areawide Council on Aging of Broward County, Inc. for CARES Act funding for the Emergency Home Energy Assistance Program in the amount of $25,277.20; authorizing execution of the Agreement; providing an effective date. *(Funds from Account #101-331-1210-69-91 - EHEAP Revenue)*

Recommended Action
Commission to vote on Resolution

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

Fiscal Impact
Costs: $25,277.20
Account Name: EHEAP Revenue
Account Number: 101-331-1210-69-91

Background/History
The Areawide Council on Aging of Broward County (the "Council") contracts with the City of Deerfield Beach to provide supportive services for the Center of Active Aging (the "Center"). The Emergency Home Energy Assistance Program (the "EHEAP") assists eligible seniors 60 years old and older with payment of their final FPL bill or disconnect bill when they are in danger of their electricity being turned off.

Current Activity
Contract #JPC20-06-2021 (the "Contract") is a separate EHEAP agreement for CARES Act funding in the amount of $25,277.20 for the EHEAP Program. The term for the Contract with the Council will be retroactive from June 1, 2020 through September 30, 2021. The Contract provides for $25,277.20 in CARES Act funds for the EHEAP and allows for up to $2,000 in financial assistance for eligible elders during the term of the Contract.

Recommendation
Approval.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CONTRACT #JPC20-06-2021 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. FOR CARES ACT FUNDING FOR THE EMERGENCY HOME ENERGY ASSISTANCE PROGRAM IN THE AMOUNT OF $25,277.20; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City wishes to contract with the Areawide Council on Aging of Broward County, Inc. (the "Council") for Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") funds for the Center for Active Aging Emergency Home Energy Assistance Program (the "EHEAP"), pursuant to Contract #JPC20-06-2021 (the "Contract"); and

WHEREAS, the term for the Contract with the Council will be retroactive from June 1, 2020 through September 30, 2021; and

WHEREAS, the Contract provides for $25,277.20 in CARES Act funds for the EHEAP Program and allows for up to $2,000 in financial assistance for eligible elders during the term of the Contract; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve and authorize execution of the Contract with the Council, attached as Exhibit "A," for CARES Act funding for the EHEAP Program in the amount of $25,277.20.

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

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

Section 2. The City Commission hereby approves the Contract with the Council, attached as Exhibit "A," for CARES Act funding for the EHEAP Program in the amount of $25,277.20.

Section 3. The City Manager is authorized to execute the Contract with the Council, attached as Exhibit "A," together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The 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 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 JM020-06-2022, executed between the Council and the Contractor and its successor, incorporated herein by reference.

WITNESSETH THAT:
WHEREAS, the Council has determined that it is in need of certain services as described herein; and
WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor for the Council.
NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. **Purpose of Contract**
The purpose of this Contract is to provide services in accordance with the terms and conditions specified in this Contract including all attachments, forms, exhibits and references incorporated, which constitute the contract document.

2. **Incorporation of Documents within the Contract**
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 JM020-06-2022, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents 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, June 1, 2020 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, 2021.

4. **Contract Amount**
The Council agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **$25,277.20** 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 Program Specialist for this Contract is:	To be announced 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 - XIII 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 41-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

NAME:

TITLE:

DATE:

SIGNATURE

NAME:

TITLE:

DATE:

Areawide Council on Aging of Broward County, Inc.

SIGNATURE

PAULINE GRANT
NAME:

PRESIDENT
TITLE:

DATE:

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

ATTACHMENT I

STATEMENT OF WORK
EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT

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

1.2 PROGRAM SPECIFIC TERMS

(1) **Eighteen (18) hours** – The timeframe within which all applications for life-threatening crisis assistance shall be acted upon, with an eligible action to mediate the crisis being taken and documented in the client file within eighteen (18) hours of the application date stamp.

(2) **Forty-eight (48) hour rule** – The timeframe within which all applications for standard crisis assistance shall be acted upon, with an eligible action to mediate the crisis being taken and documented in the client file within forty-eight (48) hours of the application date stamp.

(3) **Caseworker** – Person who has the responsibility of determining program eligibility by completing the Emergency Home Energy Assistance for the Elderly Program Coronavirus Aid, Relief, And Economic Security (CARES) Act (EHEAP CARES Act) Eligibility Worksheet (ATTACHMENT X) and awarding crisis benefits.

(4) **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.

(5) **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.

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

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

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

(9) **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 CARES Act Client Enrollment date in the DOEA's Client Information and Registration Tracking System (CIRTS). This date shall not be changed.

a. The amount of time elapsed between the Date Stamp and the Date of Resolution shall determine whether or not the eighteen or forty-eight (18/48) hour rule was met.

b. Vendors must be paid within forty-five (45) days of the date of resolution.

(10) **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 18/48-hour rule for crisis resolution begins when the application is date stamped.

(11) **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.

(12) **Elder** – An individual aged 60 or older.

(13) **Eligible Action** – An action taken by the caseworker to mediate an elder's energy crisis. Eligible actions include:

a. Approval of an elder's application;

b. Denial of an elder's application pending further information;

c. Denial of an elder's application because the elder is deemed ineligible;

d. Contact with a utility vendor to halt utility disconnection or interruption in services; or

e. Written referral to and providing the elder with assistance contacting another agency if EHEAP CARES Act funding is not available or the elder is ineligible.

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

(15) **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.

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

(17) **Intake Worker** – Person who accepts the EHEAP CARES Act application and required documentation and may have the responsibility to determine eligibility or award crisis benefits.

(18) **Minimum Level of Service** – Service to a minimum of one household per month.

(19) **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.

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

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

(22) **Request for Payment** – Submission of actual monthly expenditures for reimbursement.

(23) **Service Unit** – One individual (elder) served.

(24) **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.

(25) **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.

(26) **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.

1.3. GENERAL DESCRIPTION

1.3.1 General Statement

The EHEAP CARES ACT 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. The primary purpose of the EHEAP CARES Act program is to prevent, prepare for, and respond to coronavirus; including assisting low-income households with at least one member aged sixty (60) or older experiencing a heating or cooling emergency.

1.3.2 Authority

The relevant federal and state authorities governing EHEAP CARES ACT are:

(1) Low Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Reconciliation Act of 1981, P.L. 97-35), as amended;
(2) CARES Act;
(3) 42 United States Code (USC) Section 8621 et seq.;
(4) 45 Code of Federal Regulations (CFR) part 96, Subpart H(Subsection 96.80-96.89);
(5) Section 409.508, Florida Statutes (FS) and Rule 73C-26.021(3), Florida Administrative Code (F.A.C.);
(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 CARES ACT. Eligible households may receive multiple crisis assistance benefit(s), that combined not to exceed $2,000.00 during the term of this agreement. Eligible, elders may receive crisis assistance benefits during the period from May 1, 2020 to August 31, 2021.

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 CARES ACT 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

EHEAP CARES Act is designed to provide crisis assistance to eligible low-income households with at least one individual aged sixty (60) or older experiencing a heating or cooling emergency. The summer and winter crisis seasons are waived until the CARES Act funding is fully expended.

(1) Standard Crisis

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

a. The elder has been notified that the energy source for cooling or heating will soon be cut off;

b. The elder has received a notice indicating the energy source is delinquent or past due; and/or

c. The elder has a bill or notice for which the due date has lapsed.

(2) Life-Threatening Crisis

A life-threatening home cooling or heating crisis exists if one of the following conditions is present:

a. The elder's home cooling or heating energy source has been cut off;

b. 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

c. 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.

1.4 CLIENTS TO BE SERVED

1.4.1 General Description

EHEAP CARES Act provides for direct client services to elders in low-income households experiencing a home energy heating or cooling emergency. A household receiving EHEAP CARES Act services may not have an income above one hundred fifty percent (150%) of the poverty level, as published by the United States Department of Health and Human Services.

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 CARES ACT service area (Broward County) at the time the home energy costs were incurred;

(3) Complete and return an EHEAP CARES ACT 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; level for the size of the household, in accordance with Section I.C.3.d. of this contract;

(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) Be experiencing a verifiable home heating or cooling crisis; and

(9) Legally reside in the State of Florida.

1.4.3 Applicant's Benefit Eligibility Determination

The Contractor shall begin taking applications for EHEAP CARES ACT 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:

(1) Provide assistance to clients in completing the DOEA provided applications for assistance and determining eligibility;

(2) 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 ensure that such person shall not be subjected to discrimination under any activity funded in whole or in part with these funds;

(3) Treat homeowners and those who rent equitably under this contract;

(4) Use program qualification approvals or notifications to document household size and income of elders receiving Supplemental Nutrition Assistance Program (SNAP) or SSI. 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 to be provided to elders receiving SNAP or SSI shall be the same as that provided to other qualified elders. Social Security Numbers and documentation of that number are required for all household members.;

(5) 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;

(6) Ensure elders receive no more than the household crisis assistance cap of $2,000.00.

a. Elders may apply for and receive multiple crisis assistance benefit;

b. Crisis assistance benefit may consist of payment of more than one energy obligation in the following allowable categories for a household to resolve a single crisis:

(i) Utility payments for heating/cooling bill assistance for electric, gas, propane, wood, coal, or refillable fuels;

(ii) Temporary emergency shelter (if needed due to energy-related crisis);

(iii) Payment to landlords (when utility costs are included in rent);

(iv) Repairs or replacements to heating/cooling units (as long as the amount is within the benefit limits and the work is done by a licensed contractor);

(v) Deposits to connect or restore energy;

(vi) Late fees, disconnect fees, and reconnect fees;

(vii) Charges from a previous account held by the applicant that is now closed;

(viii) Blankets and fans;

(ix) Taxes and fees associated with the client's utility bill towards the energy portion. In some cases, where the utility vendor combines all the other fees and taxes, which also includes non-home energy services, such taxes and fees can be paid with EHEAP CARES Act funding. Example: In a case where taxes for other services are commingled with taxes for home energy services, proceed with paying the taxes portion of the bill;

(x) Other allowable payments are those related to the start-up of services, including reasonable connection or reconnection fees, delivery fees, deposits, and other fees related to the start-up of service;

(xi) Pre-pay home energy usage:

1. The elder is within seven days of using the remaining balance of the pre purchased energy source, the elder's power is currently disconnected/shut off, or the elder needs a deposit.
2. The benefit amount for pre-paid account shall be for one month's energy usage and may include other allowable costs;

(xii) The purchase or repair of fans, blankets, air conditioners, and/or portable heaters in addition to heating/cooling bill assistance; and

(xiii) Crisis situations which 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.

c. Water, sewer, garbage, and fire, etc. charges may not be paid;
d. Payment to landlord when utility costs are included in the elder's rent is allowable; and
e. Payment for temporary emergency shelter is allowable if due to energy related crisis.

In no case shall the Contractor be required to incur costs in excess of the full contract amount to provide services to the clients.

SECTION II – MANNER OF SERVICE PROVISION

2.1. SERVICE TASKS

In order to achieve the goals of the EHEAP CARES ACT program, the Contractor will ensure the following tasks are performed:

(1) Ensure that all eligible applicants meet the eligibility requirements as stated in this contract;

(2) Ensure that all energy assistance payments made to home energy vendors comply with the requirements of Section 2.1.2(4) of this agreement.

(3) 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 eighteen or forty-eight (18/48) hours of the application date stamp, and document in the client file that the crisis was resolved within eighteen or forty-eight (18/48) hours.

(4) Provide all elders a written Notice of Approval and Appeal within 15 working days of crisis resolution that includes:
   a. Type and amount of assistance;
   b. Name of the energy vendor to be paid on elder's behalf;
   c. The next date when the elder will be eligible to apply for further assistance;
   d. Contractor's appeal process; and
   e. Signature, date and contact information of agency's authorized representative.

(5) Provide all elders whose EHEAP CARES ACT 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:
   a. Name of the elder;
   b. Date of application;
   c. Type of benefit sought;
   d. Reason(s) for denial;
   e. Statement on Contractor's benefit limits, if applicable;
   f. Appeal process;
   g. Explanation of under what circumstances the elder may reapply;
   h. Information or documentation needed for the elder to reapply;
   i. The name, address, and phone number applicable to the appeal process;
   j. Number of days the elder has to file the appeal; and

k. Signature, date and contact information of agency's authorized representative.

(6) The Contractor will maintain consumer appeal procedures that provide an opportunity for a fair administrative hearing to elders whose applications 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.

(7) 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:

a. Upon receipt of a validly filed appeal or complaint, Contractor must respond in writing within ten (10) working days;

b. 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; and

c. 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.

(8) Post appeal provisions in a prominent place and in plain view at all locations where EHEAP CARES Act applications are taken.

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

(10) Compare LIHEAP CARES Act records and EHEAP CARES Act records for households with elderly members to avoid exceeding the household crisis benefit cap and maintain documentation sufficient to ensure compliance with this requirement.

(11) Maintain a written policy and implement procedures to protect and secure elder applicants' 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 elders' social security numbers, use the Notice Regarding Collection of Social Security Numbers, which is incorporated into this contract by reference, (Notice of Instruction #071113-1-I-SWCBS, http://elderaffairs.state.fl.us/doea/notices/July13/LIHEAP%20Notice%20re%20Social%20Security%20Numb ers%20Final.pdf). The Notice Regarding Collection of Social Security Numbers shall be signed by the elder and retained in the client file;

(12) Ensure all ineligible applicants and applicants denied crisis assistance, when EHEAP CARES ACT 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; and

(13) Comply with the Federal Financial Accountability and Transparency Act (FFATA) by 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).

2.1.1 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 CARES ACT, 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 EHEAP CARES Act program participation through local television and radio programs and placing announcements of the EHEAP CARES Act 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 CARES ACT.
(5) Disseminating Council provided local weatherization program information to all persons who request it (including organizations that provide outreach activities).

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:

(1) Coordinating services and communicating with the DEO LIHEAP Contractors in the respective services areas to prevent exceeding the household crisis assistance cap to elders:
(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 CARES ACT applicants who have received more than three EHEAP CARES ACT 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.
(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 CARES ACT 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 CARES ACT program requirements and guidelines.
(4) Developing agreements with home energy vendors that benefit clients. The Contractor will maintain copies of all vendor agreements. All current EHEAP agreements between Contractor and home energy vendors are valid under the EHEAP CARES Act contract. All agreements between the Contractor and home energy vendors must contain, at minimum the following conditions:
    a. The beginning and ending date of the agreement;

b. 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 client;
c. The Vendor Agreement must include a process for identifying the Vendor's representatives authorized to resolve a crisis;
d. A description of how energy payments will be made directly to the vendor on behalf of the EHEAP CARES ACT eligible customer;
e. Assurances from the home energy supplier that no household receiving EHEAP CARES ACT assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements;
f. 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;
g. A statement that only energy-related elements of a utility bill are to be paid. Water, sewer, garbage, and fire, etc. charges are not covered as part of the utility bill of the household. However, EHEAP does allow an exception with water that is used for air conditioning, i.e. an evaporated cooler;
h. A statement that the Contractor may not pay for charges that result from illegal activities such as a worthless check or meter tampering, and that the vendor is aware that those charges are the responsibility of the client;
i. Assurances from the energy supplier that the client is responsible for any remaining amount owed when the client's benefit amount does not pay for the complete charges;
j. Details on how the vendor will assist the Contractor in verifying the EHEAP CARES ACT 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;
k. The Contractor's commitment to make payment to the vendor within 45 days of the date of crisis resolution;
l. Assurance from the energy vendor that when EHEAP CARES ACT 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;
m. Assurance that the Contractor shall collect a signed Authorization for Release of General and/or Confidential Information for EHEAP Data from each eligible elder and ensure the signed releases are available for inspection by the home energy vendor;
n. 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;
o. The agreement will be reviewed by both parties at least every five (5) years to ensure all conditions are still in force;
p. 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; and
q. The home energy vendor, with the exception of municipal providers, must be in "active" status with the State of Florida (http://sunbiz.org/search.html). The business name on the vendor agreement must match the legal business name on the State of Florida Sunbiz website.

(5) The Contractor shall submit to the Council's Program Specialist a copy of all vendor agreements, and any subsequent changes or renewals, between the Contractor and home energy vendors.

2.1.3 Calculation of Income Eligibility

Calculate the income eligibility of the elder by using the past thirty (30) days earnings for all occupants of the household annualized or the elder's current economic situation and reference the current year EHEAP CARES Act Sources of Income, ATTACHMENT XII, to determine what is considered allowable income. Contractor shall proceed as follows:

(1) Total household income cannot exceed one hundred fifty percent (150%) of the current federal Poverty Income Guidelines, ATTACHMENT XIII;
   a. Stimulus payments from the federal government in relation to the Coronavirus Disease will not be considered income and will not be considered in determining a household's Federal Poverty Level (150% or below).
   b. Any type of unemployment payments will not be counted as income.

(2) Obtain a self-declaration from household members aged eighteen (18) years or older claiming zero income. Self-declarations must be completed and signed by the household member who is claiming zero income.
   a. Zero income can be determined with proof of client employment termination or self-declaration.
   b. Zero income can be determined at the time of application and projected forward (current economic status), instead of using the past 30 days. If applicable, clients should note the reason for zero income related to COVID19.
   c. Although not counted as income for eligibility purposes, excluded income sources may be used to determine how a household is meeting its expenses.

(3) 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:
   a. 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; and
   b. 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 CARES ACT benefit calculated for the household.

2.1.4 Contractor Responsibilities

(1) Making vendor payments directly to fuel providers on behalf of eligible consumers.
(2) Determine the correct amount of each crisis benefit based on the minimum necessary amount needed to resolve the crisis, but not more than the item limits or total limit set by the DOEA. The maximum crisis assistance cap for this contract is $2,000.00 per household.
(3) Encourage households to seek assistance prior to incurring non-energy penalties such as disconnect/reconnect fees, additional deposits, interest, or late payments.
(4) Making home energy payments to vendors on behalf of approved elders within 45 days of the date of crisis resolution.
(5) 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.
(6) Refunding to the Council, with non-federal funds, all funds incorrectly paid on behalf of consumers that cannot be collected from the consumer.

(7) Developing adequate procedures to ensure EHEAP CARES ACT funds are appropriately budgeted and expended. Procedures should include referral to other community agencies when funds budgeted for a particular period are exhausted and consumers are subsequently denied.
(8) Developing adequate procedures to address the use of EHEAP CARES ACT funds for clients who are on oxygen support or a "Lifeline Program" and must have power.
(9) 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.
(10) Ensure appropriate staff participate in training opportunities scheduled by the Council to cover EHEAP CARES Act policies and procedures
(11) Develop monitoring and oversight procedures to ensure that administrative costs that exceed the contracted EHEAP CARES Act administrative award to Contractor or Subcontractor are paid from non-federal sources.
(12) Notwithstanding that tasks for which the Contractor is held accountable involve coordination with other entities in performing this contract, the failure of other entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this contract.

2.1.5 Staffing Requirements

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.

(1) 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 Program Specialist 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 JM020-06-2022, the Council will not be responsible or liable for any obligations or claims resulting from such action. The Contractor shall submit a copy of all subcontracts to the Council's Program Specialist within thirty days of the subcontract being executed.

(2) 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

(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) 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.

(3) Contractor shall publish its service delivery location, toll-free telephone number, and normal business hours in available forms of media (i.e. newspapers, radio, television, website, publications, etc.).

2.3 DELIVERABLES

(1) Certification that Contractor must operate during its regular business hours, as identified in Section 2.2 of this contract.

(2) Contractor shall provide the minimum level of service per month. Minimum Level of Service means service to a minimum of one household per month.

2.3.1 Records and Documentation

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

(1) The EHEAP CARES ACT 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 CARES ACT Application and Eligibility Worksheet Instructions, issued by the DOEA, ATTACHMENT IX;
   a. If Contractor approves an application, one elderly member of the household must be registered in CIRTS using the EHEAP CARES Act Application and Eligibility Worksheet (ATTACHMENT IX); or
   b. If Contractor denies an application, the elder must be registered in CIRTS using the EHEAP CARES Act Application and Eligibility Worksheet (ATTACHMENT IX).

(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 elder's obligation(s) to pay an energy bill for the residence in which they live;
   a. The elder's utility bill must include detail to identify unallowable categories of assistance resulting from charges for water, sewer, garbage, and fire, etc.; charges resulting from

meter-tampering and returned checks; and other charges that are not energy-related and are not required for cooling/heating the household.

b. 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 an elder's utility bill, cutoff notice, door-hanger notice, or similar documentation 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 CARES Act Application and Eligibility Worksheet (ATTACHMENT IX);

(11) Signed Authorization for Release of General and/or Confidential Information for LIHEAP/EHEAP CARES ACT Federal Reporting or notation that the client did not sign the waiver;

(12) Copies of approval or denial letters, including those related to the initial application and all appeals, which are provided to the elder;

(13) Notation if EHEAP CARES ACT prevented disconnection or restored an energy disruption;

(14) If preference is given due to a disability, documentation of such, disability income or physician's statement;

(15) Documentation of referrals to LIHEAP and WAP;

(16) Documentation of coordination with LIHEAP providers to avoid exceeding the individual crisis cap for households with elderly residents;

(17) Proof of payment made to vendors;

(18) Documentation of calculation of benefits for elders living in subsidized housing; and

(19) Completed EHEAP CARES ACT Client File Content Checklist DOEA Form 211, ATTACHMENT X.

(20) Services provided, including copies of utility bills, copies of bills for fans, heaters, or blankets purchased and copies of repair bills;

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.

(1) EHEAP CARES ACT Summary Report

Contractor shall ensure timely and accurate CIRTS data entry of EHEAP CARES ACT activity and submit to the Council's Program Specialist the service report entitled "EHEAP Summary" from CIRTS. The report shall reflect the use of EHEAP CARES ACT and shall be inclusive of all elders applying for crisis energy assistance during the reporting month or period.

The parameters for the EHEAP Summary Report for the program year shall be:

a. PSA;
b. Provider;
c. All Locations;
d. Start Date (first date of reporting period); and
e. End Date (last date of reporting period).

The report shall be submitted based on the following schedule:

REPORT	REPORTING PERIOD	DATE DUE TO COUNCIL
1	05/01/20 – 06/30/20	July 15, 2020
2	07/01/20 – 09/30/20	October 15, 2020
3	10/01//20 – 12/31/20	January 15, 2021
4	01/01/21 – 03/31/21	April 15, 2021
5	04/01/21 – 06/30/21	July 15, 2021
6	07/01/21 – 09/30/21	October 15, 2021

(2) For the term of this contract, each month Contractor shall provide to the Council, by the 15th of each month for the preceding month, the following information:
   a. The total number of individuals served with crisis assistance for the reporting month;
   b. The total number of individuals ineligible or denied assistance during the reporting month; and
   c. The total number of individuals served by referral to other community resources for energy assistance during the reporting month.

(3) 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 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.

(1) The Council shall, at its own discretion, conduct investigations concerning any aspect of the Contractor's performance of this contract.

(2) The Council shall review 100% of completed EHEAP CARES ACT applications in accordance with the Emergency Home Energy Assistance for the Elderly Client File Content Checklist, ATTACHMENT X.

(3) 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.

(4) The Council shall conduct EHEAP CARES ACT intake site visits.

(5) The Council shall conduct desk review activities throughout the year to monitor contractual program requirements.

(6) 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.

2.5 COUNCIL RESPONSIBILITIES

(1) The Council may provide technical support and assistance to the Contractor within the resources of the Council to assist the Contractor in meeting the requirements of this contract.

The support and assistance, or lack thereof, shall not relieve the Contractor from full performance of contract requirements.

(2) The Council will provide to Contractor the State of Florida LIHEAP Policies and Procedures Manual. The State of Florida LIHEAP Policies and Procedures Manual will provide information and procedures needed to administer EHEAP CARES Act in Florida.

a. This contract excludes all provisions of the State of Florida LIHEAP Policies and Procedures Manual in reference to LIHEAP Regular Home Energy Annual Benefits.

b. To the extent any conflict arises between this contract and any incorporated reference contained herein, this contract shall have precedence.

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 the limits specified in the EHEAP CARES ACT Budget Summary, ATTACHMENT IV, 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 All Cost Reimbursement EHEAP CARES Act Requests for Payment must include the actual EHEAP CARES Act Receipts and Expenditure Reports beginning with the first month of this contract Expenditure Reports beginning with the first month of the contract.

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.

(1) Cost Analysis Report and Budget Detail

Contractor shall submit a completed Cost Analysis Report, ATTACHMENT VIII, 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.

(2) 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 CARES ACT, above and beyond the budgeted amount, is prohibited. Administrative costs that exceed the contracted EHEAP CARES ACT 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) Outreach Expenses

Outreach expenses are those costs incurred in delivering EHEAP CARES ACT 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.

(4) Advance Payments
Advance payments will not be issued for the EHEAP CARES Act program.

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.

(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:
   a. The EHEAP Expenditure Summary for Administration and Outreach expenses, ATTACHMENT VI. This report must be submitted via email in an Excel spreadsheet.
   b. The EHEAP Crisis Client report, ATTACHMENT VII.
   c. Certification that Contractor operated during its regular business hours as identified in Section 2.2 of this Contract. A statement to this effect is included in the 106P form.

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

(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.

(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.

(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.

(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 CARES ACT 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.

3.2.1 Date for Final Request for Payment

The final request for payment will be due to the Council no later than **October 15, 2021**.

3.2.2 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

The Council shall not be obligated to reimburse the Contractor for expenditures 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.
(1) Contractor must use a Council approved budget modification process.
(2) For the purpose of transferring funds, the following are considered budget categories: (1) Administration, (2) Outreach, and (3) Crisis Assistance.

3.3.1 Final Request for Adjustments:

Final request for budget revisions or adjustments to contract funds based on expenditures for services provided through September 30, 2021 must be submitted to the Council by September 30, 2021.

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 CARES ACT 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 CARES ACT 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.

3.4 REMEDIES FOR NON-CONFORMING

(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.

3.5 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.

3.5.1 Corrective Action Plan

If at any time the Contractor is notified by the Council's Program Specialist 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 Program Specialist that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's Program Specialist. 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 3.6 and Section 39 of the Master Contract JM020-06-2022, Section 3.6 shall have precedence.

3.6 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 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 Assistance for the Elderly Program – Coronavirus Aid, Relief, And Economic Security (CARES) Act	2020-2021	U.S. Dept. of Health and Human Services	93.568	$25,277.20
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				**$25,277.20**

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 FOR THE ELDERLY PROGRAM CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT

INVOICE REPORT SCHEDULE

Report Number	Based On	Submit to Council On This Date
1	June Expenditure Report	July 8, 2020
2	July Expenditure Report	August 6, 2020
3	August Expenditure Report	September 7, 2020
4	September Expenditure Report	October 7, 2020
5	October Expenditure Report	November 6, 2020
6	November Expenditure Report	December 7, 2020
7	December Expenditure Report	January 8, 2021
8	January Expenditure Report	February 5, 2021
9	February Expenditure Report	March 5, 2021
10	March Expenditure Report	April 7, 2021
11	April Expenditure Report	May 7, 2021
12	May Expenditure Report	June 7, 2021
13	June Expenditure Report	July 8, 2021
14	July Expenditure Report	August 6, 2021
15	August Expenditure Report	September 7, 2021
16	September Expenditure Report	October 7, 2021
17	Final Expenditure Report	October 18, 2021

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 FOR THE ELDERLY PROGRAM CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT

BUDGET SUMMARY

ADMINISTRATIVE COSTS

PERSONNEL

I&R Specialist	$ -
Total Personnel:	$ -

RECURRING EXPENSES:

Fringe Benefits	$ -
Communications & Utilities	$ -
Printing & Supplies	$ 2,344.23
Other	
Total Recurring Expenses:	$ 2,344.23

TOTAL ADMINISTRATIVE BUDGET $ 2,344.23

OUTREACH COSTS

PERSONNEL

Case Manager	$ 3,439.93
Total Personnel:	$ 3,439.93

RECURRING EXPENSES:

Fringe Benefits	$ -
Communications & Utilities	$ -
Printing & Supplies	$ -
Other	
Total Recurring Expenses:	$ -

TOTAL OUTREACH BUDGET $ 3,439.93

TOTAL EHEAP Benefits (Crisis) $ 19,493.04

TOTAL $ 25,277.20

Projected minimum number of Consumers to be served (Crisis): 32

*Eligible households may be provided with more than one benefit, totaling no more than $2,000.00. The minimum number of individuals to be served crisis energy assistance may reflect duplicated consumers if a consumer receives multiple benefits.

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 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 and EHEAP CARES Act 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) Making referrals for potential clients with the WAP 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 eighteen or forty-eight 18/48 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

CONTRACT #: **EHEAP CARES 2020-21**

RECEIPTS AND EXPENDITURE REPORT
EHEAP CARES Act

PROVIDER NAME, ADDRESS, PHONE # & FEID	Program Funding Source :	THIS REPORT PERIOD
PROVIDER **ADDRESS** **Tel: Fax:** **FEID #:**	**EHEAP CARES Act** **Emergency Home Energy Assistance For the Elderly Program Coronavirus Aid, Relief, And Economic Security (Cares) Act**	**REPORT PERIOD** CONTRACT PERIOD CONTRACT #: **REPORT #** 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

CONTRACT #: EHEAP CARES 2020-21

REQUEST FOR PAYMENT
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM

CONTRACTOR NAME, ADDRESS, PHONE# and FEID#		This Request Period:
PROVIDER	TYPE OF REPORT :	REPORT PERIOD
ADDRESS	Advance Request _____	CONTRACT PERIOD
Tel: Fax:	Reimbursement Request X	CONTRACT #:
FEID #:		REPORT #
		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 and Not Received for Contract Period	$ -	$ -	$ -	$ -	$ -
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 individuals served with crisis energy assistance this period: 0
2. Number of individuals ineligible or denied assistance during this period: 0
3. Number of individuals referred to other community resources for energy assistance during this period: _____

Certification statement: Contractor hereby certifies that it has been open and operating during its normal business hours for this period, as described in the Statement of Work section, of the EHEAP contract.

DOEA FORM 106P revised 5/4/12

AAA Office Use Only

BATCH #: _____

DESC: HSN/MOW EHEAP MM/YYYY

VENDOR ID:P-VENDOR NAME

ACCT#: 20.20.10.JPC2000.0210.135.7045 $0.00

ACCT#: 20.20.10.JPC2000.0210.135.7135 $0.00

ACCT#: 20.20.10.JPC2000.0210.140.7050 $0.00

CHECK # _____ CHECK DATE: _____

INPUT: _____ APPROVAL: _____

ATTACHMENT VI

EHEAP CARES

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 CARES Act

CRISIS CLIENT REPORT

Provider: PROVIDER

CONTRACT #:
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

Cost Analysis Report
EHEAP CARES Act

Provider: **Provider Name**

Contract # **Contract Number** **CONTRACT PERIOD: 06/01/2020 - 09/30/2021**

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.

Administrative & Outreach Expense Budget Detail

Provider Name EHEAP 2020-21

Contract #: CARES EHEAP

ADD ADDITIONAL LINES AS NEEDED

Budget Line Item	Expenditure Detail	Quantity/ Hrs	Unit Cost	Total Cost
Admin				$0.00
Admin				$0.00
Admin				$0.00
Admin				$0.00
Admin				$0.00
Admin				$0.00
Admin				$0.00
Admin				$0.00
Outreach				$0.00
Outreach				$0.00
Outreach				$0.00
Outreach				$0.00
Outreach				$0.00
Outreach				$0.00
Outreach				$0.00
Outreach				$0.00
Outreach				$0.00
				$0.00
Total				**$0.00**

Administration Subtotal	**$**	-
Outreach Subtotal	**$**	-
Total	**$**	-

ATTACHMENT IX

Emergency Home Energy Assistance for the Elderly Program CARES Act - Application

Section One: Applicant (Aged 60 and older) Information			
Name: (First, M.I., Last)		☐ PEPAP CARES Act	
Date of birth:	Age:	SSN:	
Service address:			Date Stamp
City:	Florida County:	ZIP Code:	Intake worker's name:
Sex: ☐ Male ☐ Female	Number of people in the household:	Phone:	
Marital Status: ☐ Married ☐ Partnered ☐ Single ☐ Separated ☐ Divorced ☐ Widowed			Phone:
Race: ☐ White ☐ Black/African American ☐ Asian ☐ Native Hawaiian/Pacific Islander ☐ American Indian/Alaska Native ☐ Other			
Ethnicity: ☐ Hispanic/Latino ☐ Other	Primary Language: ☐ English ☐ Spanish ☐ Other _____		
Does client have limited ability reading, writing, speaking, or understanding the English language? ☐ Yes ☐ No			
Is the client a veteran? ☐ Yes ☐ No	Was client referred to the local Veteran's Affairs office? ☐ Yes ☐ No ☐ N/A		
Applicant's income type(s):		Applicant's monthly income amount:	

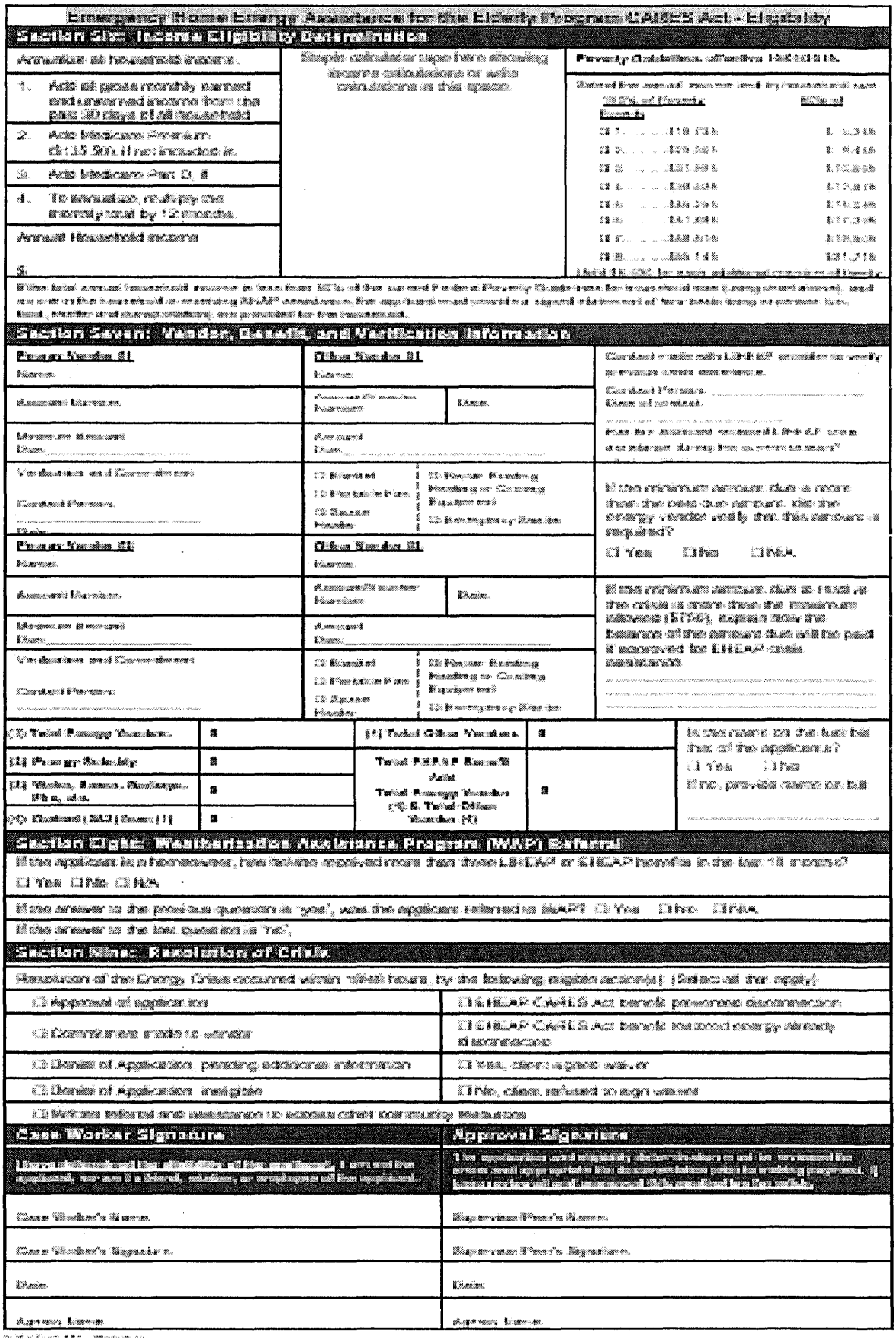
Section Two: Additional Household Members Information			
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:

Section Three: Household Characteristics
Is there a child 5 years of age or younger in the household? ☐ Yes ☐ No If Yes, select all that applies: ☐ 0-2 years old ☐ 3-5 years old
Is there an individual with a disability in the household? ☐ Yes ☐ No
Is the applicant a U.S. citizen or an alien lawfully admitted for permanent residence? ☐ Yes ☐ No
Is the applicant a homeowner? ☐ Yes ☐ No
Does applicant live in government subsidized housing, such as Section 8? ☐ Yes ☐ No If yes, provide the complex name: _____ If yes, does the household receive an energy subsidy? ☐ Yes ☐ No
Does applicant live in a student dormitory, adult family care home, or any kind of group living facility? ☐ Yes ☐ No If yes, provide the facility name:

Section Four: Heating and Cooling Information
Have you or any member of your household received energy assistance in the current season? ☐ Yes ☐ No If yes, provide the name of Agency: _____ Type of Assistance: ☐ Crisis ☐ Home Energy ☐ Weather-Related Date: _____
What is the primary source of home heating? (select one) ☐ Electricity ☐ Natural Gas ☐ Propane ☐ Wood/Coal ☐ Refillable Fuels
Does household use supplemental heating source? ☐ Electricity ☐ Wood/Coal ☐ N/A
Air conditioning unit type? ☐ Central A/C ☐ Window/Wall A/C ☐ Fans ☐ Other – specify (including evaporative cooler)

Section Five: Energy Crisis Explanation	Client Attestation and Signature
☐ Home cooling or heating energy source has been disconnected. (Life-Threatening/16-hour)	The information provided on this application is to the best of my knowledge true and complete. I understand that priority in providing assistance will be given to those households with the lowest income and greatest need, i.e. those households in which the elderly, disabled, medically needy, or children reside. I authorize the agency to make benefit payments directly to my energy supplier. I am aware that after I have provided all the information requested to determine my eligibility, if I am applying for crisis assistance, the agency has 18 hours to act upon my application with an eligible action. I am also aware that if I am not approved or denied within the time allowed, or not approved for the correct amount, I have a right to appeal the decision. (If you sign with an "X" two witnesses are required.)
☐ Unable to get delivery of fuel, is out of fuel, or is in danger of being out of fuel for heating. (Life-Threatening/16-hour)	
☐ Other problems with lack of cooling or heating in the home such as needing to use a deposit, repair of equipment, or interim emergency measure to avoid further crisis. (Life-Threatening/16-hour)	
☐ Notified that the energy source for cooling or heating is going to be disconnected. (Standard/48-hour)	
☐ Received a notice indicating the energy source bill is delinquent or past due. (Standard/48-hour)	Client Signature: _____
☐ Has an energy source bill for which the due date has lapsed. (Standard/48-hour)	Date: _____

ALL CLIENTS SHOULD SIGN THE MATTER, AUTHORIZING THE RELEASE OF GENERAL AND/OR CONFIDENTIAL INFORMATION FOR UNDERWRITER REGIONAL REPORTING.



Emergency Home Energy Assistance for the Elderly Program CARES Act - Eligibility

Section Six: Income Eligibility Determination

Annualize all household income.	Simple calculator tape form showing income calculations or write calculations in this space.	Poverty Guidelines effective 04/01/20.
1. Add: all gross monthly earned and unearned income from the past 30 days of all household		Annual Income Level by Household Size: 100% of Poverty / 150% of Poverty
2. Add: Medicare Premium (if 135.5(h)) not included in		
3. Add: Medicare Part D, if		
4. To annualize, multiply the monthly total by 12 months.		
Annual Household Income $:		

If the total annual household income is less than 150% of the annual Federal Poverty Guidelines for households of your energy vendor served, and a vendor has been served or receiving LIHEAP assistance, the applicant must provided a signed statement of their income, bill, number and energy vendor(s) was provided for the household.

Section Seven: Vendor, Benefit, and Verification Information

Primary Vendor #1 Name:	Other Vendor #1 Name:	Contact vendor with LIHEAP provider to verify account information.
Account Number:	Account Number: / Date:	Contact Person: / Date of contact:
Balance Amount Due:	Amount Due:	Has the account received LIHEAP assistance during the current year?
Verification and Commitment: / Contact Person: / Date:	☐ Received ☐ Pre-Heat Plan ☐ Space Heater ☐ Power Banking Readiness or Closing Equipment ☐ Emergency Service	If the minimum amount due is more than the past due amount, did the energy vendor verify that this amount is required? ☐ Yes ☐ No ☐ N/A
Primary Vendor #2 Name:	Other Vendor #2 Name:	
Account Number:	Account Number: / Date:	If the minimum amount due is more than the crisis is more than the maximum allowed ($1750), explain how the balance of the amount due will be paid if approved for LIHEAP crisis assistance.
Balance Amount Due:	Amount Due:	
Verification and Commitment: / Contact Person: / Date:	☐ Received ☐ Pre-Heat Plan ☐ Space Heater ☐ Power Banking Readiness or Closing Equipment ☐ Emergency Service	

(C) Total Energy Vendors:	$	(F) Total Other Vendors:	$	Is this vendor on the list that of the applicants? ☐ Yes ☐ No If no, provide name on bill:
(D) Energy Subsidy:	$	Total HHEP Benefit Add: Total Energy Vendors (C) & Total Other Vendors (F):	$	
(E) Water, Sewer, Garbage, Fire, etc.:	$			
(G) Subtotal (Sum (D)):	$			

Section Eight: Weatherization Assistance Program (WAP) Referral

If the applicant is a homeowner, has he/she received more than three LIHEAP or EHEAP benefits in the last 10 years? ☐ Yes ☐ No ☐ N/A

If the answer to the previous question is "yes", was the applicant referred to WAP? ☐ Yes ☐ No ☐ N/A

If the answer to the last question is "no",

Section Nine: Resolution of Crisis

Resolution of the Energy Crisis occurred within 18/48 hours, by the following eligible action(s): (Select all that apply.)

☐ Approval of application	☐ EHEAP CARES Act benefit prevents disconnection
☐ Commitment made to vendor	☐ EHEAP CARES Act benefit restored energy already disconnected
☐ Denial of Application, pending additional information	☐ Yes, client signed waiver
☐ Denial of Application, ineligible	☐ No, client refused to sign waiver
☐ Written referral and reassurance to access other community resources	

Case Worker Signature	Approval Signature
Under penalty of perjury, I certify that I have reviewed, and that to the best of my knowledge and belief, all information and documentation submitted in support of this application is true, correct and complete.	The application and eligibility determination are approved for payment. I certify that I have reviewed all documentation submitted in support of this application and that to the best of my knowledge and belief, all information and documentation submitted in support of this application is true, correct and complete.
Case Worker's Name:	Supervisor/Back-Up Name:
Case Worker's Signature:	Supervisor/Back-Up Signature:
Date:	Date:
Agency Name:	Agency Name:

ATTACHMENT X

EHEAP CARES ACT 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(s).				
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 combined LIHEAP and EHEAP CARES Act Crisis Assistance exceeding the crisis assistance cap of $2,000.00.				
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 eligible components of the utility bill are paid 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 unallowable charges, such as: water, sewer, garbage, fire, etc., if applicable.				
19.	Crisis energy benefit was reduced by energy subsidy, if applicable.				
20.	Energy crisis resolved within 18/48 hours by an eligible action.				
21.	Written notice of approval or denial for services that includes appeal procedures is issued within 15 working days of eligibility determination.				
22.	Appropriate benefit provided, at or below the EHEAP CARES Act crisis assistance cap of $2,000.00.				
23.	All required sections of the application are signed and dated by the elder, staff, and supervisory/peer **PRIOR** to payment.				
24.	Proof of payment to vendor.				
25.	Place completed DOEA Form 211 (05/01/2020) 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 06/01/2020

ATTACHMENT XI

EHEAP CARES ACT APPLICATION AND ELIGIBILITY INSTRUCTIONS

EHEAP CARES Act Application Instructions

Section One: Applicant (Age 60 and older) Information

Complete Section One in its entirety.

Special notes:

- ✓ **The Winter and Summer Seasons are waived under the CARES Act.**
- ✓ The Date Stamp is the official application date;
- ✓ The Intake Worker (with name and phone number recorded) is the person who accepts the application and required documentation;
- ✓ The applicant's income type(s) and monthly income amount is recorded in this section, and
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Two: Additional Household Members Information

Complete Section Two by listing additional household members and providing the information requested.

Special notes:

- ✓ At a minimum, the name(s), age(s), and Social Security number(s) of each additional household member is required;
- ✓ You will be attaching a calculator tape of the household's income calculations in the section provided on the EHEAP CARES Act Eligibility Worksheet; and
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Three: Household Characteristics

Complete Section Three by answering each "Yes" or "No" question and providing additional information if applicable.

Special note:

- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Four: Heating and Cooling Information

Complete Section Four by answering each question.

Special note:

- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Five: Energy Crisis Explanation

Section Five is completed by choosing the best possible explanation for the applicant's crisis and obtaining their signature and date of signature.

Special note:

- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Client Attestation and Signature

The applicant should read the attestation statement. If the applicant is unable to read the attestation statement, the intake worker should read it to them before they sign and date the application.

At this point, the intake worker should have the applicant sign the waiver authorizing the release of general and/or confidential information for LIHEAP/EHEAP CARES Act federal reporting. CIRTS will require you to verify that either the waiver has been signed or that the client has refused to sign.

EHEAP CARES Act Eligibility Worksheet Instructions

Section Six: Income Eligibility Determination

Complete Section Six by stapling the calculator tape in the space provided, entering the annual income, and checking the appropriate number of individuals in the household to determine the household annual income limit.

Special notes:

- ✓ Adjacent to the annual income limit by household size is the fifty percent (50%) of poverty amount by household size. If the annual household income is below the amount for the household size, AND the household does not receive SNAP, the applicant must provide a written statement of how basic living expenses are provided for the household.
- ✓ **Specific to CARES Act, the following is not counted as income when determining income eligibility for the household:**
  - **Stimulus payments from the federal government in relation to the Coronavirus Disease ; and**
  - **Any type of unemployment payments will not be counted as income.**
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Seven: Vendor, Benefit, and Verification Information

Complete Section Seven by completing in its entirety.

Special notes:

- ✓ Eligible elders may receive multiple crisis assistance benefit(s), that combined not to exceed $2,000.00.
- ✓ The minimum amount due is the amount provided to you during the verification process with the home energy vendor.
- ✓ For those applicants receiving an energy subsidy, the minimum amount due will be reduced by the energy subsidy amount listed on the applicant's public housing lease to determine the total EHEAP CARES Act benefit. The energy subsidy is deducted from home energy vendor payments only.
- ✓ It is allowable to make several crisis benefit payments for a household to resolve a single crisis and/or one or more benefits from EHEAP CARES Act funding. This may include the purchase of blankets, portable fans, space heaters, and/or repair of existing heating/cooling equipment, in addition to energy bill assistance, that combined does not exceed the crisis assistance cap of $2,000.

- ✓ Crisis situations that involve a heater or air conditioner that is powered by both gas and electricity are eligible for a crisis benefit payment to both home energy vendors.
- ✓ Allowable utility categories for heating/cooling bill assistance include the following:
  - Electricity;
  - Natural Gas;
  - Propane;
  - Wood/Coal; and
  - Refillable fuels;
- ✓ Crisis benefits may also be used for the following:
  - Pre-pay energy;
  - Purchase of blankets, portable fans, space heaters, and window air conditioners;
  - Repair of an existing heating/cooling unit;
  - Deposits to connect or restore energy;
  - Late fees and disconnect and reconnect fees;
  - Charges from a previous account held by the elder that is now closed;
  - Payment to landlord when utility costs are included in the elder's rent; and
  - Temporary emergency shelter, if due to energy related crisis.
- ✓ Water, sewer, garbage, and fire, etc. MAY NOT be paid with EHEAP CARES Act funds. Utility bills that include charges that are not directly related to cooling and heating will be reduced by the amounts for these charges.
- ✓ Charges incurred due to illegal activities, such as a worthless check or meter tampering, MAY NOT be paid with EHEAP CARES Act funds.
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Eight: Weatherization Assistance Program (WAP) Referral

Complete Section Eight in its entirety.

Special notes:

- ✓ When determining the number of LIHEAP or EHEAP CARES Act crisis benefits the applicant has had, you will include the current application in the count, provided the application is approved. Refer back to Section Seven, to the information obtained from the LIHEAP provider.
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Nine: Resolution of Crisis

Complete Section Nine by selecting all that applies to this applicant and application for services.

Special notes:

- ✓ The left-hand selections indicate that the application has been acted upon within the 18/48 hour requirement.
- ✓ If the selection is made to deny the application pending additional information from the client, the 18/48 hours has been met and does not repeat itself when the client returns with the pending information. You have already met the requirement.
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Case Worker Signature

To complete this section, the individual who completes the EHEAP CARES Act Eligibility Worksheet, determines income eligibility, and provides the commitment to the utility vendor must sign and complete the requested information.

Special note:

- ✓ If you are the applicant, or a friend, relative, or employee of the applicant, you cannot determine the eligibility or award EHEAP CARES Act benefits. This application must be processed by someone who is not the applicant or a friend, relative, or employee of the applicant.

Approval Signature

To complete this section, the signer is attesting that he/she has reviewed the application for completeness, determined that all required documentation is included, and verified that the annual household income calculation and EHEAP CARES Act benefit awarded are correct.

ATTACHMENT XII

EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY – CARES ACT
FY 2020/2021 SOURCES OF INCOME

EFFECTIVE May 1, 2020

INCLUDED SOURCES OF INCOME (Includes total annual cash receipts before taxes from all sources)	EXCLUDED SOURCES OF INCOME
1. Money wages and salaries before any deductions	1. CAPITAL GAINS Any Assets drawn down as withdrawals from a bank, the sale of property, a house or a car.
2. Net receipts from non-farm employment (receipts from a person's own unincorporated business, professional enterprise, or partnership, after deductions for business expenses)	2. Tax Refunds 3. Gifts 4. Loans 5. Lump-sum inheritances 6. One-time insurance payments 7. Foster Care Payments* 8. Compensation for injury 9. Combat zone pay to the military 10. Adoption Subsidies 11. Reverse Mortgage Payments 12. NON-CASH BENEFITS (a) Employer-paid or union paid portion of health insurance or other employee benefits (b) Food or housing received in lieu of wages (c) The value of food and fuel produced and consumed on farms. (d) The imputed value of rent from owner-occupied non-farm or farm housing. (e) Federal non-cash benefit programs such as Medicare, Medicaid, Food Stamps, school lunches, and housing assistance.
3. Net receipts from farm self-employment (receipts from a farm which one operates as an owner, renter, or sharecropper, after deductions for farm operating expenses)	
4. REGULAR PAYMENTS FROM: Social Security Railroad retirement Strike benefits from union funds Worker's compensation Veteran's payments Public Assistance or Temporary Assistance for Needy Families (TANF), Supplemental Security Income, and non-federally funded General Assistance or General Relief money payments.	
5. Payments to foster children age 18 or older received through the Independent Living Program	
6. Training stipends 7. Alimony 8. Child Support 9. Social Security Benefit Garnishee for Non-Payment of School Loans. (The total amount of the Social Security Retirement benefit including the garnished deduction must be used when calculating the applicant's income.)	
10. Military family allotment or other regular support from a family member or someone not living in the household	13. Supplemental Security Income (SSI) benefits cannot be garnished for any reason unless a recipient received an overpayment of benefits. The total amount of the SSI benefit minus the garnished deduction for recoupment must be used when calculating the applicant's income. *Persons whose cost of residence is paid through a foster care or residential program administered by the state cannot be counted as household members.
11. Private pensions	
12. Government employee pensions (including military retirement pay)	14. Stimulus payments from the federal government in relation to the Coronavirus Disease will not be considered income and will not be considered in determining a household's Federal Poverty Level (150% or below).
13. Regular insurance or annuity payments 14. Educational Assistance: Grants, Fellowships, Assistantships, College or University Scholarships – Only count as income those funds specifically allotted for living expenses	15. Any type of unemployment payments will not be counted as income.
15. Dividends 16. Interest 17. Net rental income 18. Net royalties 19. Periodic receipts from estates or trusts 20. Net gambling or lottery winnings	

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) POVERTY INCOME GUIDELINES*

EFFECTIVE JULY 1, 2020

PEOPLE IN THE HOUSEHOLD	150%
1	$19,140
2	$25,860
3	$32,580
4	$39,300
5	$46,020
6	$52,740
7	$59,460
8	$66,180
For each additional person in the household with more than 8 people, add:	$ 6,720

*These figures are based on the 2020 U.S. Department of Health and Human Services (HHS) poverty guidelines published in the *Federal Register* on January 17, 2020.

MASTER CONTRACT

THIS MASTER CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the "Council," and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging** hereinafter referred to as the "Contractor", who are collectively referred to as the "Parties." The term Contractor for this purpose may designate a vendor, subgrantee or subrecipient, the status to be further identified in ATTACHMENT I, Exhibit-1 as necessary.

1. Purpose of Contract

The purpose of this Master Contract is to set the general terms and conditions applicable to the contracts or agreements between the Contractor and the Council for the provision of the services specified in each one of those contracts or agreements incorporating this Master Contract by reference with all its attachments and exhibits, which shall constitute in each case the entire contract document.

1.1 State of Florida, Department of Elder Affairs' Mission Statement

To foster an environment that promotes well-being for Florida's elders and enables them to remain in their homes and communities. The State of Florida, Department of Elder Affairs' vision is of all Floridians aging with dignity, purpose, and independence. Area agencies, lead agencies and local service providers, as partners and stakeholders in Florida's aging services network, are expected to support the State of Florida, Department of Elder Affairs' mission, vision, and program priorities.

1.2 Areawide Council on Aging of Broward County, Inc.'s Mission Statement

To plan, coordinate, monitor, evaluate and fund various groups, agencies, organizations and projects relating to the elderly in Broward County, Florida; to plan, plan for, promote, provide for and provide services and activities for elderly people in Broward County, Florida; to encourage participation and involvement of volunteers, professionals, and all other persons interested in the welfare and well-being of the elderly in Broward County, Florida.

2. Incorporation of Documents within the Contract

All contracts or agreements including attachments, proposal(s), solicitation(s), service provider application(s), grant agreements, relevant to the State of Florida, Department of Elder Affairs' handbooks, manuals or desk books executed between the Contractor and the Council shall incorporate this Master Contract by reference and be subject to the conditions set forth in this Master Contract for the duration of the contract period(s). Any and all contracts or agreements executed between the Contractor and the Council during the effective period of this Master Contract will incorporate this Master Contract by reference and shall be governed in accordance with the applicable laws, statutes, and other conditions set forth in this Master Contract.

3. Term of Contract

This Master Contract shall begin on January 1, 2020, or on the date on which the Contract has been signed by the last party required to sign it, whichever is later. It will end at midnight, Eastern Standard Time on December 31, 2022.

4. Compliance with Federal Law

4.1 If any contract or agreement incorporating this Master Contract by reference contains federal funds this section shall apply:

4.1.1 The Contractor shall comply with the provisions of 45 Code of Federal Regulations (CFR) Part 75 and/or 45 CFR Part 92, 2 CFR Part 200 and other applicable regulations.

4.1.2 If the contract or agreement incorporating this Master Contract by reference contains federal funds and is over $100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code U.S.C. 7401 et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to the Council.

4.1.3 The Contractor, or agent acting for the Contractor, may not use any federal funds received in connection with any contract or agreement incorporating this Master Contract by reference to influence legislation or appropriations pending before the Congress or any State Legislature. The Contractor must, prior to contract execution, complete the Certification Regarding Lobbying included in ATTACHMENT II, Certifications and Assurances.

4.1.4 In accordance with Appendix II to 2 CFR Part 200, the Contractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR Part 60 and 45 CFR Part 92, if applicable.

4.1.5 A contract or agreement award with an amount expected to equal or exceed $25,000.00 and certain other contract or agreement awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to any contract or agreement incorporating this Master Contract by reference. The Contractor shall complete and sign the Debarment and Suspension Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

4.2 The Contractor shall not employ an unauthorized alien. The Council will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation will be cause for unilateral cancellation of this Master Contract and any contract or agreement incorporating this Master Contract by reference by the Council.

4.3 If the Contractor is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the Pension Protection Act of 2006 or for any other reason, the Contractor must notify the Council in writing within thirty (30) days of receiving the IRS notice of revocation.

4.4 The Contractor shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

4.5 Unless exempt under 2 CFR Part 170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.

4.6 To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, Contractor agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract or agreement term. The Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment eligibility of all new employees hired by the subcontractor during any contract or agreement term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. The Contractor shall complete and sign the Verification of Employment Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

5. Compliance with State Law

5.1 This Master Contract and any contract or agreement incorporating this Master Contract by reference is executed and entered into with the Council, with the pass through funding from the State of Florida, Department of Elder Affairs, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.

5.2 The Contractor shall comply with requirements of Section 287.058, F.S. as amended.

5.2.1 The Contractor shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this Master Contract and any contract or agreement incorporating this Master Contract by reference, which the Council's Contract Manager must receive and accept in writing prior to payment. Expenditures pursuant to any contract or agreement incorporating this Master Contract by reference, must be in compliance with Section 215.97, F.S. and Section 215.971, F.S. and laws, rules, and regulations, including, but not limited to, the Reference Guide for State Expenditures.

5.2.2 The Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.

5.2.3 If itemized payment for travel expenses is permitted in any contract or agreement incorporating this Master Contract by reference, the Contractor shall submit bills for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this Master Contract and any contract or agreement incorporating this Master Contract by reference. The current state rate for reimbursement of travel in a privately owned vehicle is $0.445 per mile.

5.2.4 The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in Subsection 119.011(12), F.S., made or received by the Contractor in conjunction with any contract or agreement incorporating this Master Contract by reference, except for those records which are made confidential or exempt by law. The Contractor's refusal to comply with this provision will constitute an immediate breach of contract or agreement for which the Council may unilaterally terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference.

5.3 If clients are to be transported under any contract or agreement incorporating this Master Contract by reference, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, F. A. C.

5.4 Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.

5.5 The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

5.6 The Council may, at its option, terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference, if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List, or if the Contractor has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel. The Contractor shall complete and sign the Scrutinized Companies Lists Certification, included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

6. Cooperation with the Inspector General

Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S. The Contractor further agrees that it shall include, in related subcontracts, a requirement that subcontractors performing work or providing services pursuant to any contract or agreement that incorporates this Master Contract by reference, agree to cooperate with the Inspector general in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S.

7. Background Screening

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.

7.1 To demonstrate compliance with this provision, Contractor shall submit annually, no later than January 5th, the completed ATTACHMENT VII, Background Screening Affidavit of Compliance.

7.2 Further information concerning the procedures for background screening is found at http://elderaffairs.state.fl.us/doea/backgroundscreening.php.

Any report that implies criminal intent on the part of the Contractor or any subcontractors and referred to a governmental or investigatory agency, must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material

concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

8. Grievance and Complaint Procedures

8.1 Grievance Procedures

The Contractor shall comply with and ensure compliance with the Minimum Guideline for Recipient Grievance Procedures, Appendix D, Department of Elder Affairs Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

8.2 Complaint Procedures

The Contractor shall develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and the determination of the complaint.

9. Public Records and Retention

By execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference, Contractor agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

9.1 Keep and maintain public records required by the Council to perform the contracted services.

9.2 Upon request from the Council's custodian of public records, provide the Council a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

9.3 Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Council.

9.4 Upon completion of the contract or agreement incorporating this Master Contract by reference, the Contractor will either transfer, at no cost to the Council, all public records in possession of the Contractor, or will keep and maintain public records required by the Council. If the Contractor transfers all public records to the Council upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Council in a format that is compatible with the information technology systems of the Council.

9.5 The Council may unilaterally cancel any contract or agreement incorporating this Master Contract by reference, notwithstanding any other provisions of this Master Contract, for refusal by the Contractor to comply with Section 8 of this Master Contract by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction

with this Master Contract or any contract or agreement incorporating this Master Contract by reference, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MASTER CONTRACT OR ANY CONTRACT THAT INCORPORATES THIS MASTER CONTRACT BY REFERENCE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567

10. Audits, Inspections, Investigations

10.1 The Contractor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Council under this Master Contract and any contract or agreement incorporating this Master Contract by reference. Contractor shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under any contract or agreement which incorporates this Master Contract by reference. Whenever appropriate, financial information should be related to performance and unit cost data.

10.2 The Contractor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to any contract or agreement which incorporates this Master Contract by reference for a period of six (6) years after completion of the contract or agreement incorporating this Master Contract by reference or longer when required by law. In the event an audit is required for any contract or agreement incorporating this Master Contract by reference, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any contract or agreement incorporating this Master Contract by reference, at no additional cost to the Council.

10.3 Upon demand, at no additional cost to the Council, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.

10.4 The Contractor shall assure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Council.

10.5 At all reasonable times for as long as records are maintained, persons duly authorized by the Council and federal auditors, pursuant to 45 CFR Part 75, will be allowed full access to and the right to examine any of the Contractor's contracts or agreements, related records and documents pertinent to any contract or agreement, regardless of the form in which it is kept.

10.6 The Contractor shall provide a financial and compliance audit to the Council as specified in ATTACHMENT I of this Master Contract and ensure that all related third-party transactions are disclosed to the auditor.

11. Nondiscrimination-Civil Rights Compliance

11.1 The Contractor shall execute assurances in ATTACHMENT III, Assurances-Non-Construction Programs, that it will not discriminate against any person in the provision of services or benefits under any contract or agreement incorporating this Master Contract by reference or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, sub grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex. The Contractor shall complete and sign ATTACHMENT III, Assurances-Non-Construction Programs, prior to the execution of this Master Contract.

11.2 During the term of this Master Contract and any contract or agreement incorporating this Master Contract by reference, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, ATTACHMENT IV.

11.3 The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through any contract or agreement incorporating this Master Contract by reference. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

11.4 If any contract or agreement incorporating this Master Contract by reference, contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

12. Monitoring by the Council

The Contractor shall allow persons duly authorized by the Council to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor which are relevant to this Master Contract and any contract or agreement which incorporates this Master Contract by reference, and to interview any clients, employees and subcontractor employees of the Contractor to assure the Council of the satisfactory performance of the terms and conditions of any contract or agreement which incorporates this Master Contract by reference. Following such review, the Council will provide a written report of its findings to the Contractor, and where appropriate, the Contractor shall develop a corrective action plan. The Contractor hereby agrees to correct all deficiencies identified in the corrective action plan in a timely manner as determined by the Council.

13. Provision of Services

The Contractor shall provide services in the manner to be described in subsequent contracts or agreements incorporating this Master Contract by reference.

14. Coordinated Monitoring with Other Agencies

If the Contractor receives funding from one or more State of Florida's human service agencies, in addition to the State of Florida, Department of Elder Affairs through the Council, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of any contract or agreement incorporating this Master Contract by reference, and pursuant to Section 287.0575, F.S. as amended, State of Florida's human service agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, the Department of Veterans Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Contractor will comply and cooperate with all monitors, inspectors, or investigators.

15. New Contract(s) Reporting

The Contractor shall notify the Council within ten (10) days of entering into a new contract or agreement with any of the five (5) state human service agencies. The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) contract or agreement start and end dates; (4) contract or agreement amount; (5) contract or agreement description and commodity or service; and (6) Contract Manager name and number. In complying with this provision, and pursuant to Section 287.0575, F.S. as amended, the Contractor shall complete and provide the information in ATTACHMENT VI, Provider's State Contracts List.

16. Indemnification

The Contractor shall indemnify, save, defend, and hold harmless the Council and its agents and employees and the State of Florida and its agents and employees and the State of Florida, Department of Elder Affairs and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference or performance of the services provided for herein. It is understood and agreed that the Contractor is not required to indemnify the Council for claims, demands, actions or causes of action arising solely out of the Council's negligence. Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 14 is not applicable to contracts or agreements executed between the Contractor, the Council and state agencies or subdivisions defined in Section 768.28(2), F.S.

17. Insurance and Bonding

17.1 The Contractor shall provide continuous adequate liability insurance coverage during the existence of any contract or agreement incorporating this Master Contract by reference and any renewal(s) and extension(s) of it. By execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference, unless it is a state agency or subdivision as defined by Subsection 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under any contract or agreement incorporating this Master Contract by reference. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under any contract or agreement incorporating this Master Contract by reference. The Contractor shall ensure that the Council has the most current written verification of insurance coverage throughout the term of any contract or agreement incorporating this Master Contract by reference. Such coverage may be provided by a self-insurance program established and operating under the laws of the State

of Florida. The Council reserves the right to require additional insurance as specified in any contract or agreement incorporating this Master Contract by reference.

17.2 Throughout the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Contractor authorized to handle funds received or disbursed under all contracts or agreements incorporating this Master Contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

18. Health Insurance Portability and Accountability Act

The Contractor shall not use or disclose any information concerning a recipient of services under any contract or agreement incorporating this Master Contract by reference, for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law. Where applicable, the Contractor shall comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.), as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

The Council, as a covered entity, and the Contractor, as a business associate, shall comply with the provisions of 45 CFR Part 164 by entering into a Business Associate Agreement, ATTACHMENT IX, to ensure that the business associate will appropriately safeguard Protected Health Information (PHI).

19. Incident Reporting

19.1 The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates this Master Contract by reference. Such notice shall be made orally to the Council's Contract Manager (by telephone) with an email to immediately follow.

19.2 The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Contractor and its employees.

20. Bankruptcy Notification

During the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall immediately notify the Council if the Contractor, its assignees, Subcontractors or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to the Council: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and, (4) the name address, and telephone number of the bankruptcy attorney.

21. Sponsorship and Publicity

21.1 As required by Section 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through

any contract or agreement incorporating this Master Contract by reference, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name), Areawide Council on Aging of Broward County, Inc., and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Areawide Council on Aging of Broward County, Inc. and State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization.

21.2 The Contractor shall not use the words "Areawide Council on Aging of Broward County, Inc. and the State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Council prior to use.

22. Assignments

22.1 The Contractor shall not assign the rights and responsibilities under any contract or agreement incorporating this Master Contract by reference without the prior written approval of the Council, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Council will constitute a material breach of the contract or agreement.

22.2 The Council is at all times entitled to assign or transfer, in whole or part, its rights, duties, or obligations under any contract or agreement to another contractor in Broward County, upon giving prior written notice to the Contractor. In the event the Council approves transfer of the Council's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the contract or agreement. Notwithstanding the foregoing, should the Council assign the duties, rights, or obligations hereunder to a provider, individual, or entity who has been excluded, debarred, suspended, or otherwise deemed ineligible to participate in a Federal Health Care Program, including but not limited to Medicare or Medicaid, Contractor shall be entitled to immediately terminate this Agreement with no further obligations and with no liability, cost, penalty, or imposition of any damages.

22.3 This Master Contract and any contract or agreement incorporating this Master Contract by reference shall remain binding upon the successors in interest of either the Contractor or the Council.

23. Subcontracts

The Contractor is responsible for all work performed and for all commodities produced pursuant to any contract or agreement incorporating this Master Contract by reference, whether actually furnished by the Contractor or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Council deems necessary. The Contractor further agrees that the Council will not be liable to the subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Council against any such claims as permitted by law.

23.1 The Contractor shall promptly pay any subcontractor upon receipt of payment from the Council. Failure to make payments to any subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in any contract or agreement incorporating this Master Contract by reference between the Contractor and subcontractor, will result in a penalty as provided by statute.

24. Funding Obligations

24.1 The Council acknowledges its obligation to pay the Contractor for the performance of the Contractor's duties and responsibilities set forth in any contract or agreement incorporating this Master Contract by reference.

24.2 The Council shall not be liable to the Contractor for costs incurred or performance rendered unless such costs and performances are in accordance with the terms and conditions of any contract or agreement executed between the Parties, which incorporates this Master Contract by reference, including but not limited to terms, governing the Contractor's promised performance and unit rates and/or reimbursement capitations specified.

24.3 The Council shall not be liable to the Contractor for any expenditures which are not allowable costs as defined in 45 CFR, Parts 74 and 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules.

24.4 The Council shall not be liable to the Contractor for expenditures made in violation of regulations promulgated under the Older Americans Act, as amended, or in violation of applicable state and federal laws, rules, or provisions of any contract or agreement incorporating this Master Contract by reference.

25. Independent Capacity of Contractor

It is the intent and understanding of the Parties that the Contractor, or any of its subcontractors, are independent contractors and are not employees of the Council or the State of Florida, Department of Elder Affairs and shall not hold themselves out as employees or agents of the Council or the State of Florida, Department of Elder Affairs without specific authorization from the Council. It is the further intent and understanding of the Parties that the Council does not control the employment practices of the Contractor and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Contractor. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Contractor will be the sole responsibility of the Contractor.

26. Payment

26.1 Payments shall be made to the Contractor pursuant to Section 215.422, F.S., as services are rendered and invoiced by the Contractor. The Council's Finance Director will have final approval of the invoice for payment, and will approve the invoice for payment only if the Contractor has met all terms and conditions of any contract or agreement incorporating this Master Contract by reference, unless the bid specifications, purchase order, or the contract or agreement specify otherwise. The approved invoice will be submitted to the Council's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of Section 215.422, F.S.

26.2 The Contractor agrees to submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre audit and post audit thereof. The Contractor shall comply with the particular requirements under the following laws and guidelines that are applicable to the contracts or agreements incorporating this Master Contract by reference: (a) paragraph (16) (b) of Section 216.181, F.S., regarding advances; (b) paragraph 69I-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and, (c) the Invoice Requirements of the Reference Guide for State

Expenditures from the Department of Financial Services at: (https://www.myfloridacfo.com /Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf). The Contractor certifies that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables contracts or agreements incorporating this Master Contract by reference, including paid subcontractor invoices, and will be produced upon request by the Council. The Contractor further certifies that reimbursement requested is only for allowable expenses as defined in the laws and guiding circulars cited in Sections four (4) and five (5) of this Master Contract, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the Contractor's approved service provider application as developed in accordance with and pursuant to Section 306(a) of the Older Americans Act of 1965, as amended.

26.3 The Contractor shall provide units of deliverables, including reports, findings, and drafts as specified in the contracts or agreements and attachments which incorporate this Master Contract by reference, and the service provider application developed by the Contractor (pursuant to Section 306(a) of the Older Americans Act), to be received and accepted by the Contract Manager prior to payment.

27. Return of Funds

The Contractor shall return to the Council any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of any contract or agreement incorporating this Master Contract by reference that were disbursed to the Contractor by the Council. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the Council. In the event that the Council first discovers an overpayment has been made, the Finance Director, on behalf of the Council, will notify the Contractor in writing of such findings. Should repayment not be made forthwith, the Contractor shall be charged at the lawful rate of interest on the outstanding balance pursuant to Section 55.03, F.S., after Council notification or Contractor discovery.

28. Data Integrity and Safeguarding Information

The Contractor shall insure an appropriate level of data security for the information the Contractor is collecting or using in the performance of any contract or agreement incorporating this Master Contract by reference. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software must be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Contractor shall maintain written procedures for computer system backup and recovery. The Contractor shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

29. Computer Use and Social Media Policy

The State of Florida, Department of Elder Affairs has implemented a Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, other-personal-services and volunteers, including all personnel affiliated with third

parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the State of Florida, Department of Elder Affairs' computer resource systems must comply with the State of Florida, Department of Elder Affairs' Social Media Policy, ATTACHMENT V, regarding social media. Social Media includes, but is not limited to blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube.

30. Conflict of Interest

The Contractor shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Contractor or subcontractor shall participate in selection, or in the award of a contract or agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Contractor's Board of Directors and management must disclose to the Council any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of any contract or agreement incorporating this Master Contract by reference. The Contractor's employees must make the same disclosures described above to the Contractor's Board of Directors. Compliance with this provision will be monitored.

31. Public Entity Crime

Pursuant to Section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract or agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

32. Purchasing

32.1 The Contractor may purchase articles which are the subject of or are required to carry out any contract or agreement from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in Subsections 946.515(2) and (4), F.S. For purposes of this Master Contract, the Contractor will be deemed to be substituted for the Council insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

32.2 The Contractor may procure any recycled products or materials, which are the subject of or are required to carry any contract or agreement incorporating this Master Contract by reference, in accordance with the provisions of Section 403.7065, F.S.

32.3 The Contractor may purchase articles that are the subject of, or required to carry out, any contract or agreement from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S. For purposes of any contract or agreement incorporating this Master Contract by reference, the Contractor shall be deemed to be substituted for the Council insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org. This clause is not applicable to subcontractors unless otherwise required by law.

33. Patents, Copyrights, Royalties

If any contract or agreement incorporating this Master Contact by reference is awarded state funding and if any discovery, invention or copyrightable material is developed, produced or for which ownership was purchased in the course of or as a result of work or services performed under any contract or agreement incorporating this Master Contract by reference, the Contractor shall refer the discovery, invention or material to the Council to be referred to the State of Florida, Department of Elder Affairs and/or the Department of State. Any and all patent rights or copyrights accruing under any contract or agreement incorporating this Master Contract by reference are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to Section 287.0571 (5) (k), the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in any contract or agreement incorporating this Master Contract by reference.

33.1 If the primary purpose of any contract or agreement incorporating this Master Contract by reference is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to Paragraph 33.

33.2 If any contract or agreement incorporating this Master Contract by reference is awarded solely federal funding, the terms and conditions are governed by 2 CFR §200.315 or 45 CFR §75.322, as applicable.

33.3 Notwithstanding the foregoing provisions, if the Contractor or one of its subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but the State of Florida, Department of Elder Affairs shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Contractors, subcontractors or assignees of any resulting patented, copyrighted or trademarked work products.

34. Emergency Preparedness and Continuity of Operations

34.1 If the tasks to be performed pursuant to any contract or agreement incorporating this Master Contract by reference include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Contractor shall, within thirty (30) calendar days of the execution of any contract or agreement, submit to the Council verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Council of emergency provisions.

34.2 In the event a situation results in a cession of services by a subcontractor, the Contractor shall retain responsibility for performance under any contract or agreement incorporating this Master Contract by reference and must follow procedures to ensure continuity of operations without interruption.

35. Equipment

35.1 Equipment means: (a) an article of nonexpendable, tangible personal property, including information technology systems, having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or $5,000.00 [for federal funds - 2 CFR §200.33 and 45 CFR §75.2, as applicable], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of $1,000.00 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of $250.00 or more [for state funds].

35.2 Contractors and subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of equipment, any loss damage, or theft must be investigated [45 CFR §75.320(d)(3)]; (d) maintenance procedures to keep the equipment in good condition; and (e) if the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return. The property records must be maintained on file and shall be provided to the Council upon request. The Contractor shall promptly investigate, fully document and fully document and notify the Council's Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the Council's Contract Manager.

35.3 The Contractor's property management standards for equipment (including replacement equipment), whether acquired in whole or in part with federal funds and federally-owned equipment shall, as a minimum, meet the following requirements and to include accurately maintained equipment records with the following information:

(1) Property records must be maintained that include a description of the equipment;
(2) Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
(3) Source of funding for the equipment, including the federal award identification number;
(4) Whether title vests in the Contractor or the federal government;
(5) Acquisition date (or date received, if the equipment was furnished by the federal government) and cost;
(6) Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
(7) Location, use and condition of the equipment and the date the information was reported;
(8) Unit acquisition cost; and
(9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.

35.4 Equipment purchased with federal funds with an acquisition cost over $5,000.00 and equipment purchased with state funds with an acquisition cost over $1,000.00 is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Contractor [for federal funds see 2 CFR §200.313(a) and 45 CFR §75.320(a), as applicable], subject to the conditions of 2 CFR Part 200 and/or 45 CFR Part 75. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this Master Contract or any contract or agreement incorporating this Master Contract by reference, or identified in the sub agreements with subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F. S. and 60A-1.017, F. A. C. and 2 CFR Part 200 and/or 45 CFR Part 75.

35.5 The Contractor shall not dispose of any equipment or materials provided by the Council or the State of Florida, Department of Elder Affairs, or purchased with funds provided through any contract or agreement incorporating this Master Contract by reference without first obtaining the approval of the Council. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the Council. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).

35.6 The Council will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR §200.313 or 45 CFR §75.320, as applicable.

35.7 Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through contracts or agreements covered under any contract or agreement incorporating this Master Contract by reference without the prior approval of the Council. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b United States Code. Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of Section 216.348, F. S.

35.8 Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.

35.9 Contractor must adhere to the State of Florida, Department of Elder Affairs' procedures and standards when purchasing Information Technology Resources (ITR) as part of any contract or agreement incorporating this Master Contract by reference. An ITR worksheet is required for any computer related item costing $1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. Contractor shall secure written approval through the Council's Contract Manager prior to the purchase of any ITR. Contractor shall not be reimbursed for any purchase made prior to the written approval. The completed ITR worksheet shall be maintained in the Contractor's LAN administrator's file and must be provided to the Council upon request. The Contractor has the responsibility to require any subcontractors to comply with the State of Florida, Department of Elder Affairs' ITR procedures.

36. PUR 1000 Form

The PUR 1000 Form is hereby incorporated by reference and available at: http://www.myflorida.com/apps/vbs/adoc/F7740_PUR1000.pdf.

In the event of any conflict between the PUR 1000 Form and any terms or conditions of any contract or agreement the terms or conditions of any contract or agreement shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

37. Use of State Funds to Purchase or Improve Real Property

Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

38. Dispute Resolution

Any dispute concerning performance of any contract or agreement incorporating this Master Contract by reference that cannot be resolved by agreement of both Parties shall be decided by the Council's Executive Director, who shall reduce the decision to writing and serve a copy on the Contractor, provided, however, that a party is not precluded from filing any action in a state court of competent jurisdiction if the decision of the Council's Executive Director is unsatisfactory to such party.

39. Financial Consequences of Non-Performance

If the Contractor fails to meet the minimum level of service or performance identified in any contract or agreement incorporating this Master Contract by reference, or that is customary for the industry, then the Council must apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to contract or agreement suspension, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, and/or cancellation of any contract or agreement and reacquiring services from an alternate source.

39.1 The Contractor will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the Council and/or the State of Florida, Department of Elder Affairs.

40. No Waiver of Sovereign Immunity

Nothing contained in any contract or agreement incorporating this Master Contract by reference is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

41. Venue

If any dispute arises out of any contract or agreement incorporating this Master Contract by reference, the venue of such legal recourse will be Broward County, Florida.

42. Entire Contract

This Master Contract and any contract or agreement incorporating this Master Contract by reference, contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon the Council or the Contractor unless expressly

contained herein or by a written subsequent contract, agreement and/or amendment to this Master Contract signed by both Parties.

43. Force Majeure

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

44. Severability Clause

The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable the other provisions are severable to that void provision and shall remain in full force and effect.

45. Condition Precedent to Contract Appropriations

The Parties agree that the Council's performance and obligation to pay under any contract or agreement incorporating this Master Contract by reference is contingent upon an annual appropriation by the State Legislature. In the event such an appropriation is not made, the Contractor will not be entitled to file a claims bill.

46. Addition/Deletion

The Parties agree that the Council reserves the right to add or to delete any of the services required under any contract or agreement incorporating this Master Contract by reference when deemed to be in Broward County's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

47. Waiver

The delay or failure by the Council to exercise or enforce any of its rights under any contract or agreement incorporating this Master Contract by reference will not constitute or be deemed a waiver of the Council's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

48. Compliance

The Contractor shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current State statutes, laws, rules and regulations. The Parties agree that failure of the Contractor to abide by these laws shall be deemed an event of default of the Contractor, and subject any contract or agreement incorporating this Master Contract by reference, to immediate, unilateral cancellation of the contract or agreement at the discretion of the Council.

49. Final Invoice

The Contractor shall submit the final invoice for payment to the Council as specified in any contract or agreement incorporating this Master Contract by reference. If the Contractor fails to submit final request for payment as specified in any contract or agreement, then all rights to payment may be forfeited and the Council may not honor any requests submitted. Any payment due under the terms of any contract or agreement incorporating this Master Contract by reference may be withheld until all required documentation and reports due from the Contractor and necessary adjustments thereto have been approved by the Council.

50. Renegotiations or Modifications

Modifications of the provisions of any contract, agreement, and this Master Contract shall be valid only when they have been reduced to writing and duly signed by both Parties. The rate of payment and the total dollar amount may be adjusted retroactively for any contract or agreement incorporating this Master Contract by reference to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Council's operating budget.

51. Suspension of Work

The Council may in its sole discretion suspend any or all activities under this Master Contract and any contract or agreement incorporating this Master Contract by reference, at any time, when in the best interests of the Council to do so. The Council shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the Council shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

52. Termination

52.1 Termination for Convenience

Either party, by written notice to the other party, may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference in whole or in part when the party determines in its sole discretion that it is in the party's interest to do so and reasonable notice, no less than thirty (30) calendar days is provided, unless a sooner time is mutually agreed upon in writing. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. Neither party shall be entitled to recover any cancellation charges or lost profits.

52.2 Termination for Cause

The Council may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference if the Contractor fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of this Master Contract and any contract or agreement incorporating this Master Contract by reference, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated.

Further, this Agreement may be terminated by Contractor for cause. For purposes of this Agreement, "cause" shall mean any material breach of this Master Contract, and failure to cure such breach within thirty (30) days following written notice of such breach.

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform any contract or agreement incorporating this Master Contract by reference arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the

subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtained from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Council. The rights and remedies of the Parties in this clause are in addition to any other rights and remedies provided by law or under this Master Contract.

52.3 All electronically stored records shall be provided to the Council in a format that is compatible with the Council's and the State of Florida, Department of Elder Affairs' information technology systems.

53. Electronic Records and Signature

The Council authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Master Contract and any contract or agreement which incorporates this Master Contract by reference. A Contractor that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the *Uniform Electronic Transaction Act*, Section 668.50, F.S. All electronic records must be fully auditable; are subject to *Florida's Public Records Law*, chapter. 119, F.S.; must comply with Section 28, *Data Integrity and Safeguarding Information*; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by any contract or agreement incorporating this Master Contract by reference.

53.1 The Council's authorization pursuant to this section does not authorize electronic transactions between the Contractor and the Council. The Contractor is authorized to conduct electronic transactions with the Council only upon further written consent by the Council.

53.2 Upon request by the Council, the Contractor shall provide the Council with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Council of any document that was originally in electronic form with an electronic signature must indicate the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

54. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

55. Enforcement

The Council may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor's designation as a Contractor, if the Council finds that:

(1) An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating this Master

Contract by reference, or substantially and negatively affected the operation of services covered under any contract or agreement;

(2) The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;

(3) The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;

(4) The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;

(5) The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this Master Contract and any contract or agreement incorporating this Master Contract by reference;

(6) The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; and/or

(7) The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.

55.1 In the alternative, the Council may, at its sole discretion, take immediate measures against the Contractor, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Contractor on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S.

55.2 In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating this Master Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.

55.3 Use of Service Dollars/Wait List Management

The Contractor is expected to spend all federal, state, and other funds provided by the Council, for the purpose specified in each contract or agreement incorporating this Master Contract by reference. The Contractor must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period, for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to another Contractor during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

55.4 The Contractor agrees to distribute funds as detailed in the service provider application and the Budget Summary, included in each contract or agreement incorporating this Master Contract by reference. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require a contract amendment.

55.5 Surplus/Deficit Report

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council's Contract Manager by the 5th of each month. This report is for all contracts or agreements incorporating this Master Contract by reference between the Contractor and the Council. The report will include the following:

(1) A list of all services and their current status regarding surplus or deficit;

(2) The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/– 1%) will be resolved;
(3) Recommendations to transfer funds to resolve surplus/deficit spending;
(4) Input from the Contractor's Board of Directors on resolution of spending issues, if applicable;
(5) Number of clients currently on Assessed Prioritized Consumer List (APCL), that receive a priority ranking score of 4 or 5; and
(6) Number of clients currently on the APCL designated as Imminent Risk.

56. Official Payee and Representatives (Names, Address, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Master Contract, and mailing address of the official payee to whom the payment will be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under Master Contract is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Contract Manager for the Council for this Master Contract is:	Marie Laurent Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice will be provided in writing to the other party and the notification attached to the originals of this Master Contract.		

57. Selection of A Project Director

57.1 In the event the representative of the Contractor, responsible for administration of the Program (Project Director), resigns, is terminated, or for other reasons, no longer is responsible for the Contract, the Contractor will submit, at a minimum, the names and credentials of three finalists being considered for the Project Director's vacancy. The Council will review and either approve or disapprove the candidates' credentials within ten (10) working days of such notification. Final

selection of the Project Director will be made by the administering agency of the Contractor from the approved listing.

57.2 The qualifications of the person, selected to be a new Project Director, must receive approval by the Council prior to appointment. The following steps constitute the required process:

(1) The Contractor will notify the Council of its recruitment methods. This notification must permit reasonable opportunity for the Council to comment and offer technical assistance on the recruitment plan. The plan must contain:
   a. appropriate and reasonable effort to recruit applicants on a non-discriminatory basis.
   b. information on where, when, how, and how long the vacancy will be advertised.
   c. the methodology for accepting applications.
   d. the methodology for screening applications/applicants.
   e. the criteria which will be applied to determine three-to-five persons qualified for the position.
   f. the education, training, and or experience deemed essential for the position as determined by the Contractor.

(2) The Contractor will provide the Council with the application or resume' of persons deemed best qualified.

(3) Council will, within ten (10) working days, review the application/resume of the candidates and offer comments on their qualifications.

(4) After review and comment by Council, the Contractor is authorized to hire any of the individuals which have been deemed by the Council to meet the qualifications for the Project Director's position.

57.3 If Council determines that none of the proposed candidates meet the qualifications for Project Director, the Contractor must repeat the recruitment cycle.

57.4 The Contractor will repeat the recruitment cycle if the qualifications are judged by the Council to be insufficient.

57.5 At any time there is a vacancy for a Project Director, the Contractor must immediately appoint an "Acting" Project Director, and notify the Council upon appointment. No person may serve as an "Acting" Director for more than 120 calendar days without prior written approval of the Council.

58. All Terms and Conditions Included

This Master Contract and its attachments, I - VIII and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Master Contract will supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Master Contract, the Parties agree that they have read and agreed to the entire contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the Parties hereto have caused this 54- page Contract to be executed by their undersigned officials as duly authorized.

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

BOARD PRESIDENT OR AUTHORIZED DESIGNEE

SIGNED BY

BILL GANZ
NAME

MAYOR
TITLE

12/3/19
DATE

Areawide Council on Aging of
Broward County, Inc.

SIGNED BY

PAULINE GRANT
NAME

PRESIDENT
TITLE

12/.3/19
DATE

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

ATTACHMENT I

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council and the State of Florida, Department of Elder Affairs, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the Council and/or the State of Florida, Department of Elder Affairs staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Master Contract, and any contract or agreement incorporating this Master Contract by reference, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Council to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council, the State of Florida Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends $750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Funding Summary indicates federal resources awarded through the Council. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Contractor expends less than $750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than $750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of thirty (30) days after receipt of the audit report or nine (9) months after the end of the Contractor's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of $750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Funding Summary indicates state financial assistance awarded through the Council. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than $750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than $750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I- 5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than nine (9) months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of any contract incorporating this Master Contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR §200.512 by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Additionally, copies of financial reporting packages required by this Master Contract's Financial Compliance Audit Attachment, Part II shall be submitted by or on behalf of the Contractor directly to each of the following:

The Council at the following address:
Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351

The Auditor General's Office at the following address:
State of Florida Auditor General Claude Pepper Building, Room 574
111 West Madison Street, Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this Master Contract and any contract incorporating this Master Contract by reference shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Master Contract and any contract incorporating this Master Contract by reference for a period of six (6) years from the date the audit report is issued, and shall allow the Council and/or the State of Florida, Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO) or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Council and/or the State of Florida, Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO), or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

END OF ATTACHMENT

ATTACHMENT I
EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION
Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Contractor has been determined to be:
_____Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.
__X_ Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.
_____Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS
FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub- recipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:
2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes* 2 CFR §200.201 – Administrative Requirements**
2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:
2 CFR §200.400 - §200.411 – Cost Principles*
2 CFR §200.100 – Administrative Requirements
2 CFR §200 Subpart F – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:
2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*
2 CFR §200.100 – Administrative Requirements
2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).
**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

Sections 215.97 & 215.971, F.S.
Chapter 69I-5, F.A.C.
State Projects Compliance Supplement Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

END OF EXHIBIT

ATTACHMENT II

CERTIFICATIONS AND ASSURANCES

Council will not award this Master Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of any contract or agreement incorporating this Master Contract by reference, Contractor provides the following certifications and assurances:

A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)
B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
D. Certification Regarding Public Entity Crimes, Section 287.133, F.S.
E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.
G. Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements
H. Verification of Employment Status Certification
I. Records and Documentation
J. Certification Regarding Inspection of Public Records

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

2. Have not within a three-year period preceding this Master Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Master Contract and any contract incorporating this Master Contract by reference was made or entered into. Submission of this certification is a prerequisite for making or entering into this Master Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially

assisted program or activity. Contractor understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.
The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.
Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in Section 287.133, F.S., nor placed on the convicted vendor list.
Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).
As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.
In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not participating in a boycott of Israel.
If any contract or agreement incorporating this Master Contract by reference is in the amount of $1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.
Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Master Contract and any contract or agreement incorporating this Master Contract by reference and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.
If Contractor is unable to certify any of the statements in this certification, Contractor shall attach an explanation to this Master Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR GREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS
1. The Contractor and any subcontractors of services under this Master Contract or any contracts or agreements incorporating this Master Contract by reference have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of

outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Contractor, subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If any contract or agreement incorporating this Master Contract by reference includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any subcontractors of services under any contract or agreement incorporating this Master Contract by reference warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Master Contract or any contract or agreement incorporating this Master Contract by reference, and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to any contract or agreement incorporating this Master Contract by reference utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire contract term. The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract and any contract or agreement incorporating this Master Contract by reference imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or any party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 8.1 and 8.2 of this Master Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council and any attorneys' fees assessed or awarded

against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Master Contract or any contract or agreement incorporating this Master Contract by reference, or services performed thereunder. a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.

2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (State of Florida, Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization **does**___ **does not** X provide for institutional memberships, as referenced in Section J.2. of this Attachment.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available for inspection as stated above.

By execution of this agreement, Contractor must include these provisions (A-J) by reference in all related subcontract agreements (if applicable) and Contractor certifies the representations outlined in parts A through J above, are true and correct.

Signature of Authorized Representative

12/3/19
Date

Director of Active Aging
Title

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

227 NW 2nd Street, Deerfield Beach, FL 33441
Address

ATTACHMENT III

ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1.Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2.Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3.Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4.Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5.Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6.Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7.Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8.Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9.Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), regarding labor standards for federally assisted construction sub agreements.

10.Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000.00 or more.

11.Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12.Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13.Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

14.Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15.Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16.Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.

17.Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

18.Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Representative

12/3/19
Date

Director of Active Aging
Title

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

227 NW 2nd Street, Deerfield Beach, FL 33441
Address

ATTACHMENT IV

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	County: Broward	PSA10
227 NW 2nd Street	Completed By:	
Deerfield Beach, FL 33441	Date	Phone: 954-480-4449

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with Council? If NA or NO, explain. NA ☐ YES ☐ NO ☐

7. Compare the staff composition to the population. Is staff representative of the population? If NA or NO, explain. NA ☐ YES ☐ NO ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population? If NA or NO, explain. NA ☐ YES ☐ NO ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If NA or NO, explain. NA ☐ YES ☐ NO ☐

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If NA or NO, explain. NA ☐ YES ☐ NO ☐

11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If NA or NO, explain. NA ☐ YES ☐ NO ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA ☐ YES ☐ NO ☐

13. Are employees, applicants and participants informed of their protection against discrimination? If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain. NA ☐ YES ☐ NO ☐

14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. NA ☐ NUMBER _____

15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If NA or NO, explain. NA ☐ YES ☐ NO ☐

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain. YES ☐ NO ☐

17. Is there and established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain. YES ☐ NO ☐

18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES ☐ NO ☐

19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain. YES ☐ NO ☐

20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain. YES ☐ NO ☐

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF $50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES ☐ NO ☐

DOEA USE ONLY		
Reviewed By		In Compliance: YES NO*
Program Office		*Notice of Corrective Action Sent ___/___/___
Date	Telephone	Response Due ___/___/___
On-Site Desk Review		Response Received ___/___/___

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.

2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)

3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.

4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.

5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.

6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOEA recipients and their sub-grantees, 45 CFR 80.4 (a).

7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?

8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).

9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).

10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).

11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).

12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the Florida State of Florida, Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility,45 CFR 80.6 (d).

14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.

15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.

16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
    a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
    b. Modify policies and practices that do not meet Section 504 requirements.
    c. Take remedial steps to eliminate any discrimination that has been identified.
    d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.

17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).

18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).

19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).

20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d).

21. Programs/facilities with 50 or more employees and $50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

Social Media Policy

1.0 Purpose

The purpose of this policy is to establish guidelines for the use of social media. This policy must be followed in conjunction with the Department's Computer Use Policy #420.10, Chapter 60L-36, Conduct of Employees, Florida Administrative Code, and any other personnel policies regarding employee conduct.

2.0 Scope

This policy applies to employees, contracted employees, consultants, OPS, and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the Department's computer resource systems must comply with this policy. This policy applies to use of personal social media accounts accessed from both personal and DOEA owned or leased computers and other wireless communication devices such as cell phones and personal digital assistants.

3.0 Policy

Social media is a term commonly used to describe websites and online tools which allow users to interact with each other by sharing information, opinions, knowledge and interests. Social media includes, but are not limited to, blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, SMS (texting), social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube.

The Department recognizes that social media are powerful communications tools that can be used to enhance services, promote collaboration, provide information and for personal enrichment. The Department respects the rights of employees to use these tools as a medium of self-expression. The Department also recognizes that permitting the use of such tools is not without risk, and has developed the following guidelines that employees must observe when using social media.

Please be aware that the Department's official electronic business is primarily conducted via the Department's email system therefore; if employees, contracted employees, consultants, OPS, and volunteers use social media to conduct official Department business then they must provide notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's or entity's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

4.0 Guidelines for Employees

4.1 Respect Department time and property: Use of Department computers and other wireless communication devices are designed and intended to assist the employee in the accomplishment of the employee's job assignments. Social networking must not interfere with the employee's timely performance of work obligations. Reasonable use of social media for personal use is permitted during breaks and lunch. Excessive use of social media during work hours is prohibited and may be grounds for disciplinary action as provided in Chapter 60L-36, Florida Administrative Code.

4.2 Confidential Information: Employees are prohibited from posting any confidential, proprietary, copyrighted, protected health information (PHI) or otherwise legally protected information or materials on their social networking accounts.

4.3 Respectful Communications: State Employees must remember to conduct themselves, on and off the job, in a manner that will not bring discredit or embarrassment to the state, its employees or agents. This includes online activity. See Rule 60L-36.005, Florida Administrative Code. Be respectful when using social media especially in communications and blogs related to or referencing the Department, an affiliate, or partner. Information exchanged on social networking sites can be accessed by vendors, suppliers, and business partners and can be kept on-line, in theory, forever.

a. Employees are prohibited from using social networking accounts to harass, bully, threaten, libel, malign, defame, disparage, or discriminate against co-workers, managers, vendors, or anyone else. Behaviors that constitute harassment and bullying include, but are not limited to, comments that are derogatory with respect to race, religion, gender, sexual orientation, color, age, or disability; sexually explicit or suggestive, humiliating, or demeaning comments; threats to stalk, haze, or physically injure another employee.

b. Supervisors, managers and administrators are cautioned to remember that if they "friend" subordinates, or subordinates of other supervisors, managers, and administrators they need to maintain the same appropriate professional relationship online as in the office.

c. Employees are prohibited from writing about, posting pictures of, or otherwise referring to any other employees without their permission.

d. Employees should refrain from using profane and vulgar language and avoid discussions of conduct that is prohibited by Department policies, such as alcohol or drug use on state property or during work hours.

4.4 Use Personal Email Addresses Only On Social Networking Sites: Department email addresses should be used only for work-related communications. The "elderaffairs.org" address attached to your name implies that you are acting on the Department's behalf and all actions are public and subject to public records laws.

4.5 Remember You Are Responsible For What You Post: You are responsible for any of your online activity conducted either on your own computer or with a Department email address, and/or which can be traced back to the Department's domain, and/or which uses Department assets, networks, and resources.

4.6 Disclaimers on Personal Sites: If you identify yourself as an employee of the Department, please remember to identify your views and opinions as your own. You must note that the views expressed are your own and do not necessarily reflect the views of the Department.

4.7 Monitoring: In conjunction with the Department's Computer Use Policy, the Department reserves the right, at its discretion, to review any employee's electronic files and messages and usage to the extent necessary to ensure that electronic media and services are being used in compliance with the law and with this and other Department policies.

a. Employees must understand that anything they post online from any computer is public and employees should not assume that they have a right to privacy with regards to

electronic communications that are sent, received, created, accessed, obtained, viewed, or stored on the Department's systems.

b. As a matter of policy, however, the Department will not systematically monitor an employee's use of social media unless it is necessary for non-investigatory, work-related purposes, or for investigations of allegations of work-related misconduct.

5.0 Modifications: The Department reserves the right to modify, discontinue or replace the policy or any terms of the policy. The Department will endeavor to give notice of all changes to its Social Media Policy.

6.0 Enforcement: Any employee found to have violated this policy may be subject to disciplinary action, up to and including dismissal, as provided by Rule 60L-36.005, Florida Administrative Code.

7.0 Guidelines for Affiliates Hosting Social Network Sites: This policy applies to any organization or entity affiliated with the Department of Elder Affairs that chooses to maintain a social networking service using the Department's computer resource systems. Please remember that the Department's official electronic business is primarily conducted via the Department's email system and not through social media.

7.1 Development and Maintenance: Organizations or entities affiliated with the Department must use good judgment and professionalism when creating and maintaining a social networking page. Be cognizant that what is posted by the organization reflects on the Department.

7.2 Post Accurate Information: The organization or entity must post accurate information and promptly correct any misinformation posted.

7.3 Removal of Inappropriate Content: The organization must be responsible for screening and removing content that is offensive, rude, discriminatory, vulgar, libelous, or in any other respect violates this Department policy or its contracts.

7.4 Public Records: All content on the organization's or entity's page, including information about the organization's friends list, is subject to disclosure under Florida's Public Record Act. Therefore, the organization or entity must post a notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

7.5 Retention of Records: The organization or entity is required to have the capacity to electronically archive or store all communications sent or received on social networking sites that involve Department business. Entities must follow the public records retention schedule as set forth in the State of Florida General Records Schedule for State and Local Government Agencies. The Department's Information Technology department is available to assist if needed.

7.6 Communications: Any communications on any social networking site regarding Department business is subject to Florida's Government in the Sunshine Law. For example, members of a council, board or commission may not engage on any social networking site in a discussion of matters that foreseeably will come before the council, board or committee for official action.

ATTACHMENT VI

Provider's State Contracts List

REPORT PERIOD: From _____
To _____

PROVIDER INFORMATION:

Name: _____ Phone #: _____

Address: _____ Email: _____

FEID: _____ Contact: _____

	Contract #	Contract/Program Name	State Agency/Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
6									$ -
7									$ -
8									$ -
9									$ -
10									$ -
11									$ -
12									$ -
13									$ -
14									$ -
15									$ -
16									$ -
17									$ -
18									$ -
19									$ -
20									$ -
								Total	

SIGNATURE: _____ DATE: _____

TITLE: _____

ATTACHMENT VII

DEPARTMENT OF ELDER AFFAIRS STATE OF FLORIDA

BACKGROUND SCREENING

Affidavit of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Serving Health Insurance Needs of Elders Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. *See* §§ 435.02, 430.0402, Fla. Stat.

- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____, _____, _____, _____,
Street Address *City* *State* *ZIP code*

I, _____ do hereby affirm under penalty of perjury
Name of Representative

that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

_____ _____
Signature of Representative Date

STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____ (Name of Representative) who is personally known to me or produced _____ as proof of identification.

_____ _____
Print, Type, or Stamp Commissioned Name of Notary Public Notary Public

DOEA Form 235, Affidavit of Compliance - Employer, Effective April 2012 Section 435.05(3), F.S.
Form available at: http://elderaffairs.state.fl.us/english/backgroundscreening.php

ATTACHMENT VIII

CONTRACTOR INFORMATION

CONTRACT # _____ **CONTRACT PERIOD:** _____

I. **PLANNING & SERVICE AREA:** 10

II. **COUNTIES TO BE SERVED:** BROWARD

III. **GENERAL ADMINISTRATIVE INFORMATION**

a. **Contractor:**

Contractor Address:

Telephone:

Fax:

Website:

b. **Executive Director or Chief Administrator:**

Telephone:

Email Address:

c. **President or Head of Governing Body:**

Address:

Telephone:

Fax:

Email Address:

d. **Program Contacts:**

Name:

Title:

Telephone:

Email Address:

Name:

Title:

Telephone:

Email Address:

e. **Fiscal Contacts:**

Name:

Title:

Telephone:

Email Address:

Name:

Title:

Telephone:

Email Address:

f. **Person(s) authorized to sign reports and/or contracts:**

g. **Agency's FEID Number:** **Agency's DUNS #**

h. **AUDIT DUE DATE:** Audit(s) are due by the end of the Ninth month following the end of the agency's fisca

Contractor Fiscal Year: thru

ATTACHMENT VIII

Business Associate Agreement

This Agreement, made as by and between **Areawide Council on Aging of Broward County** ("Covered Entity"), a Florida corporation, and City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging ("Business Associate").

WHEREAS, the Areawide Council on Aging of Broward County is a Covered Entity as defined in the Privacy Rule adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy Rules).

WHEREAS, the Business Associate has been retained by the Covered Entity to perform a function, activity, or service on behalf of Covered Entity that requires the Business Associate have access to Protected Health Information (PHI).

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the Privacy Rule, the Security Rule Health Information Technology for Economic and Clinical Health Act (HITECH), the Final Rules and any rules or guidance issued by the Secretary from time to time with respect to such security, privacy, use and disclosure requirements.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

Section 1. Definitions.

(a) Breach shall mean the acquisition, access, use or disclosure of protected health information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the protected health information. For purposes of this definition, "compromises the security or privacy of the protected health information" means poses a significant risk of financial, reputational, or other harm to the individual.

(a) HITECH shall mean Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), called the Health Information Technology for Economic and Clinical Health (HITECH) Act, codifies and expands on many of the requirements promulgated by the Department of Health & Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to protect the privacy and security of protected health information (PHI).

(b) Individual means the person who is the subject of protected health information 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(c) Privacy Officer shall mean Ramona Woods, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10213; email: woodsr@adrcbroward.org.

(d) Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

(e) Protected Health Information or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) Required by Law shall have the same meaning as the term "required by law" in 45 CFR 164.103.

(g) Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.
(h) Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI relating to the Covered Entity.

(i) Security Officer shall mean Chris Delez, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10214; email: delezc@adrcbroward.org.

(j) Security Rule shall mean the Health Insurance Reform: Security Standards at 45 CFR Parts 160, 162 and 164.

(k) Underlying Agreement shall mean the services agreement executed by the Covered Entity and Business Associate, if any.

(l) Unsecured PHI means PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under Section 13402 of Public Law 111-5 on the HHS website (45 CFR 164.402).

Section 2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(a) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than provided for by this Agreement.

(b) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this Agreement.

(c) Business Associate agrees to comply with the Security Rules, as required by HITECH, in a manner consistent with the Rule and regulations that may be adopted by relevant federal agencies, to keep all electronic PHI in a secure manner, as required under federal law.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any Security Incident of which it becomes aware. See "Reporting" contained in this Agreement.

(e) Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

(f) Business Associate agrees to make available, in the time and manner designated by Covered Entity, PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, as necessary to satisfy Covered Entity's requirements under 45 CFR 164.524.

(g) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. 164.522, except where such use, disclosure or request is required or permitted under applicable law.

(h) Business Associate agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. 502(b)(1) that such request, use or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. 164.514(e)(2) to accomplish the intended purpose of such request, use or disclosure as interpreted under related guidance issued by the Secretary from time to time.

(i) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity or take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.

(j) Business Associate agrees to make internal practices, books, and records including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

(k) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

(l) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

(m) Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that it is required to comply with the confidentiality, disclosure, breach notification, compliance, and re-disclosure requirements of HITECH, Privacy Rule and the Security Rule to the extent such requirements may be applicable.

(n) Business Associate acknowledges that if it becomes aware of a "pattern of activity or practice" by Covered Entity, or any other Business Associate, that breaches a Business Associate Agreement, but fails to cure that breach, Business Associate shall immediately terminate the relevant agreement, or report the non-compliance to the United States Department of Health and Human Services' Office of Civil Rights.

(o) Business Associate acknowledges that it is subject to compliance audits by the United States Department of Health and Human Services' Office of Civil Rights.

(p) Business Associate shall comply with any and all regulatory requirements which may arise in the future to comply fully with the Privacy Rules, the Security Rule, ARRA, and HITECH, including, but not limited to, restrictions on disclosures to health plans, clarified minimum necessary standards, expanded accounting requirements applicable to electronic health records, revised prohibitions on sales of PHI, and updated marketing and fundraising restrictions. Business Associate shall require that any agent, including a subcontractor, shall also comply with the requirements set forth herein.

(q) Business Associate acknowledges that, pursuant to HITECH, Business Associate, its employees and contractors, and any third party (and their employees, contractors, and further third parties) who may have access to or possession of the Covered Entity's PHI, are subject to regulatory oversight of the various federal and/or state agencies as a Business Associate, and may be subject to both civil and criminal penalties which may arise from violations of this Agreement, the Privacy Rules, the Security Rule, HITECH, and any rules or guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

(r) Business Associate agrees to provide the Covered Entity with notice of a Breach of Unsecured PHI pursuant to the requirements of 45 CFR 164.402. See "Reporting" contained in this Agreement.

(s) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 154, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

(t) Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

Section 3. Permitted Uses and Disclosures by Business Associate

(a) Except as otherwise limited in this Agreement, Business Associate may use and/or disclose PHI only in a manner that is necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.

(b) Business Associate may use or disclose PHI as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.

(d) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(e) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by

law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose(s) for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Section 4. Reporting

As described below, Business Associate shall report to the Covered Entity in writing (a) any use or disclosure of PHI not permitted under 45 CFR section 164, Subpart E, this Agreement, or by law, (b) any Security Incident of which it becomes aware and (c) any Breach of Unsecured PHI in accordance with HITECH, including 42 U.S.C.A. section 17932.

(a) Reporting Security Incidents or Improper Uses or Disclosures. Business Associate shall make the report to the Covered Entity's Privacy Officer (or to the Security Officer in the event of a Security Incident) within 3 business days after Business Associate learns of such unauthorized use or disclosure or Security Incident. Business Associate's report shall: (1) identify the nature of the unauthorized use or disclosure or Security Incident including the date of the Security Incident or unauthorized use or disclosure and date of discovery; (2) identify the PHI affected; (3) identify who made or caused the unauthorized use and/or received the unauthorized disclosure and/or participated in the Security Incident, if known; (4) identify what Business Associate has done or shall do to mitigate any deleterious effect of the Breach, unauthorized use or disclosure or Security Incident; (5) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure or Security Incident; and (6) provide such other information, including a written report, as reasonably requested by the Privacy Officer or Security Officer. Any Security incident or unauthorized use or disclosure of PHI that is a Breach of Unsecured PHI shall be reported as required under subsection (b) below.

(a) Notification of a Breach. Pursuant to HITECH, including 42 U.S.C.A. section 17932, and regulations under 45 CFR Parts 160 and 164, as amended, Business Associate shall provide written notice to the Covered Entity's Privacy Officer of any Breach of Unsecured PHI within 3 business days after Business Associate discovers the Breach. Business Associate shall conduct the risk assessment to determine whether a Breach occurred. Business Associate's report to the Covered Entity shall identify or describe: (1) the affected Individual(s) whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed; (2) the incident, including the date of the Breach and the date of the discovery of the Breach, if known; (3) who made or caused the Breach/unauthorized use and/or received the unauthorized disclosure; (4) the types of Unsecured PHI involved in the Breach; (5) any specific steps the Individual(s) should take to protect him or herself from potential harm related to the Breach; (6) what the Business Associate is doing to investigate the Breach, to mitigate losses and to protect against further Breaches; (7) contact procedures for how the Individual(s) can obtain further information from Business Associate; and (8) such other information, including the risk assessment analysis prepared by Business Associate, as reasonably requested by the Covered Entity's Privacy Officer.

Section 5. Obligations of Covered Entity

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

(a) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures under this Agreement.

(b) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this Agreement.

(c) With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been accessed, acquired, used or disclosed as a result of such breach, except when law enforcement requires a delay pursuant to 45 CFR 164.412:

1. Without unreasonable delay and in no case later than 60 days after discovery of a breach.
1. By notice in plain language including and to the extent possible: a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; a description of the types of Unsecured PHI that were involved in the breach; any steps Individual(s) should take to protect themselves from potential harm resulting from the breach; a brief description of what the Covered Entity involved is doing to investigate the Breach, mitigate the harm to Individual(s), and to protect against any further Breaches; and, contact procedures for Individual(s) to ask questions or learn additional information which shall include a toll-free telephone number, an e-mail address, web site or postal address.
2. Use a method of notification that meets the requirements of 45 CFR 164.404(d).
3. Provide notice to the media when required under 45 CFR 164.405 and to the Secretary pursuant to 45 CFR 164.408.

Section 6. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy & Security Rule if done by Covered Entity.

Section 7. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the date the Covered Entity signs this Agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either (1) provide an opportunity for Business Associate to cure the breach and then terminate the Underlying Agreement if Business Associate does not cure the breach within time period specified by the Covered Entity or (2) terminate the Underlying Agreement immediately. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination. (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement or the Underlying Agreement for any reason, Business Associate shall return or destroy all

PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate and subcontractors shall retain no copies of the PHI. (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties, that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Section 8. Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the Privacy & Security Rule means the section as is currently effect or as may be amended from time to time, and for which compliance is required.

(a) Indemnification. Business Associate shall release, defend, indemnify and hold Covered Entity harmless from and against any claims, fees, losses, and costs, including, without limitation, reasonable attorneys' fees and costs, that Covered Entity may sustain as a result of, or arising out of (i) a breach of this Agreement by Business Associate or its agents or Subcontractors, including, but not limited to, any unauthorized use, disclosure or breach of PHI, (b) Business Associate or its subcontractor's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitation, failure to perform Business Associate's obligations under this Agreement, the Privacy Rule or the Security Rule or any other applicable law or rule.

(b) Remedies. The parties acknowledge that breach of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if Covered Entity has actual notice of an intended breach, Covered Entity shall be entitled to a remedy of specific performance and/or injunction refraining Business Associate from violating or further violating this Agreement. The parties agree the election of the Covered Entity to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right the Covered Entity may have to recover damages.

(c) Amendment. The parties agree to take such action as is necessary to amend this Agreement and the Underlying Agreement if necessary from time to time as is necessary to comply with the requirements of the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, ARRA the HITECH Act, the HIPAA rules and any other applicable laws. Regardless of written amendment to this Agreement or the Underlying Agreement, the parties agree to comply with all applicable laws

(d) Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement and/or Underlying Agreements, as shall the rights of access and inspection of Business Associate by Covered Entity.

(e) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules, HIPAA, ARRA, the HITECH Act, the HIPAA Rules and any other applicable law.

(f) Governing Law; Conflict. This agreement shall be enforced and construed in accordance with the laws of the State of Florida. Jurisdiction of any litigation with respect to this Agreement shall be in Florida, with venue in a court of competent jurisdiction located in Pinellas County. In the event of a conflict between the terms of this Agreement and the terms of any of the Underlying Agreements, the terms of this Agreement shall control.

(g) Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.

(h) Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.

(i) Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.

Areawide Council on Aging of Broward County (Covered Entity):

Pauline Grant — 12/31/19

Signature of Authorized Representative — Date

PAULINE GRANT

Printed Name

PRESIDENT

Title

Contractor (Business Associate):

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

227 NW 2nd Street, Deerfield Beach, FL 33441 — 954-480-4449

Address — Phone

12/3/19

Signature of Authorized Representative — Date

Donna DeFronzo

Printed Name

Director of Active Aging

Title

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-667

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

Agenda Date: 11/10/2020

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 Second 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; authorizing execution of the Second Amendment; and providing an effective date. *(Funds from Account #101-331-1210-69-91 - EHEAP Revenue)*

Recommended Action
Commission to vote on Resolution

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

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

Background/History
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"). The EHEAP assists eligible seniors 60 years old and older in paying their FPL final notice or disconnect notice. The Contract was for $38,850.94 through September 30, 2020. Due to COVID-19, the Contract was amended to extend the Contract term through March 31, 2020.

Current Activity
The Emergency Home Energy Assistance Program, JP119-06-2020 Amendment 002 will increase the amount of the agreement by $17,976.79, for a total of $56,827.73, increase the maximum financial assistance per eligible senior 60 years old and older up to an amount not to exceed $3,500.00, and amend certain EHEAP criteria.

Recommendation
Approval.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SECOND 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; AUTHORIZING EXECUTION OF THE SECOND 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 Program 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 Contract was amended to extend the termination date until March 31, 2021; and

WHEREAS, the City and Council desire to amend the Contract to provide for an additional $17,976.79 of funding, increase the amount of financial assistance to be provided to eligible seniors up to an amount not to exceed $3,500, and amend certain EHEAP criteria (the "Second Amendment"); and

WHEREAS, City Staff recommends the City Commission approve and authorize execution of the Second Amendment with the Council, attached as Exhibit "A."

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

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

Section 2. The City Commission hereby approves the Second Amendment to the Contract with the Council, attached as Exhibit "A."

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

Section 4. The 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 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	**Areawide Council on Aging of Broward County, Inc.**
BOARD PRESIDENT OR AUTHORIZED DESIGNEE	
SIGNATURE	SIGNATURE
David Santucci	~~PAULINE GRANT~~ Navshira Pandya, M.D.
NAME:	NAME:
City Manager	2nd Vice PRESIDENT
TITLE:	TITLE:
10/4/19	10-11-19
DATE:	DATE:

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

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 only 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

Provider: PROVIDER

CONTRACT #:
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

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 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 increase the Contract amount by **$17,976.79**, increase the level of service accordingly, and change the total amount of the original Contract from **$38,850.94** to **$56,827.73**. This amendment also serves to amend sections and attachments, and introduce new attachments.

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

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 **$56,827.73** 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.

2) Section 1.1.1 of ATTACHMENT I is hereby amended to read as follows:

1.1.1 PROGRAM SPECIFIC TERMS

(1) **Eighteen (18) hours** – The timeframe within which all applications for life-threatening crisis assistance shall be acted upon, with an eligible action to mediate the crisis being taken and documented in the client file within eighteen (18) hours of the application date stamp.

(2) **Forty-eight (48) hour rule** – The timeframe within which all applications for standard crisis assistance shall be acted upon, with an eligible action to mediate the crisis being taken and documented in the client file within forty-eight (48) hours of the application date stamp.

(3) **Caseworker** – Person who has the responsibility of determining program eligibility by completing the Emergency Home Energy Assistance for the Elderly Program Eligibility Worksheet (ATTACHMENT XI) and awarding crisis benefits.

(4) **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.

(5) **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.

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

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

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

(9) **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 DOEA's Client Information and Registration Tracking System (CIRTS). This date shall not be changed.

a. The amount of time elapsed between the Date Stamp and the Date of Resolution shall determine whether or not the eighteen or forty-eight (18/48) hour rule was met.
b. Vendors must be paid within forty-five (45) days of the date of resolution.

(10) **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 18/48-hour rule for crisis resolution begins when the application is date stamped.
(11) **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.
(12) **Elder** – An individual aged 60 or older.
(13) **Eligible Action** – An action taken by the caseworker to mediate an elder's energy crisis. Eligible actions include:
a. Approval of an elder's application;
b. Denial of an elder's application pending further information;
c. Denial of an elder's application because the elder is deemed ineligible;
d. Contact with a utility vendor to halt utility disconnection or interruption in services; or
e. Written referral to and providing the elder with assistance contacting another agency if EHEAP funding is not available or the elder is ineligible.
(14) **Energy Subsidy** - Utility costs paid directly or indirectly to the elder who lives in government –subsidized housing.
(15) **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.
(16) **Household Member** – Persons in a household who share a common kitchen or bath and purchase residential energy in common.
(17) **Intake Worker** – Person who accepts the EHEAP application and required documentation and may have the responsibility to determine eligibility or award crisis benefits.
(18) **Minimum Level of Service** – Service to a minimum of one household per month.
(19) **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.
(20) **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.
(21) **Reasonable Promptness** - Within 15 working days of receiving the client's completed application.
(22) **Request for Payment** – Submission of actual monthly expenditures for reimbursement.
(23) **Service Unit** – One individual (elder) served.
(24) **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.
(25) **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.

(26) **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.

3) Section 1.3 of ATTACHMENT I is hereby amended to read as follows:

1.3. GENERAL DESCRIPTION

1.3.1 General Statement

The Emergency Home Energy Assistance for the Elderly Program (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. The primary purpose of the EHEAP program is to prevent, prepare for, and respond to coronavirus; including assisting low-income households with at least one member aged sixty (60) or older experiencing a heating or cooling emergency.

1.3.2 Authority

The relevant federal and state authorities governing EHEAP are:

(1) Low Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Reconciliation Act of 1981, P.L. 97-35), as amended;
(2) LIHEAP State Plan;
(3) 42 United States Code (USC) Section 8621 et seq.;
(4) 45 Code of Federal Regulations (CFR) part 96, Subpart H(Subsection 96.80-96.89);
(5) Section 409.508, Florida Statutes (FS) and Rule 73C-26.021(3), Florida Administrative Code (F.A.C.);
(6) Chapter 73C-26, Florida Administrative Code (FAC); and
(7) State of Florida LIHEAP Policies and Procedures Manual.

1.3.3 Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of EHEAP. Eligible households may receive multiple crisis assistance benefit(s) that combined not to exceed $3,500.00 during the term of this agreement. Eligible elders may receive crisis assistance benefits during the period from October 1, 2019 to March 31, 2021.

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

EHEAP is designed to provide crisis assistance to eligible low-income households with at least one individual aged sixty (60) or older experiencing a heating or cooling emergency. The summer and winter crisis seasons are waived until the funding is fully expended.

(1) Standard Crisis

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

a. The elder has been notified that the energy source for cooling or heating will soon be cut off;
b. The elder has received a notice indicating the energy source is delinquent or past due; and/or
c. The elder has a bill or notice for which the due date has lapsed.

(2) Life-Threatening Crisis

A life-threatening home cooling or heating crisis exists if one of the following conditions is present:

a. The elder's home cooling or heating energy source has been cut off;
b. 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
c. 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) The benefit amount for pre-paid account shall be for one month's energy usage and may include other allowable costs.

(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 $3,500.00.

(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 $3,500.00.

(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 $3,500.00.

(5) Repair or replacement of heating/cooling unit is allowable within the maximum limit of $3,500.00, 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 $3,500.00.

(7) Late fees, disconnect, and reconnect fees are allowable, not to exceed the maximum limit of $3,500.00.
(8) Charges from a previous account held by the client that is now closed are allowable, not to exceed the maximum limit of $3,500.00.
(9) Payment to landlord when utility costs are included in the client's rent is allowable, not to exceed the maximum limit of $3,500.00.
(10) Temporary emergency shelter is allowable, if due to energy related crisis, not to exceed the maximum limit of $3,500.00.
(11) Taxes and fees associated with the client's utility bill towards the energy portion. In some cases, where the utility vendor combines all the other fees and taxes, which also includes non-home energy services, such taxes and fees can be paid with EHEAP funding. Example: In a case where taxes for other services are commingled with taxes for home energy services, proceed with paying the taxes portion of the bill;
(12) Other allowable payments are those related to the start-up of services, including reasonable connection or reconnection fees, delivery fees, deposits, and other fees related to the start-up of service.

4) Section 1.4.2 of ATTACHMENT I is hereby amended to read as follows:

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) Be experiencing a verifiable home heating or cooling crisis; and
(9) Legally reside in the State of Florida.

5) Sections 1.4.3 and 1.4.4 are hereby removed from the contract.

6) Section 1.4.8 of ATTACHMENT I is hereby amended to read as follows:

1.4.8 Elders may apply for and receive multiple crisis assistance benefit(s), that combined do not exceed $3,500.00.

7) Section 2.1.5.1 of ATTACHMENT I is hereby amended to read as follows:

2.1.5.1 Determine the correct amount of each crisis benefit based on the minimum necessary amount needed to resolve the crisis, but not more than the item limits or total limit set by the DOEA. The maximum crisis assistance cap for this contract is $3,500.00 per household.

8) Section 2.1.5.9 of ATTACHMENT I is hereby introduced:

2.1.5.9 Notwithstanding that tasks for which the Contractor is held accountable involve coordination with other entities in performing this contract, the failure of other entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this contract.

9) Section 2.1.6.2 of ATTACHMENT I is hereby amended to read as follows:

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 JM018-06-2020, 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.

Contractor shall include in the subcontract that the subcontractor is bound by the terms of this contract, is bound by all applicable state and federal laws and regulations, and shall hold the DOEA and Council harmless against all claims of any nature arising out of the subcontractor's performance of work under this contract to the extent allowed and required by law.

10) Section 2.2.2 of ATTACHMENT I is hereby amended to read as follows:

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.

Contractor shall publish its service delivery location, toll-free telephone number, and normal business hours in available forms of media (i.e. newspapers, radio, television, website, publications, etc.).

11) Section 2.4.1.1 of ATTACHMENT I is hereby amended to read as follows:

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	Date Due to Council
1	10/01/19 – 12/31/19	January 14, 2020
2	01/01/20 – 03/31/20	April 12, 2020
3	04/01/20 – 06/30/20	July 12, 2020
4	07/01/20 – 09/30/20	October 14, 2020
5	10/01//20 – 12/31/20	January 12, 2021
6	01/01/21 – 03/31/21	April 12, 2021

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

12) Section 2.4.2 of ATTACHMENT I is hereby amended to read as follows:

2.4.2 Records and Documentation

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

(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, ATTACHMENT XII;
   a. If Contractor approves an application, one elderly member of the household must be registered in CIRTS using the EHEAP Application and Eligibility Worksheet (ATTACHMENT XI); or
   b. If Contractor denies an application, the elder must be registered in CIRTS using the EHEAP Application and Eligibility Worksheet (ATTACHMENT XI).
(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 elder's obligation(s) to pay an energy bill for the residence in which they live;
   a. The elder's utility bill must include detail to identify unallowable categories of assistance resulting from charges for water, sewer, garbage, and fire, etc.; charges resulting from meter-tampering and returned checks; and other charges that are not energy-related and are not required for cooling/heating the household.
   b. 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 an elder's utility bill, cutoff notice, door-hanger notice, or similar documentation 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 (ATTACHMENT XI);

(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) Copies of approval or denial letters, including those related to the initial application and all appeals, which are provided to the elder;
(13) Notation if EHEAP prevented disconnection or restored an energy disruption;
(14) If preference is given due to a disability, documentation of such, disability income or physician's statement;
(15) Documentation of referrals to LIHEAP and WAP;
(16) Documentation of coordination with LIHEAP providers to avoid exceeding the individual crisis cap for households with elderly residents;
(17) Proof of payment made to vendors;
(18) Documentation of calculation of benefits for elders living in subsidized housing; and
(19) Completed EHEAP Client File Content Checklist DOEA Form 211, ATTACHMENT X.
(20) Services provided, including copies of utility bills, copies of bills for fans, heaters, or blankets purchased and copies of repair bills.

13) Section 3.1 of ATTACHMENT I is hereby amended to read as follows:

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 the limits specified in the EHEAP Budget Summary, ATTACHMENT IV, 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 EHEAP Receipts and Expenditure Reports beginning with the first month of this contract.

14) Section 3.1.2 of ATTACHMENT I is hereby amended to read as follows:

3.1.2 Cost Analysis Report and Budget Detail

Contractor shall submit a completed Cost Analysis Report and the Administrative and Outreach Expense Budget Detail, ATTACHMENT IX. The Cost Analysis Report 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. The Administrative and Outreach Expense Budget Detail shall clearly delineate planned expenditures for funds retained by the Contractor and funds subcontracted. Administrative and Outreach Expense Budget Detail shall include all

Contractor positions, by title, to be paid with these funds and shall detail the estimated number of hours, the hourly wage, and the estimated salary to be paid by EHEAP Funding sources, estimated hours, and hourly wage shall be identified for the balance of salary where EHEAP funds are used to pay less than one hundred percent (100%) of the salary.

15) Section 3.2.2 of ATTACHMENT I is hereby amended to read as follows:

3.2.2 Date for Final Request for Payment

The final request for payment will be due to the Council no later than **April 14, 2021**.

16) Section 3.3.2 of ATTACHMENT I is hereby amended to read as follows:

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, 2021 must be submitted to the Council by March 31, 2021.

17) ATTACHMENT II, Funding Summary, is hereby revised and replaced;

18) ATTACHMENT III, Invoice Report Schedule, is hereby revised and replaced;

19) ATTACHMENT IV, Budget Summary, is hereby revised and replaced;

20) ATTACHMENT IX, Cost Analysis Report and Budget Detail, is hereby revised and replaced;

21) ATTACHMENT X, EHEAP Client File Content Checklist, is hereby revised and replaced;

22) ATTACHMENT XI, EHEAP Application and Eligibility Worksheet, is hereby introduced;

23) ATTACHMENT XII, EHEAP Application and Eligibility Worksheet Instructions is hereby introduced.

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.

IN WITNESS THEREOF, the Parties hereto have caused this 22-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

SIGNED BY:

NAME:

TITLE:

DATE:

SIGNED BY:

NAME:

TITLE:

DATE:

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

Areawide Council on Aging of Broward County, Inc.

SIGNED BY:

PAULINE GRANT
NAME:

PRESIDENT
TITLE:

DATE:

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	$56,827.73
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				**$56,827.73**

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, 2019
2	November Expenditure Report	December 6, 2019
3	December Expenditure Report	January 8, 2020
4	January Expenditure Report	February 7, 2020
5	February Expenditure Report	March 6, 2020
6	March Expenditure Report	April 7, 2020
7	April Expenditure Report	May 7, 2020
8	May Expenditure Report	June 5, 2020
9	June Expenditure Report	July 9, 2020
10	July Expenditure Report	August 7, 2020
11	August Expenditure Report	September 7, 2020
12	September Expenditure Report	October 7, 2020
13	October Expenditure Report	November 6, 2020
14	November Expenditure Report	December 7, 2020
15	December Expenditure Report	January 7, 2021
16	January Expenditure Report	February 5, 2021
17	February Expenditure Report	March 5, 2021
18	March Expenditure Report	April 7, 2021
19	Final Expenditure Report	April 14, 2021

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 CONTRACT AMOUNT

ADMINISTRATIVE COSTS	
PERSONNEL	
RECURRING EXPENSES	
TOTAL ADMINISTRATIVE BUDGET	$ 8,485.39
OUTREACH COSTS	
PERSONNEL	
RECURRING EXPENSES	
TOTAL OUTREACH BUDGET	$ 9,182.83
TOTAL EHEAP Benefits (Crisis)	$ 39,159.51
TOTAL	$ 56,827.73

Projected minimum number of Clients to be served: 141

A detailed Budget Summary will be provided to replace this page upon receipt of the revised Cost Analysis Report and Budget Detail.

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.

Administrative & Outreach Expense Budget Detail

Provider Name EHEAP 2020-21

Contract #: EHEAP

ADD ADDITIONAL LINES AS NEEDED

Budget Line Item	Expenditure Detail	Quantity/ Hrs	Unit Cost	Total Cost
Admin				$0.00
Admin				$0.00
Admin				$0.00
Admin				$0.00
Admin				$0.00
Admin				$0.00
Admin				$0.00
Admin				$0.00
Outreach				$0.00
Outreach				$0.00
Outreach				$0.00
Outreach				$0.00
Outreach				$0.00
Outreach				$0.00
Outreach				$0.00
Outreach				$0.00
Outreach				$0.00
				$0.00
Total				**$0.00**

Administration Subtotal	**$ -**
Outreach Subtotal	**$ -**
Total	**$ -**

ATTACHMENT X

EHEAP 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(s).				
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 combined LIHEAP and EHEAP CARES Act Crisis Assistance exceeding the crisis assistance cap of $2,000.00.				
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 eligible components of the utility bill are paid 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 unallowable charges, such as: water, sewer, garbage, fire, etc., if applicable.				
19.	Crisis energy benefit was reduced by energy subsidy, if applicable.				
20.	Energy crisis resolved within 18/48 hours by an eligible action.				
21.	Written notice of approval or denial for services that includes appeal procedures is issued within 15 working days of eligibility determination.				
22.	Appropriate benefit provided, at or below the EHEAP CARES Act crisis assistance cap of $2,000.00.				
23.	All required sections of the application are signed and dated by the elder, staff, and supervisory/peer PRIOR to payment.				
24.	Proof of payment to vendor.				
25.	Place completed DOEA Form 211 (05/01/2020) 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 0 5 01 2020

ATTACHMENT XI

Emergency Home Energy Assistance for the Elderly Program - Application

Section One: Applicant (Aged 60 and older) Information			
Name: (First, M, Last)		☐ **Crisis Assistance**	
Date of birth:	Age:	SSN:	
Service address:			**Date Stamp**
City:	Florida County:	ZIP Code:	Intake
Sex: ☐ Male ☐	Number of people in the household:	Phone:	
Marital Status: ☐ Married ☐ Partnered ☐ Single ☐ Separated ☐ Divorced ☐ Widowed			Phone:
Race: ☐ White ☐ Black/African American ☐ Asian ☐ Native Hawaiian/Pacific Islander ☐ American Indian/Alaska			
Ethnicity: ☐ Hispanic/Latino ☐ Other	Primary Language: ☐ English ☐ Spanish ☐ Other		
Does client have limited ability reading, writing, speaking, or understanding the English language? ☐ Yes ☐ No			
Is the client a veteran? ☐ Yes ☐ No	Was client referred to the local Veteran's Affairs office? ☐		
Applicant's income type(s):		Applicant's monthly income amount:	

Section Two: Additional Household Members Information			
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:

Section Three: Household Characteristics
Is there a child 5 years of age or younger in the household? ☐ Yes ☐ No If Yes, select all that applies: ☐ 0-2 years old ☐ 3-5 years old
Is there an individual with a disability in the household? ☐ Yes ☐ No
Is the applicant a U.S. citizen or an alien lawfully admitted for permanent residence? ☐ Yes ☐ No
Is the applicant a homeowner? ☐ Yes ☐ No
Does applicant live in government subsidized housing, such as Section 8? ☐ Yes ☐ No If yes, provide the complex name: _____ If yes, does the household receive an energy subsidy? ☐ Yes ☐ No
Does applicant live in a student dormitory, adult family care home, or any kind of group living facility? ☐ Yes ☐ No If yes, provide the facility name:

Section Four: Heating and Cooling Information
Have you or any member of your household received energy assistance in the current season? ☐ Yes ☐ No If yes, provide the name of Agency: _____
What is the primary source of home heating? (select one) ☐ Electricity ☐ Natural Gas ☐ Propane ☐ Wood/Coal
Does household use supplemental heating source? ☐ Electricity ☐ Wood/Coal ☐ N/A
Air conditioning unit type? ☐ Central A/C ☐ Window/Wall A/C ☐ Fans ☐ Other – specify (including evaporative

Section Five: Energy Crisis Explanation	**Client Attestation and Signature**
☐ Home cooling or heating energy source has been disconnected. *(Life-Threatening/18-hour)*	The information provided on this application, is to the best of my knowledge, true and complete. I

Emergency Home Energy Assistance for the Elderly Program - Eligibility Worksheet

Section Six: Income Eligibility Determination

Annualize all household income.	Staple calculator tape here showing income calculations or write calculations in this space.	**Poverty Guidelines effective 10/01/2019.**
1. Add all gross monthly earned and unearned income from the past 30 days of all household members.		Select the annual income limit by household size:
2. Add Medicare Premium ($135.50), if not included in SSA amount.		
3. Add Medicare Part D, if		
4. To annualize, multiply the monthly total by 12 months.		
Annual Household Income $		

	150% of Poverty	50% of Poverty
☐ 1	$18,735	$ 6,245
☐ 2	$25,365	$ 8,455
☐ 3	$31,995	$10,665
☐ 4	$38,625	$12,875
☐ 5	$45,255	$15,085
☐ 6	$51,885	$17,295
☐ 7	$58,515	$19,505
☐ 8	$65,145	$21,715

(Add $6,630 for each additional member of

If the total annual household income is less than 50% of the current Federal Poverty Guidelines for household size (using chart above), and no one in the household is receiving SNAP assistance, the applicant must provide a signed statement of how basic living expenses (i.e., food, shelter and transportation) are provided for the household.

Section Seven: Vendor, Benefit, and Verification Information

Energy Vendor #1 Name:	**Other Vendor #1** Name:	Contact made with LIHEAP provider to verify previous crisis assistance. Contact Person: _____
Account Number:	Account/Voucher Number: / Date:	Date of contact: _____
Minimum Amount Due: _____	Amount Due: _____	Has the applicant received LIHEAP crisis assistance during the current season?
Verification and Commitment Contact Person: _____ Date: _____	☐ Blanket ☐ Repair Existing Heating or Cooling Equipment ☐ Portable Fan ☐ Emergency Shelter ☐ Space Heater ☐ Other ☐ Window A/C	If the minimum amount due is more than the past due amount, did the energy vendor verify that this amount is required? ☐ Yes ☐ No ☐ N/A
Energy Vendor #2 Name:	**Other Vendor #2** Name:	
Account Number:	Account/Voucher Number: / Date:	If the minimum amount due to resolve the crisis is more than the maximum allowed ($750), explain how the balance of the amount due will be paid if approved for EHEAP crisis assistance.
Minimum Amount Due: _____	Amount Due: _____	
Verification and Commitment Contact Person: _____ Date: _____	☐ Blanket ☐ Repair Existing Heating or Cooling Equipment ☐ Portable Fan ☐ Emergency Shelter ☐ Space Heater ☐ Other ☐ Window A/C	

(1) Total Energy Vendors	$	**(4) Total Other Vendors**	$	Is the name on the fuel bill that of the applicants? ☐ Yes ☐ No If no, provide name on bill: _____
(2) Energy Subsidy	$	**Total EHEAP Benefit Add Total Energy Vendor (4) & Total Other Vendor (4)**	$	
(3) Water, Sewer, Garbage, Fire, etc.	$			
(4) Deduct (2&3) from (1)	$			

Section Eight: Weatherization Assistance Program (WAP) Referral

If the applicant is a homeowner, has he/she received more than three LIHEAP or EHEAP benefits in the last 18 months?
☐ Yes ☐ No ☐ N/A

If the answer to the previous question is "yes", was the applicant referred to WAP? ☐ Yes ☐ No ☐ N/A

If the answer to the last question is "no", explain: _____

Section Nine: Resolution of Crisis

Resolution of the Energy Crisis occurred within 18/48 hours, by the following eligible action(s): (Select all that apply)

☐ Approval of application	☐ EHEAP benefit prevented disconnection
☐ Commitment made to vendor	☐ EHEAP benefit restored energy already disconnected
☐ Denial of Application, pending additional information	☐ Yes, client signed waiver
☐ Denial of Application, ineligible	☐ No, client refused to sign waiver
☐ Written referral and assistance to access other community resources	

Case Worker Signature	**Approval Signature**
I have determined the eligibility of the applicant. I am not the applicant, nor am I a friend, relative, or employee of the applicant.	The application and eligibility determination must be reviewed for errors and appropriate file documentation prior to making payment. **I have reviewed and approved this application for crisis assistance.**
Case Worker's Name:	Supervisor/Peer's Name:
Case Worker's Signature:	Supervisor/Peer's Signature:
Date:	Date:
Agency Name:	Agency Name:

DOEA Form 114 – 06/01/2020

ATTACHMENT XII

EHEAP Application

Instructions Section One: Applicant (Age 60 and older) Information

Complete Section One in its entirety. Special notes:

- ✓ **The Winter and Summer Seasons are waived.**
- ✓ The Date Stamp is the official application date;
- ✓ The Intake Worker (with name and phone number recorded) is the person who accepts the application and required documentation;
- ✓ The applicant's income type(s) and monthly income amount is recorded in this section, and
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Two: Additional Household Members Information

Complete Section Two by listing additional household members and providing the information requested. Special notes:

- ✓ At a minimum, the name(s), age(s), and Social Security number(s) of each additional household member is required;
- ✓ You will be attaching a calculator tape of the household's income calculations in the section provided on the EHEAP Eligibility Worksheet; and
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Three: Household Characteristics

Complete Section Three by answering each "Yes" or "No" question and providing additional information if applicable.

Special note:

- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Four: Heating and Cooling Information Complete Section Four by answering each question. Special note:

- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Five: Energy Crisis Explanation

Section Five is completed by choosing the best possible explanation for the applicant's crisis and obtaining their signature and date of signature.

Special note:

- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Client Attestation and Signature

The applicant should read the attestation statement. If the applicant is unable to read the attestation statement, the intake worker should read it to them before they sign and date the application.

At this point, the intake worker should have the applicant sign the waiver authorizing the release of general and/or confidential information for LIHEAP/EHEAP federal reporting. CIRTS will require you to verify that either the waiver has been signed or that the client has refused to sign.

EHEAP Eligibility Worksheet Instructions

Section Six: Income Eligibility Determination

Complete Section Six by stapling the calculator tape in the space provided, entering the annual income, and checking the appropriate number of individuals in the household to determine the household annual income limit.

Special notes:

- ✓ Adjacent to the annual income limit by household size is the fifty percent (50%) of poverty amount by household size. If the annual household income is below the amount for the household size, AND the household does not receive SNAP, the applicant must provide a written statement of how basic living expenses are provided for the household.
- ✓ **Specific to EHEAP, the following is not counted as income when determining income eligibility for the household:**
  - **Stimulus payments from the federal government in relation to the Coronavirus Disease; and**
  - **Any type of unemployment payments will not be counted as income.**
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Seven: Vendor, Benefit, and Verification Information

Complete Section Seven by completing in its entirety.

Special notes:

- ✓ Eligible elders may receive multiple crisis assistance benefit(s), that combined not to exceed $3,500.00.
- ✓ The minimum amount due is the amount provided to you during the verification process with the home energy vendor.
- ✓ For those applicants receiving an energy subsidy, the minimum amount due will be reduced by the energy subsidy amount listed on the applicant's public housing lease to determine the total EHEAP benefit. The energy subsidy is deducted from home energy vendor payments only.
- ✓ It is allowable to make several crisis benefit payments for a household to resolve a single crisis and/or one or more benefits from EHEAP funding. This may include the purchase of blankets, portable fans, space heaters, and/or repair of existing heating/cooling equipment, in addition to energy bill assistance, that combined does not exceed the crisis assistance cap of $3,500.
- ✓ Crisis situations that involve a heater or air conditioner that is powered by both gas and electricity are eligible for a crisis benefit payment to both home energy vendors.
- ✓ Allowable utility categories for heating/cooling bill assistance include the following:
  - Electricity;
  - Natural Gas;
  - Propane;
  - Wood/Coal; and
  - Refillable fuels;
- ✓ Crisis benefits may also be used for the following:
  - Pre-pay energy;

- Purchase of blankets, portable fans, space heaters, and window air conditioners;
- Repair of an existing heating/cooling unit;
- Deposits to connect or restore energy;
- Late fees and disconnect and reconnect fees;
- Charges from a previous account held by the elder that is now closed;
- Payment to landlord when utility costs are included in the elder's rent; and
- Temporary emergency shelter, if due to energy related crisis.

✓ Water, sewer, garbage, and fire, etc. MAY NOT be paid with EHEAP funds. Utility bills that include charges that are not directly related to cooling and heating will be reduced by the amounts for these charges.

✓ Charges incurred due to illegal activities, such as a worthless check or meter tampering, MAY NOT be paid with EHEAP funds.

✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Eight: Weatherization Assistance Program (WAP) Referral

Complete Section Eight in its

entirety. Special notes:

✓ When determining the number of LIHEAP or EHEAP crisis benefits the applicant has had, you will include the current application in the count, provided the application is approved. Refer back to Section Seven, to the information obtained from the LIHEAP provider.

✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Nine: Resolution of Crisis

Complete Section Nine by selecting all that applies to this applicant and application for

services. Special notes:

✓ The left-hand selections indicate that the application has been acted upon within the 18/48 hour requirement.

✓ If the selection is made to deny the application pending additional information from the client, the 18/48 hours has been met and does not repeat itself when the client returns with the pending information. You have already met the requirement.

✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Case Worker Signature

To complete this section, the individual who completes the EHEAP Eligibility Worksheet, determines income eligibility, and provides the commitment to the utility vendor must sign and complete the requested information.

Special note:

✓ If you are the applicant, or a friend, relative, or employee of the applicant, you cannot determine the eligibility or award EHEAP benefits. This application must be processed by someone who is not the applicant or a friend, relative, or employee of the applicant.

Approval Signature

To complete this section, the signer is attesting that he/she has reviewed the application for completeness, determined that all required documentation is included, and verified that the annual household income calculation and EHEAP benefit awarded are correct.

MASTER CONTRACT

THIS MASTER CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the "Council," and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging** hereinafter referred to as the "Contractor", who are collectively referred to as the "Parties." The term Contractor for this purpose may designate a vendor, subgrantee or subrecipient, the status to be further identified in ATTACHMENT I, Exhibit-1 as necessary.

1. Purpose of Contract

The purpose of this Master Contract is to set the general terms and conditions applicable to the contracts or agreements between the Contractor and the Council for the provision of the services specified in each one of those contracts or agreements incorporating this Master Contract by reference with all its attachments and exhibits, which shall constitute in each case the entire contract document.

1.1 State of Florida, Department of Elder Affairs' Mission Statement

To foster an environment that promotes well-being for Florida's elders and enables them to remain in their homes and communities. The State of Florida, Department of Elder Affairs' vision is of all Floridians aging with dignity, purpose, and independence. Area agencies, lead agencies and local service providers, as partners and stakeholders in Florida's aging services network, are expected to support the State of Florida, Department of Elder Affairs' mission, vision, and program priorities.

1.2 Areawide Council on Aging of Broward County, Inc.'s Mission Statement

To plan, coordinate, monitor, evaluate and fund various groups, agencies, organizations and projects relating to the elderly in Broward County, Florida; to plan, plan for, promote, provide for and provide services and activities for elderly people in Broward County, Florida; to encourage participation and involvement of volunteers, professionals, and all other persons interested in the welfare and well-being of the elderly in Broward County, Florida.

2. Incorporation of Documents within the Contract

All contracts or agreements including attachments, proposal(s), solicitation(s), service provider application(s), grant agreements, relevant to the State of Florida, Department of Elder Affairs' handbooks, manuals or desk books executed between the Contractor and the Council shall incorporate this Master Contract by reference and be subject to the conditions set forth in this Master Contract for the duration of the contract period(s). Any and all contracts or agreements executed between the Contractor and the Council during the effective period of this Master Contract will incorporate this Master Contract by reference and shall be governed in accordance with the applicable laws, statutes, and other conditions set forth in this Master Contract.

3. Term of Contract

This Master Contract shall begin on January 1, 2020, or on the date on which the Contract has been signed by the last party required to sign it, whichever is later. It will end at midnight, Eastern Standard Time on December 31, 2022.

4. Compliance with Federal Law

4.1 If any contract or agreement incorporating this Master Contract by reference contains federal funds this section shall apply:

4.1.1 The Contractor shall comply with the provisions of 45 Code of Federal Regulations (CFR) Part 75 and/or 45 CFR Part 92, 2 CFR Part 200 and other applicable regulations.

4.1.2 If the contract or agreement incorporating this Master Contract by reference contains federal funds and is over $100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code U.S.C. 7401 et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to the Council.

4.1.3 The Contractor, or agent acting for the Contractor, may not use any federal funds received in connection with any contract or agreement incorporating this Master Contract by reference to influence legislation or appropriations pending before the Congress or any State Legislature. The Contractor must, prior to contract execution, complete the Certification Regarding Lobbying included in ATTACHMENT II, Certifications and Assurances.

4.1.4 In accordance with Appendix II to 2 CFR Part 200, the Contractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR Part 60 and 45 CFR Part 92, if applicable.

4.1.5 A contract or agreement award with an amount expected to equal or exceed $25,000.00 and certain other contract or agreement awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to any contract or agreement incorporating this Master Contract by reference. The Contractor shall complete and sign the Debarment and Suspension Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

4.2 The Contractor shall not employ an unauthorized alien. The Council will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation will be cause for unilateral cancellation of this Master Contract and any contract or agreement incorporating this Master Contract by reference by the Council.

4.3 If the Contractor is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the Pension Protection Act of 2006 or for any other reason, the Contractor must notify the Council in writing within thirty (30) days of receiving the IRS notice of revocation.

4.4 The Contractor shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

4.5 Unless exempt under 2 CFR Part 170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.

4.6 To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, Contractor agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract or agreement term. The Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment eligibility of all new employees hired by the subcontractor during any contract or agreement term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. The Contractor shall complete and sign the Verification of Employment Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

5. Compliance with State Law

5.1 This Master Contract and any contract or agreement incorporating this Master Contract by reference is executed and entered into with the Council, with the pass through funding from the State of Florida, Department of Elder Affairs, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.

5.2 The Contractor shall comply with requirements of Section 287.058, F.S. as amended.

5.2.1 The Contractor shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this Master Contract and any contract or agreement incorporating this Master Contract by reference, which the Council's Contract Manager must receive and accept in writing prior to payment. Expenditures pursuant to any contract or agreement incorporating this Master Contract by reference, must be in compliance with Section 215.97, F.S. and Section 215.971, F.S. and laws, rules, and regulations, including, but not limited to, the Reference Guide for State Expenditures.

5.2.2 The Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.

5.2.3 If itemized payment for travel expenses is permitted in any contract or agreement incorporating this Master Contract by reference, the Contractor shall submit bills for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this Master Contract and any contract or agreement incorporating this Master Contract by reference. The current state rate for reimbursement of travel in a privately owned vehicle is $0.445 per mile.

5.2.4 The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in Subsection 119.011(12), F.S., made or received by the Contractor in conjunction with any contract or agreement incorporating this Master Contract by reference, except for those records which are made confidential or exempt by law. The Contractor's refusal to comply with this provision will constitute an immediate breach of contract or agreement for which the Council may unilaterally terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference.

5.3 If clients are to be transported under any contract or agreement incorporating this Master Contract by reference, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, F. A. C.

5.4 Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.

5.5 The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

5.6 The Council may, at its option, terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference, if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List, or if the Contractor has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel. The Contractor shall complete and sign the Scrutinized Companies Lists Certification, included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

6. Cooperation with the Inspector General

Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S. The Contractor further agrees that it shall include, in related subcontracts, a requirement that subcontractors performing work or providing services pursuant to any contract or agreement that incorporates this Master Contract by reference, agree to cooperate with the Inspector general in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S.

7. Background Screening

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.

7.1 To demonstrate compliance with this provision, Contractor shall submit annually, no later than January 5th, the completed ATTACHMENT VII, Background Screening Affidavit of Compliance.

7.2 Further information concerning the procedures for background screening is found at http://elderaffairs.state.fl.us/doea/backgroundscreening.php.

Any report that implies criminal intent on the part of the Contractor or any subcontractors and referred to a governmental or investigatory agency, must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material

concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

8. Grievance and Complaint Procedures

8.1 Grievance Procedures

The Contractor shall comply with and ensure compliance with the Minimum Guideline for Recipient Grievance Procedures, Appendix D, Department of Elder Affairs Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

8.2 Complaint Procedures

The Contractor shall develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and the determination of the complaint.

9. Public Records and Retention

By execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference, Contractor agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

9.1 Keep and maintain public records required by the Council to perform the contracted services.

9.2 Upon request from the Council's custodian of public records, provide the Council a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

9.3 Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Council.

9.4 Upon completion of the contract or agreement incorporating this Master Contract by reference, the Contractor will either transfer, at no cost to the Council, all public records in possession of the Contractor, or will keep and maintain public records required by the Council. If the Contractor transfers all public records to the Council upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Council in a format that is compatible with the information technology systems of the Council.

9.5 The Council may unilaterally cancel any contract or agreement incorporating this Master Contract by reference, notwithstanding any other provisions of this Master Contract, for refusal by the Contractor to comply with Section 8 of this Master Contract by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction

with this Master Contract or any contract or agreement incorporating this Master Contract by reference, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MASTER CONTRACT OR ANY CONTRACT THAT INCORPORATES THIS MASTER CONTRACT BY REFERENCE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567

10. Audits, Inspections, Investigations

10.1 The Contractor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Council under this Master Contract and any contract or agreement incorporating this Master Contract by reference. Contractor shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under any contract or agreement which incorporates this Master Contract by reference. Whenever appropriate, financial information should be related to performance and unit cost data.

10.2 The Contractor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to any contract or agreement which incorporates this Master Contract by reference for a period of six (6) years after completion of the contract or agreement incorporating this Master Contract by reference or longer when required by law. In the event an audit is required for any contract or agreement incorporating this Master Contract by reference, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any contract or agreement incorporating this Master Contract by reference, at no additional cost to the Council.

10.3 Upon demand, at no additional cost to the Council, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.

10.4 The Contractor shall assure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Council.

10.5 At all reasonable times for as long as records are maintained, persons duly authorized by the Council and federal auditors, pursuant to 45 CFR Part 75, will be allowed full access to and the right to examine any of the Contractor's contracts or agreements, related records and documents pertinent to any contract or agreement, regardless of the form in which it is kept.

10.6 The Contractor shall provide a financial and compliance audit to the Council as specified in ATTACHMENT I of this Master Contract and ensure that all related third-party transactions are disclosed to the auditor.

11. Nondiscrimination-Civil Rights Compliance

11.1 The Contractor shall execute assurances in ATTACHMENT III, Assurances-Non-Construction Programs, that it will not discriminate against any person in the provision of services or benefits under any contract or agreement incorporating this Master Contract by reference or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, sub grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex. The Contractor shall complete and sign ATTACHMENT III, Assurances-Non-Construction Programs, prior to the execution of this Master Contract.

11.2 During the term of this Master Contract and any contract or agreement incorporating this Master Contract by reference, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, ATTACHMENT IV.

11.3 The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through any contract or agreement incorporating this Master Contract by reference. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

11.4 If any contract or agreement incorporating this Master Contract by reference, contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

12. Monitoring by the Council

The Contractor shall allow persons duly authorized by the Council to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor which are relevant to this Master Contract and any contract or agreement which incorporates this Master Contract by reference, and to interview any clients, employees and subcontractor employees of the Contractor to assure the Council of the satisfactory performance of the terms and conditions of any contract or agreement which incorporates this Master Contract by reference. Following such review, the Council will provide a written report of its findings to the Contractor, and where appropriate, the Contractor shall develop a corrective action plan. The Contractor hereby agrees to correct all deficiencies identified in the corrective action plan in a timely manner as determined by the Council.

13. Provision of Services

The Contractor shall provide services in the manner to be described in subsequent contracts or agreements incorporating this Master Contract by reference.

14. Coordinated Monitoring with Other Agencies

If the Contractor receives funding from one or more State of Florida's human service agencies, in addition to the State of Florida, Department of Elder Affairs through the Council, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of any contract or agreement incorporating this Master Contract by reference, and pursuant to Section 287.0575, F.S. as amended, State of Florida's human service agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, the Department of Veterans Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Contractor will comply and cooperate with all monitors, inspectors, or investigators.

15. New Contract(s) Reporting

The Contractor shall notify the Council within ten (10) days of entering into a new contract or agreement with any of the five (5) state human service agencies. The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) contract or agreement start and end dates; (4) contract or agreement amount; (5) contract or agreement description and commodity or service; and (6) Contract Manager name and number. In complying with this provision, and pursuant to Section 287.0575, F.S. as amended, the Contractor shall complete and provide the information in ATTACHMENT VI, Provider's State Contracts List.

16. Indemnification

The Contractor shall indemnify, save, defend, and hold harmless the Council and its agents and employees and the State of Florida and its agents and employees and the State of Florida, Department of Elder Affairs and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference or performance of the services provided for herein. It is understood and agreed that the Contractor is not required to indemnify the Council for claims, demands, actions or causes of action arising solely out of the Council's negligence. Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 14 is not applicable to contracts or agreements executed between the Contractor, the Council and state agencies or subdivisions defined in Section 768.28(2), F.S.

17. Insurance and Bonding

17.1 The Contractor shall provide continuous adequate liability insurance coverage during the existence of any contract or agreement incorporating this Master Contract by reference and any renewal(s) and extension(s) of it. By execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference, unless it is a state agency or subdivision as defined by Subsection 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under any contract or agreement incorporating this Master Contract by reference. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under any contract or agreement incorporating this Master Contract by reference. The Contractor shall ensure that the Council has the most current written verification of insurance coverage throughout the term of any contract or agreement incorporating this Master Contract by reference. Such coverage may be provided by a self-insurance program established and operating under the laws of the State

of Florida. The Council reserves the right to require additional insurance as specified in any contract or agreement incorporating this Master Contract by reference.

17.2 Throughout the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Contractor authorized to handle funds received or disbursed under all contracts or agreements incorporating this Master Contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

18. Health Insurance Portability and Accountability Act

The Contractor shall not use or disclose any information concerning a recipient of services under any contract or agreement incorporating this Master Contract by reference, for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law. Where applicable, the Contractor shall comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.), as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

The Council, as a covered entity, and the Contractor, as a business associate, shall comply with the provisions of 45 CFR Part 164 by entering into a Business Associate Agreement, ATTACHMENT IX, to ensure that the business associate will appropriately safeguard Protected Health Information (PHI).

19. Incident Reporting

19.1 The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates this Master Contract by reference. Such notice shall be made orally to the Council's Contract Manager (by telephone) with an email to immediately follow.

19.2 The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Contractor and its employees.

20. Bankruptcy Notification

During the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall immediately notify the Council if the Contractor, its assignees, Subcontractors or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to the Council: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and, (4) the name address, and telephone number of the bankruptcy attorney.

21. Sponsorship and Publicity

21.1 As required by Section 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through

any contract or agreement incorporating this Master Contract by reference, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name), Areawide Council on Aging of Broward County, Inc., and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Areawide Council on Aging of Broward County, Inc. and State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization.

21.2 The Contractor shall not use the words "Areawide Council on Aging of Broward County, Inc. and the State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Council prior to use.

22. Assignments

22.1 The Contractor shall not assign the rights and responsibilities under any contract or agreement incorporating this Master Contract by reference without the prior written approval of the Council, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Council will constitute a material breach of the contract or agreement.

22.2 The Council is at all times entitled to assign or transfer, in whole or part, its rights, duties, or obligations under any contract or agreement to another contractor in Broward County, upon giving prior written notice to the Contractor. In the event the Council approves transfer of the Council's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the contract or agreement. Notwithstanding the foregoing, should the Council assign the duties, rights, or obligations hereunder to a provider, individual, or entity who has been excluded, debarred, suspended, or otherwise deemed ineligible to participate in a Federal Health Care Program, including but not limited to Medicare or Medicaid, Contractor shall be entitled to immediately terminate this Agreement with no further obligations and with no liability, cost, penalty, or imposition of any damages.

22.3 This Master Contract and any contract or agreement incorporating this Master Contract by reference shall remain binding upon the successors in interest of either the Contractor or the Council.

23. Subcontracts

The Contractor is responsible for all work performed and for all commodities produced pursuant to any contract or agreement incorporating this Master Contract by reference, whether actually furnished by the Contractor or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Council deems necessary. The Contractor further agrees that the Council will not be liable to the subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Council against any such claims as permitted by law.

23.1 The Contractor shall promptly pay any subcontractor upon receipt of payment from the Council. Failure to make payments to any subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in any contract or agreement incorporating this Master Contract by reference between the Contractor and subcontractor, will result in a penalty as provided by statute.

24. Funding Obligations

24.1 The Council acknowledges its obligation to pay the Contractor for the performance of the Contractor's duties and responsibilities set forth in any contract or agreement incorporating this Master Contract by reference.

24.2 The Council shall not be liable to the Contractor for costs incurred or performance rendered unless such costs and performances are in accordance with the terms and conditions of any contract or agreement executed between the Parties, which incorporates this Master Contract by reference, including but not limited to terms, governing the Contractor's promised performance and unit rates and/or reimbursement capitations specified.

24.3 The Council shall not be liable to the Contractor for any expenditures which are not allowable costs as defined in 45 CFR, Parts 74 and 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules.

24.4 The Council shall not be liable to the Contractor for expenditures made in violation of regulations promulgated under the Older Americans Act, as amended, or in violation of applicable state and federal laws, rules, or provisions of any contract or agreement incorporating this Master Contract by reference.

25. Independent Capacity of Contractor

It is the intent and understanding of the Parties that the Contractor, or any of its subcontractors, are independent contractors and are not employees of the Council or the State of Florida, Department of Elder Affairs and shall not hold themselves out as employees or agents of the Council or the State of Florida, Department of Elder Affairs without specific authorization from the Council. It is the further intent and understanding of the Parties that the Council does not control the employment practices of the Contractor and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Contractor. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Contractor will be the sole responsibility of the Contractor.

26. Payment

26.1 Payments shall be made to the Contractor pursuant to Section 215.422, F.S., as services are rendered and invoiced by the Contractor. The Council's Finance Director will have final approval of the invoice for payment, and will approve the invoice for payment only if the Contractor has met all terms and conditions of any contract or agreement incorporating this Master Contract by reference, unless the bid specifications, purchase order, or the contract or agreement specify otherwise. The approved invoice will be submitted to the Council's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of Section 215.422, F.S.

26.2 The Contractor agrees to submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre audit and post audit thereof. The Contractor shall comply with the particular requirements under the following laws and guidelines that are applicable to the contracts or agreements incorporating this Master Contract by reference: (a) paragraph (16) (b) of Section 216.181, F.S., regarding advances; (b) paragraph 69I-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and, (c) the Invoice Requirements of the Reference Guide for State

Expenditures from the Department of Financial Services at: (https://www.myfloridacfo.com /Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf). The Contractor certifies that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables contracts or agreements incorporating this Master Contract by reference, including paid subcontractor invoices, and will be produced upon request by the Council. The Contractor further certifies that reimbursement requested is only for allowable expenses as defined in the laws and guiding circulars cited in Sections four (4) and five (5) of this Master Contract, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the Contractor's approved service provider application as developed in accordance with and pursuant to Section 306(a) of the Older Americans Act of 1965, as amended.

26.3 The Contractor shall provide units of deliverables, including reports, findings, and drafts as specified in the contracts or agreements and attachments which incorporate this Master Contract by reference, and the service provider application developed by the Contractor (pursuant to Section 306(a) of the Older Americans Act), to be received and accepted by the Contract Manager prior to payment.

27. Return of Funds

The Contractor shall return to the Council any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of any contract or agreement incorporating this Master Contract by reference that were disbursed to the Contractor by the Council. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the Council. In the event that the Council first discovers an overpayment has been made, the Finance Director, on behalf of the Council, will notify the Contractor in writing of such findings. Should repayment not be made forthwith, the Contractor shall be charged at the lawful rate of interest on the outstanding balance pursuant to Section 55.03, F.S., after Council notification or Contractor discovery.

28. Data Integrity and Safeguarding Information

The Contractor shall insure an appropriate level of data security for the information the Contractor is collecting or using in the performance of any contract or agreement incorporating this Master Contract by reference. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software must be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Contractor shall maintain written procedures for computer system backup and recovery. The Contractor shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

29. Computer Use and Social Media Policy

The State of Florida, Department of Elder Affairs has implemented a Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, other-personal-services and volunteers, including all personnel affiliated with third

parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the State of Florida, Department of Elder Affairs' computer resource systems must comply with the State of Florida, Department of Elder Affairs' Social Media Policy, ATTACHMENT V, regarding social media. Social Media includes, but is not limited to blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube.

30. Conflict of Interest

The Contractor shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Contractor or subcontractor shall participate in selection, or in the award of a contract or agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Contractor's Board of Directors and management must disclose to the Council any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of any contract or agreement incorporating this Master Contract by reference. The Contractor's employees must make the same disclosures described above to the Contractor's Board of Directors. Compliance with this provision will be monitored.

31. Public Entity Crime

Pursuant to Section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract or agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

32. Purchasing

32.1 The Contractor may purchase articles which are the subject of or are required to carry out any contract or agreement from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in Subsections 946.515(2) and (4), F.S. For purposes of this Master Contract, the Contractor will be deemed to be substituted for the Council insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

32.2 The Contractor may procure any recycled products or materials, which are the subject of or are required to carry any contract or agreement incorporating this Master Contract by reference, in accordance with the provisions of Section 403.7065, F.S.

32.3 The Contractor may purchase articles that are the subject of, or required to carry out, any contract or agreement from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S. For purposes of any contract or agreement incorporating this Master Contract by reference, the Contractor shall be deemed to be substituted for the Council insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org. This clause is not applicable to subcontractors unless otherwise required by law.

33. Patents, Copyrights, Royalties

If any contract or agreement incorporating this Master Contact by reference is awarded state funding and if any discovery, invention or copyrightable material is developed, produced or for which ownership was purchased in the course of or as a result of work or services performed under any contract or agreement incorporating this Master Contract by reference, the Contractor shall refer the discovery, invention or material to the Council to be referred to the State of Florida, Department of Elder Affairs and/or the Department of State. Any and all patent rights or copyrights accruing under any contract or agreement incorporating this Master Contract by reference are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to Section 287.0571 (5) (k), the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in any contract or agreement incorporating this Master Contract by reference.

33.1 If the primary purpose of any contract or agreement incorporating this Master Contract by reference is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to Paragraph 33.

33.2 If any contract or agreement incorporating this Master Contract by reference is awarded solely federal funding, the terms and conditions are governed by 2 CFR §200.315 or 45 CFR §75.322, as applicable.

33.3 Notwithstanding the foregoing provisions, if the Contractor or one of its subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but the State of Florida, Department of Elder Affairs shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Contractors, subcontractors or assignees of any resulting patented, copyrighted or trademarked work products.

34. Emergency Preparedness and Continuity of Operations

34.1 If the tasks to be performed pursuant to any contract or agreement incorporating this Master Contract by reference include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Contractor shall, within thirty (30) calendar days of the execution of any contract or agreement, submit to the Council verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Council of emergency provisions.

34.2 In the event a situation results in a cession of services by a subcontractor, the Contractor shall retain responsibility for performance under any contract or agreement incorporating this Master Contract by reference and must follow procedures to ensure continuity of operations without interruption.

35. Equipment

35.1 Equipment means: (a) an article of nonexpendable, tangible personal property, including information technology systems, having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or $5,000.00 [for federal funds - 2 CFR §200.33 and 45 CFR §75.2, as applicable], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of $1,000.00 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of $250.00 or more [for state funds].

35.2 Contractors and subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of equipment, any loss damage, or theft must be investigated [45 CFR §75.320(d)(3)]; (d) maintenance procedures to keep the equipment in good condition; and (e) if the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return. The property records must be maintained on file and shall be provided to the Council upon request. The Contractor shall promptly investigate, fully document and fully document and notify the Council's Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the Council's Contract Manager.

35.3 The Contractor's property management standards for equipment (including replacement equipment), whether acquired in whole or in part with federal funds and federally-owned equipment shall, as a minimum, meet the following requirements and to include accurately maintained equipment records with the following information:

(1) Property records must be maintained that include a description of the equipment;
(2) Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
(3) Source of funding for the equipment, including the federal award identification number;
(4) Whether title vests in the Contractor or the federal government;
(5) Acquisition date (or date received, if the equipment was furnished by the federal government) and cost;
(6) Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
(7) Location, use and condition of the equipment and the date the information was reported;
(8) Unit acquisition cost; and
(9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.

35.4 Equipment purchased with federal funds with an acquisition cost over $5,000.00 and equipment purchased with state funds with an acquisition cost over $1,000.00 is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Contractor [for federal funds see 2 CFR §200.313(a) and 45 CFR §75.320(a), as applicable], subject to the conditions of 2 CFR Part 200 and/or 45 CFR Part 75. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this Master Contract or any contract or agreement incorporating this Master Contract by reference, or identified in the sub agreements with subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F. S. and 60A-1.017, F. A. C. and 2 CFR Part 200 and/or 45 CFR Part 75.

35.5 The Contractor shall not dispose of any equipment or materials provided by the Council or the State of Florida, Department of Elder Affairs, or purchased with funds provided through any contract or agreement incorporating this Master Contract by reference without first obtaining the approval of the Council. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the Council. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).

35.6 The Council will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR §200.313 or 45 CFR §75.320, as applicable.

35.7 Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through contracts or agreements covered under any contract or agreement incorporating this Master Contract by reference without the prior approval of the Council. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b United States Code. Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of Section 216.348, F. S.

35.8 Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.

35.9 Contractor must adhere to the State of Florida, Department of Elder Affairs' procedures and standards when purchasing Information Technology Resources (ITR) as part of any contract or agreement incorporating this Master Contract by reference. An ITR worksheet is required for any computer related item costing $1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. Contractor shall secure written approval through the Council's Contract Manager prior to the purchase of any ITR. Contractor shall not be reimbursed for any purchase made prior to the written approval. The completed ITR worksheet shall be maintained in the Contractor's LAN administrator's file and must be provided to the Council upon request. The Contractor has the responsibility to require any subcontractors to comply with the State of Florida, Department of Elder Affairs' ITR procedures.

36. PUR 1000 Form

The PUR 1000 Form is hereby incorporated by reference and available at: http://www.myflorida.com/apps/vbs/adoc/F7740_PUR1000.pdf.

In the event of any conflict between the PUR 1000 Form and any terms or conditions of any contract or agreement the terms or conditions of any contract or agreement shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

37. Use of State Funds to Purchase or Improve Real Property

Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

38. Dispute Resolution

Any dispute concerning performance of any contract or agreement incorporating this Master Contract by reference that cannot be resolved by agreement of both Parties shall be decided by the Council's Executive Director, who shall reduce the decision to writing and serve a copy on the Contractor, provided, however, that a party is not precluded from filing any action in a state court of competent jurisdiction if the decision of the Council's Executive Director is unsatisfactory to such party.

39. Financial Consequences of Non-Performance

If the Contractor fails to meet the minimum level of service or performance identified in any contract or agreement incorporating this Master Contract by reference, or that is customary for the industry, then the Council must apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to contract or agreement suspension, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, and/or cancellation of any contract or agreement and reacquiring services from an alternate source.

39.1 The Contractor will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the Council and/or the State of Florida, Department of Elder Affairs.

40. No Waiver of Sovereign Immunity

Nothing contained in any contract or agreement incorporating this Master Contract by reference is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

41. Venue

If any dispute arises out of any contract or agreement incorporating this Master Contract by reference, the venue of such legal recourse will be Broward County, Florida.

42. Entire Contract

This Master Contract and any contract or agreement incorporating this Master Contract by reference, contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon the Council or the Contractor unless expressly

contained herein or by a written subsequent contract, agreement and/or amendment to this Master Contract signed by both Parties.

43. Force Majeure

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

44. Severability Clause

The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable the other provisions are severable to that void provision and shall remain in full force and effect.

45. Condition Precedent to Contract Appropriations

The Parties agree that the Council's performance and obligation to pay under any contract or agreement incorporating this Master Contract by reference is contingent upon an annual appropriation by the State Legislature. In the event such an appropriation is not made, the Contractor will not be entitled to file a claims bill.

46. Addition/Deletion

The Parties agree that the Council reserves the right to add or to delete any of the services required under any contract or agreement incorporating this Master Contract by reference when deemed to be in Broward County's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

47. Waiver

The delay or failure by the Council to exercise or enforce any of its rights under any contract or agreement incorporating this Master Contract by reference will not constitute or be deemed a waiver of the Council's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

48. Compliance

The Contractor shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current State statutes, laws, rules and regulations. The Parties agree that failure of the Contractor to abide by these laws shall be deemed an event of default of the Contractor, and subject any contract or agreement incorporating this Master Contract by reference, to immediate, unilateral cancellation of the contract or agreement at the discretion of the Council.

49. Final Invoice

The Contractor shall submit the final invoice for payment to the Council as specified in any contract or agreement incorporating this Master Contract by reference. If the Contractor fails to submit final request for payment as specified in any contract or agreement, then all rights to payment may be forfeited and the Council may not honor any requests submitted. Any payment due under the terms of any contract or agreement incorporating this Master Contract by reference may be withheld until all required documentation and reports due from the Contractor and necessary adjustments thereto have been approved by the Council.

50. Renegotiations or Modifications

Modifications of the provisions of any contract, agreement, and this Master Contract shall be valid only when they have been reduced to writing and duly signed by both Parties. The rate of payment and the total dollar amount may be adjusted retroactively for any contract or agreement incorporating this Master Contract by reference to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Council's operating budget.

51. Suspension of Work

The Council may in its sole discretion suspend any or all activities under this Master Contract and any contract or agreement incorporating this Master Contract by reference, at any time, when in the best interests of the Council to do so. The Council shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the Council shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

52. Termination

52.1 Termination for Convenience

Either party, by written notice to the other party, may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference in whole or in part when the party determines in its sole discretion that it is in the party's interest to do so and reasonable notice, no less than thirty (30) calendar days is provided, unless a sooner time is mutually agreed upon in writing. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. Neither party shall be entitled to recover any cancellation charges or lost profits.

52.2 Termination for Cause

The Council may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference if the Contractor fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of this Master Contract and any contract or agreement incorporating this Master Contract by reference, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated.

Further, this Agreement may be terminated by Contractor for cause. For purposes of this Agreement, "cause" shall mean any material breach of this Master Contract, and failure to cure such breach within thirty (30) days following written notice of such breach.

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform any contract or agreement incorporating this Master Contract by reference arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the

subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtained from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Council. The rights and remedies of the Parties in this clause are in addition to any other rights and remedies provided by law or under this Master Contract.

52.3 All electronically stored records shall be provided to the Council in a format that is compatible with the Council's and the State of Florida, Department of Elder Affairs' information technology systems.

53. Electronic Records and Signature

The Council authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Master Contract and any contract or agreement which incorporates this Master Contract by reference. A Contractor that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the *Uniform Electronic Transaction Act*, Section 668.50, F.S. All electronic records must be fully auditable; are subject to *Florida's Public Records Law*, chapter. 119, F.S.; must comply with Section 28, *Data Integrity and Safeguarding Information*; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by any contract or agreement incorporating this Master Contract by reference.

53.1 The Council's authorization pursuant to this section does not authorize electronic transactions between the Contractor and the Council. The Contractor is authorized to conduct electronic transactions with the Council only upon further written consent by the Council.

53.2 Upon request by the Council, the Contractor shall provide the Council with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Council of any document that was originally in electronic form with an electronic signature must indicate the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

54. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

55. Enforcement

The Council may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor's designation as a Contractor, if the Council finds that:

(1) An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating this Master

Contract by reference, or substantially and negatively affected the operation of services covered under any contract or agreement;

(2) The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;

(3) The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;

(4) The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;

(5) The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this Master Contract and any contract or agreement incorporating this Master Contract by reference;

(6) The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; and/or

(7) The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.

55.1 In the alternative, the Council may, at its sole discretion, take immediate measures against the Contractor, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Contractor on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S.

55.2 In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating this Master Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.

55.3 Use of Service Dollars/Wait List Management

The Contractor is expected to spend all federal, state, and other funds provided by the Council, for the purpose specified in each contract or agreement incorporating this Master Contract by reference. The Contractor must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period, for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to another Contractor during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

55.4 The Contractor agrees to distribute funds as detailed in the service provider application and the Budget Summary, included in each contract or agreement incorporating this Master Contract by reference. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require a contract amendment.

55.5 Surplus/Deficit Report

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council's Contract Manager by the 5th of each month. This report is for all contracts or agreements incorporating this Master Contract by reference between the Contractor and the Council. The report will include the following:

(1) A list of all services and their current status regarding surplus or deficit;

(2) The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/– 1%) will be resolved;
(3) Recommendations to transfer funds to resolve surplus/deficit spending;
(4) Input from the Contractor's Board of Directors on resolution of spending issues, if applicable;
(5) Number of clients currently on Assessed Prioritized Consumer List (APCL), that receive a priority ranking score of 4 or 5; and
(6) Number of clients currently on the APCL designated as Imminent Risk.

56. Official Payee and Representatives (Names, Address, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Master Contract, and mailing address of the official payee to whom the payment will be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under Master Contract is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Contract Manager for the Council for this Master Contract is:	Marie Laurent Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice will be provided in writing to the other party and the notification attached to the originals of this Master Contract.		

57. Selection of A Project Director

57.1 In the event the representative of the Contractor, responsible for administration of the Program (Project Director), resigns, is terminated, or for other reasons, no longer is responsible for the Contract, the Contractor will submit, at a minimum, the names and credentials of three finalists being considered for the Project Director's vacancy. The Council will review and either approve or disapprove the candidates' credentials within ten (10) working days of such notification. Final

selection of the Project Director will be made by the administering agency of the Contractor from the approved listing.

57.2 The qualifications of the person, selected to be a new Project Director, must receive approval by the Council prior to appointment. The following steps constitute the required process:

(1) The Contractor will notify the Council of its recruitment methods. This notification must permit reasonable opportunity for the Council to comment and offer technical assistance on the recruitment plan. The plan must contain:
   a. appropriate and reasonable effort to recruit applicants on a non-discriminatory basis.
   b. information on where, when, how, and how long the vacancy will be advertised.
   c. the methodology for accepting applications.
   d. the methodology for screening applications/applicants.
   e. the criteria which will be applied to determine three-to-five persons qualified for the position.
   f. the education, training, and or experience deemed essential for the position as determined by the Contractor.

(2) The Contractor will provide the Council with the application or resume' of persons deemed best qualified.

(3) Council will, within ten (10) working days, review the application/resume of the candidates and offer comments on their qualifications.

(4) After review and comment by Council, the Contractor is authorized to hire any of the individuals which have been deemed by the Council to meet the qualifications for the Project Director's position.

57.3 If Council determines that none of the proposed candidates meet the qualifications for Project Director, the Contractor must repeat the recruitment cycle.

57.4 The Contractor will repeat the recruitment cycle if the qualifications are judged by the Council to be insufficient.

57.5 At any time there is a vacancy for a Project Director, the Contractor must immediately appoint an "Acting" Project Director, and notify the Council upon appointment. No person may serve as an "Acting" Director for more than 120 calendar days without prior written approval of the Council.

58. All Terms and Conditions Included

This Master Contract and its attachments, I - VIII and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Master Contract will supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Master Contract, the Parties agree that they have read and agreed to the entire contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the Parties hereto have caused this 54- page Contract to be executed by their undersigned officials as duly authorized.

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

BOARD PRESIDENT OR AUTHORIZED DESIGNEE

SIGNED BY

BILL GANZ
NAME

MAYOR
TITLE

12/3/19
DATE

Areawide Council on Aging of
Broward County, Inc.

SIGNED BY

PAULINE GRANT
NAME

PRESIDENT
TITLE

12/3/19
DATE

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

ATTACHMENT I

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council and the State of Florida, Department of Elder Affairs, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the Council and/or the State of Florida, Department of Elder Affairs staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Master Contract, and any contract or agreement incorporating this Master Contract by reference, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Council to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council, the State of Florida Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends $750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Funding Summary indicates federal resources awarded through the Council. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Contractor expends less than $750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than $750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of thirty (30) days after receipt of the audit report or nine (9) months after the end of the Contractor's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of $750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Funding Summary indicates state financial assistance awarded through the Council. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than $750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than $750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I- 5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than nine (9) months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of any contract incorporating this Master Contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR §200.512 by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Additionally, copies of financial reporting packages required by this Master Contract's Financial Compliance Audit Attachment, Part II shall be submitted by or on behalf of the Contractor directly to each of the following:

The Council at the following address:
Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351

The Auditor General's Office at the following address:
State of Florida Auditor General Claude Pepper Building, Room 574
111 West Madison Street, Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this Master Contract and any contract incorporating this Master Contract by reference shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Master Contract and any contract incorporating this Master Contract by reference for a period of six (6) years from the date the audit report is issued, and shall allow the Council and/or the State of Florida, Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO) or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Council and/or the State of Florida, Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO), or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

END OF ATTACHMENT

ATTACHMENT I
EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION
Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Contractor has been determined to be:
_____Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.
__X_ Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.
_____Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS
FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub- recipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:
2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes* 2 CFR §200.201 – Administrative Requirements**
2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:
2 CFR §200.400 - §200.411 – Cost Principles*
2 CFR §200.100 – Administrative Requirements
2 CFR §200 Subpart F – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:
2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*
2 CFR §200.100 – Administrative Requirements
2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).
**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

Sections 215.97 & 215.971, F.S.
Chapter 69I-5, F.A.C.
State Projects Compliance Supplement Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

END OF EXHIBIT

ATTACHMENT II

CERTIFICATIONS AND ASSURANCES

Council will not award this Master Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of any contract or agreement incorporating this Master Contract by reference, Contractor provides the following certifications and assurances:

A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)
B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
D. Certification Regarding Public Entity Crimes, Section 287.133, F.S.
E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.
G. Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements
H. Verification of Employment Status Certification
I. Records and Documentation
J. Certification Regarding Inspection of Public Records

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

2. Have not within a three-year period preceding this Master Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Master Contract and any contract incorporating this Master Contract by reference was made or entered into. Submission of this certification is a prerequisite for making or entering into this Master Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially

assisted program or activity. Contractor understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.
The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.
Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in Section 287.133, F.S., nor placed on the convicted vendor list.
Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).
As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.
In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not participating in a boycott of Israel.
If any contract or agreement incorporating this Master Contract by reference is in the amount of $1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.
Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Master Contract and any contract or agreement incorporating this Master Contract by reference and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.
If Contractor is unable to certify any of the statements in this certification, Contractor shall attach an explanation to this Master Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR GREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS
1. The Contractor and any subcontractors of services under this Master Contract or any contracts or agreements incorporating this Master Contract by reference have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of

outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Contractor, subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If any contract or agreement incorporating this Master Contract by reference includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any subcontractors of services under any contract or agreement incorporating this Master Contract by reference warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Master Contract or any contract or agreement incorporating this Master Contract by reference, and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to any contract or agreement incorporating this Master Contract by reference utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire contract term. The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract and any contract or agreement incorporating this Master Contract by reference imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or any party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 8.1 and 8.2 of this Master Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council and any attorneys' fees assessed or awarded

against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Master Contract or any contract or agreement incorporating this Master Contract by reference, or services performed thereunder. a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.

2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (State of Florida, Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization **does**___ **does not** X provide for institutional memberships, as referenced in Section J.2. of this Attachment.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available for inspection as stated above.

By execution of this agreement, Contractor must include these provisions (A-J) by reference in all related subcontract agreements (if applicable) and Contractor certifies the representations outlined in parts A through J above, are true and correct.

Signature of Authorized Representative

12/3/19
Date

Director of Active Aging
Title

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

227 NW 2nd Street, Deerfield Beach, FL 33441
Address

ATTACHMENT III

ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1.Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2.Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3.Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4.Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5.Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6.Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7.Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8.Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9.Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), regarding labor standards for federally assisted construction sub agreements.

10.Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000.00 or more.

11.Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12.Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13.Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

14.Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15.Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16.Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.

17.Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

18.Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Representative

12/3/19
Date

Director of Active Aging
Title

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

227 NW 2nd Street, Deerfield Beach, FL 33441
Address

ATTACHMENT IV

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	County: Broward	PSA10
227 NW 2nd Street	Completed By:	
Deerfield Beach, FL 33441	Date	Phone: 954-480-4449

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with Council? If NA or NO, explain. NA ☐ YES ☐ NO ☐

7. Compare the staff composition to the population. Is staff representative of the population? If NA or NO, explain. NA ☐ YES ☐ NO ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population? If NA or NO, explain. NA ☐ YES ☐ NO ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If NA or NO, explain. NA ☐ YES ☐ NO ☐

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If NA or NO, explain. NA ☐ YES ☐ NO ☐

11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If NA or NO, explain. NA ☐ YES ☐ NO ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA ☐ YES ☐ NO ☐

13. Are employees, applicants and participants informed of their protection against discrimination? If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain. NA ☐ YES ☐ NO ☐

14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. NA ☐ NUMBER _____

15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If NA or NO, explain. NA ☐ YES ☐ NO ☐

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain. YES ☐ NO ☐

17. Is there and established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain. YES ☐ NO ☐

18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES ☐ NO ☐

19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain. YES ☐ NO ☐

20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain. YES ☐ NO ☐

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF $50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES ☐ NO ☐

DOEA USE ONLY		
Reviewed By		In Compliance: YES NO*
Program Office		*Notice of Corrective Action Sent ___/___/___
Date	Telephone	Response Due ___/___/___
On-Site Desk Review		Response Received ___/___/___

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.

2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)

3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.

4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.

5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.

6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOEA recipients and their sub-grantees, 45 CFR 80.4 (a).

7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?

8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).

9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).

10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).

11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).

12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the Florida State of Florida, Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility,45 CFR 80.6 (d).

14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.

15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.

16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
    a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
    b. Modify policies and practices that do not meet Section 504 requirements.
    c. Take remedial steps to eliminate any discrimination that has been identified.
    d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.

17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).

18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).

19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).

20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d).

21. Programs/facilities with 50 or more employees and $50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

Social Media Policy

1.0 Purpose

The purpose of this policy is to establish guidelines for the use of social media. This policy must be followed in conjunction with the Department's Computer Use Policy #420.10, Chapter 60L-36, Conduct of Employees, Florida Administrative Code, and any other personnel policies regarding employee conduct.

2.0 Scope

This policy applies to employees, contracted employees, consultants, OPS, and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the Department's computer resource systems must comply with this policy. This policy applies to use of personal social media accounts accessed from both personal and DOEA owned or leased computers and other wireless communication devices such as cell phones and personal digital assistants.

3.0 Policy

Social media is a term commonly used to describe websites and online tools which allow users to interact with each other by sharing information, opinions, knowledge and interests. Social media includes, but are not limited to, blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, SMS (texting), social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube.

The Department recognizes that social media are powerful communications tools that can be used to enhance services, promote collaboration, provide information and for personal enrichment. The Department respects the rights of employees to use these tools as a medium of self-expression. The Department also recognizes that permitting the use of such tools is not without risk, and has developed the following guidelines that employees must observe when using social media.

Please be aware that the Department's official electronic business is primarily conducted via the Department's email system therefore; if employees, contracted employees, consultants, OPS, and volunteers use social media to conduct official Department business then they must provide notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's or entity's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

4.0 Guidelines for Employees

4.1 Respect Department time and property: Use of Department computers and other wireless communication devices are designed and intended to assist the employee in the accomplishment of the employee's job assignments. Social networking must not interfere with the employee's timely performance of work obligations. Reasonable use of social media for personal use is permitted during breaks and lunch. Excessive use of social media during work hours is prohibited and may be grounds for disciplinary action as provided in Chapter 60L-36, Florida Administrative Code.

4.2 Confidential Information: Employees are prohibited from posting any confidential, proprietary, copyrighted, protected health information (PHI) or otherwise legally protected information or materials on their social networking accounts.

4.3 Respectful Communications: State Employees must remember to conduct themselves, on and off the job, in a manner that will not bring discredit or embarrassment to the state, its employees or agents. This includes online activity. See Rule 60L-36.005, Florida Administrative Code. Be respectful when using social media especially in communications and blogs related to or referencing the Department, an affiliate, or partner. Information exchanged on social networking sites can be accessed by vendors, suppliers, and business partners and can be kept on-line, in theory, forever.

a. Employees are prohibited from using social networking accounts to harass, bully, threaten, libel, malign, defame, disparage, or discriminate against co-workers, managers, vendors, or anyone else. Behaviors that constitute harassment and bullying include, but are not limited to, comments that are derogatory with respect to race, religion, gender, sexual orientation, color, age, or disability; sexually explicit or suggestive, humiliating, or demeaning comments; threats to stalk, haze, or physically injure another employee.

b. Supervisors, managers and administrators are cautioned to remember that if they "friend" subordinates, or subordinates of other supervisors, managers, and administrators they need to maintain the same appropriate professional relationship online as in the office.

c. Employees are prohibited from writing about, posting pictures of, or otherwise referring to any other employees without their permission.

d. Employees should refrain from using profane and vulgar language and avoid discussions of conduct that is prohibited by Department policies, such as alcohol or drug use on state property or during work hours.

4.4 Use Personal Email Addresses Only On Social Networking Sites: Department email addresses should be used only for work-related communications. The "elderaffairs.org" address attached to your name implies that you are acting on the Department's behalf and all actions are public and subject to public records laws.

4.5 Remember You Are Responsible For What You Post: You are responsible for any of your online activity conducted either on your own computer or with a Department email address, and/or which can be traced back to the Department's domain, and/or which uses Department assets, networks, and resources.

4.6 Disclaimers on Personal Sites: If you identify yourself as an employee of the Department, please remember to identify your views and opinions as your own. You must note that the views expressed are your own and do not necessarily reflect the views of the Department.

4.7 Monitoring: In conjunction with the Department's Computer Use Policy, the Department reserves the right, at its discretion, to review any employee's electronic files and messages and usage to the extent necessary to ensure that electronic media and services are being used in compliance with the law and with this and other Department policies.

a. Employees must understand that anything they post online from any computer is public and employees should not assume that they have a right to privacy with regards to

electronic communications that are sent, received, created, accessed, obtained, viewed, or stored on the Department's systems.

b. As a matter of policy, however, the Department will not systematically monitor an employee's use of social media unless it is necessary for non-investigatory, work-related purposes, or for investigations of allegations of work-related misconduct.

5.0 Modifications: The Department reserves the right to modify, discontinue or replace the policy or any terms of the policy. The Department will endeavor to give notice of all changes to its Social Media Policy.

6.0 Enforcement: Any employee found to have violated this policy may be subject to disciplinary action, up to and including dismissal, as provided by Rule 60L-36.005, Florida Administrative Code.

7.0 Guidelines for Affiliates Hosting Social Network Sites: This policy applies to any organization or entity affiliated with the Department of Elder Affairs that chooses to maintain a social networking service using the Department's computer resource systems. Please remember that the Department's official electronic business is primarily conducted via the Department's email system and not through social media.

7.1 Development and Maintenance: Organizations or entities affiliated with the Department must use good judgment and professionalism when creating and maintaining a social networking page. Be cognizant that what is posted by the organization reflects on the Department.

7.2 Post Accurate Information: The organization or entity must post accurate information and promptly correct any misinformation posted.

7.3 Removal of Inappropriate Content: The organization must be responsible for screening and removing content that is offensive, rude, discriminatory, vulgar, libelous, or in any other respect violates this Department policy or its contracts.

7.4 Public Records: All content on the organization's or entity's page, including information about the organization's friends list, is subject to disclosure under Florida's Public Record Act. Therefore, the organization or entity must post a notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

7.5 Retention of Records: The organization or entity is required to have the capacity to electronically archive or store all communications sent or received on social networking sites that involve Department business. Entities must follow the public records retention schedule as set forth in the State of Florida General Records Schedule for State and Local Government Agencies. The Department's Information Technology department is available to assist if needed.

7.6 Communications: Any communications on any social networking site regarding Department business is subject to Florida's Government in the Sunshine Law. For example, members of a council, board or commission may not engage on any social networking site in a discussion of matters that foreseeably will come before the council, board or committee for official action.

ATTACHMENT VI

Provider's State Contracts List

REPORT PERIOD: From _____
To _____

PROVIDER INFORMATION:

Name: _____ Phone #: _____

Address: _____ Email: _____

FEID: _____ Contact: _____

	Contract #	Contract/Program Name	State Agency/Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
6									$ -
7									$ -
8									$ -
9									$ -
10									$ -
11									$ -
12									$ -
13									$ -
14									$ -
15									$ -
16									$ -
17									$ -
18									$ -
19									$ -
20									$ -
								Total	

SIGNATURE: _____ DATE: _____

TITLE: _____

ATTACHMENT VII

DEPARTMENT OF ELDER AFFAIRS STATE OF FLORIDA

BACKGROUND SCREENING

Affidavit of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Serving Health Insurance Needs of Elders Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. *See* §§ 435.02, 430.0402, Fla. Stat.

- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____, _____, _____, _____
Street Address *City* *State* *ZIP code*

I, _____ do hereby affirm under penalty of perjury
Name of Representative

that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

_____ _____
Signature of Representative Date

STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____ (Name of Representative) who is personally known to me or produced _____ as proof of identification.

_____ _____
Print, Type, or Stamp Commissioned Name of Notary Public Notary Public

DOEA Form 235, Affidavit of Compliance - Employer, Effective April 2012 Section 435.05(3), F.S.
Form available at: http://elderaffairs.state.fl.us/english/backgroundscreening.php

ATTACHMENT VIII

CONTRACTOR INFORMATION

CONTRACT # _____ **CONTRACT PERIOD:** _____

I. PLANNING & SERVICE AREA: 10

II. COUNTIES TO BE SERVED: BROWARD

III. GENERAL ADMINISTRATIVE INFORMATION

a. Contractor:

Contractor Address:

Telephone:

Fax:

Website:

b. Executive Director or Chief Administrator:

Telephone:

Email Address:

c. President or Head of Governing Body:

Address:

Telephone:

Fax:

Email Address:

d. Program Contacts:

Name:

Title:

Telephone:

Email Address:

Name:

Title:

Telephone:

Email Address:

e. Fiscal Contacts:

Name:

Title:

Telephone:

Email Address:

Name:

Title:

Telephone:

Email Address:

f. Person(s) authorized to sign reports and/or contracts:

g. Agency's FEID Number: **Agency's DUNS #**

h. AUDIT DUE DATE: Audit(s) are due by the end of the Ninth month following the end of the agency's fisca

Contractor Fiscal Year: thru

ATTACHMENT VIII

Business Associate Agreement

This Agreement, made as by and between **Areawide Council on Aging of Broward County** ("Covered Entity"), a Florida corporation, and City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging ("Business Associate").

WHEREAS, the Areawide Council on Aging of Broward County is a Covered Entity as defined in the Privacy Rule adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy Rules).

WHEREAS, the Business Associate has been retained by the Covered Entity to perform a function, activity, or service on behalf of Covered Entity that requires the Business Associate have access to Protected Health Information (PHI).

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the Privacy Rule, the Security Rule Health Information Technology for Economic and Clinical Health Act (HITECH), the Final Rules and any rules or guidance issued by the Secretary from time to time with respect to such security, privacy, use and disclosure requirements.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

Section 1. Definitions.

(a) Breach shall mean the acquisition, access, use or disclosure of protected health information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the protected health information. For purposes of this definition, "compromises the security or privacy of the protected health information" means poses a significant risk of financial, reputational, or other harm to the individual.

(a) HITECH shall mean Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), called the Health Information Technology for Economic and Clinical Health (HITECH) Act, codifies and expands on many of the requirements promulgated by the Department of Health & Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to protect the privacy and security of protected health information (PHI).

(b) Individual means the person who is the subject of protected health information 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(c) Privacy Officer shall mean Ramona Woods, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10213; email: woodsr@adrcbroward.org.

(d) Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

(e) Protected Health Information or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) Required by Law shall have the same meaning as the term "required by law" in 45 CFR 164.103.

(g) Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.
(h) Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI relating to the Covered Entity.

(i) Security Officer shall mean Chris Delez, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10214; email: delezc@adrcbroward.org.

(j) Security Rule shall mean the Health Insurance Reform: Security Standards at 45 CFR Parts 160, 162 and 164.

(k) Underlying Agreement shall mean the services agreement executed by the Covered Entity and Business Associate, if any.

(l) Unsecured PHI means PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under Section 13402 of Public Law 111-5 on the HHS website (45 CFR 164.402).

Section 2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(a) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than provided for by this Agreement.

(b) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this Agreement.

(c) Business Associate agrees to comply with the Security Rules, as required by HITECH, in a manner consistent with the Rule and regulations that may be adopted by relevant federal agencies, to keep all electronic PHI in a secure manner, as required under federal law.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any Security Incident of which it becomes aware. See "Reporting" contained in this Agreement.

(e) Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

(f) Business Associate agrees to make available, in the time and manner designated by Covered Entity, PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, as necessary to satisfy Covered Entity's requirements under 45 CFR 164.524.

(g) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. 164.522, except where such use, disclosure or request is required or permitted under applicable law.

(h) Business Associate agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. 502(b)(1) that such request, use or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. 164.514(e)(2) to accomplish the intended purpose of such request, use or disclosure as interpreted under related guidance issued by the Secretary from time to time.

(i) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity or take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.

(j) Business Associate agrees to make internal practices, books, and records including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

(k) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

(l) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

(m) Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that it is required to comply with the confidentiality, disclosure, breach notification, compliance, and re-disclosure requirements of HITECH, Privacy Rule and the Security Rule to the extent such requirements may be applicable.

(n) Business Associate acknowledges that if it becomes aware of a "pattern of activity or practice" by Covered Entity, or any other Business Associate, that breaches a Business Associate Agreement, but fails to cure that breach, Business Associate shall immediately terminate the relevant agreement, or report the non-compliance to the United States Department of Health and Human Services' Office of Civil Rights.

(o) Business Associate acknowledges that it is subject to compliance audits by the United States Department of Health and Human Services' Office of Civil Rights.

(p) Business Associate shall comply with any and all regulatory requirements which may arise in the future to comply fully with the Privacy Rules, the Security Rule, ARRA, and HITECH, including, but not limited to, restrictions on disclosures to health plans, clarified minimum necessary standards, expanded accounting requirements applicable to electronic health records, revised prohibitions on sales of PHI, and updated marketing and fundraising restrictions. Business Associate shall require that any agent, including a subcontractor, shall also comply with the requirements set forth herein.

(q) Business Associate acknowledges that, pursuant to HITECH, Business Associate, its employees and contractors, and any third party (and their employees, contractors, and further third parties) who may have access to or possession of the Covered Entity's PHI, are subject to regulatory oversight of the various federal and/or state agencies as a Business Associate, and may be subject to both civil and criminal penalties which may arise from violations of this Agreement, the Privacy Rules, the Security Rule, HITECH, and any rules or guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

(r) Business Associate agrees to provide the Covered Entity with notice of a Breach of Unsecured PHI pursuant to the requirements of 45 CFR 164.402. See "Reporting" contained in this Agreement.

(s) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 154, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

(t) Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

Section 3. Permitted Uses and Disclosures by Business Associate

(a) Except as otherwise limited in this Agreement, Business Associate may use and/or disclose PHI only in a manner that is necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.

(b) Business Associate may use or disclose PHI as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.

(d) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(e) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by

law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose(s) for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Section 4. Reporting

As described below, Business Associate shall report to the Covered Entity in writing (a) any use or disclosure of PHI not permitted under 45 CFR section 164, Subpart E, this Agreement, or by law, (b) any Security Incident of which it becomes aware and (c) any Breach of Unsecured PHI in accordance with HITECH, including 42 U.S.C.A. section 17932.

(a) Reporting Security Incidents or Improper Uses or Disclosures. Business Associate shall make the report to the Covered Entity's Privacy Officer (or to the Security Officer in the event of a Security Incident) within 3 business days after Business Associate learns of such unauthorized use or disclosure or Security Incident. Business Associate's report shall: (1) identify the nature of the unauthorized use or disclosure or Security Incident including the date of the Security Incident or unauthorized use or disclosure and date of discovery; (2) identify the PHI affected; (3) identify who made or caused the unauthorized use and/or received the unauthorized disclosure and/or participated in the Security Incident, if known; (4) identify what Business Associate has done or shall do to mitigate any deleterious effect of the Breach, unauthorized use or disclosure or Security Incident; (5) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure or Security Incident; and (6) provide such other information, including a written report, as reasonably requested by the Privacy Officer or Security Officer. Any Security incident or unauthorized use or disclosure of PHI that is a Breach of Unsecured PHI shall be reported as required under subsection (b) below.

(a) Notification of a Breach. Pursuant to HITECH, including 42 U.S.C.A. section 17932, and regulations under 45 CFR Parts 160 and 164, as amended, Business Associate shall provide written notice to the Covered Entity's Privacy Officer of any Breach of Unsecured PHI within 3 business days after Business Associate discovers the Breach. Business Associate shall conduct the risk assessment to determine whether a Breach occurred. Business Associate's report to the Covered Entity shall identify or describe: (1) the affected Individual(s) whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed; (2) the incident, including the date of the Breach and the date of the discovery of the Breach, if known; (3) who made or caused the Breach/unauthorized use and/or received the unauthorized disclosure; (4) the types of Unsecured PHI involved in the Breach; (5) any specific steps the Individual(s) should take to protect him or herself from potential harm related to the Breach; (6) what the Business Associate is doing to investigate the Breach, to mitigate losses and to protect against further Breaches; (7) contact procedures for how the Individual(s) can obtain further information from Business Associate; and (8) such other information, including the risk assessment analysis prepared by Business Associate, as reasonably requested by the Covered Entity's Privacy Officer.

Section 5. Obligations of Covered Entity

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

(a) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures under this Agreement.

(b) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this Agreement.

(c) With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been accessed, acquired, used or disclosed as a result of such breach, except when law enforcement requires a delay pursuant to 45 CFR 164.412:

1. Without unreasonable delay and in no case later than 60 days after discovery of a breach.
1. By notice in plain language including and to the extent possible: a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; a description of the types of Unsecured PHI that were involved in the breach; any steps Individual(s) should take to protect themselves from potential harm resulting from the breach; a brief description of what the Covered Entity involved is doing to investigate the Breach, mitigate the harm to Individual(s), and to protect against any further Breaches; and, contact procedures for Individual(s) to ask questions or learn additional information which shall include a toll-free telephone number, an e-mail address, web site or postal address.
2. Use a method of notification that meets the requirements of 45 CFR 164.404(d).
3. Provide notice to the media when required under 45 CFR 164.405 and to the Secretary pursuant to 45 CFR 164.408.

Section 6. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy & Security Rule if done by Covered Entity.

Section 7. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the date the Covered Entity signs this Agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either (1) provide an opportunity for Business Associate to cure the breach and then terminate the Underlying Agreement if Business Associate does not cure the breach within time period specified by the Covered Entity or (2) terminate the Underlying Agreement immediately. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination. (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement or the Underlying Agreement for any reason, Business Associate shall return or destroy all

PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate and subcontractors shall retain no copies of the PHI. (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties, that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Section 8. Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the Privacy & Security Rule means the section as is currently effect or as may be amended from time to time, and for which compliance is required.

(a) Indemnification. Business Associate shall release, defend, indemnify and hold Covered Entity harmless from and against any claims, fees, losses, and costs, including, without limitation, reasonable attorneys' fees and costs, that Covered Entity may sustain as a result of, or arising out of (i) a breach of this Agreement by Business Associate or its agents or Subcontractors, including, but not limited to, any unauthorized use, disclosure or breach of PHI, (b) Business Associate or its subcontractor's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitation, failure to perform Business Associate's obligations under this Agreement, the Privacy Rule or the Security Rule or any other applicable law or rule.

(b) Remedies. The parties acknowledge that breach of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if Covered Entity has actual notice of an intended breach, Covered Entity shall be entitled to a remedy of specific performance and/or injunction refraining Business Associate from violating or further violating this Agreement. The parties agree the election of the Covered Entity to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right the Covered Entity may have to recover damages.

(c) Amendment. The parties agree to take such action as is necessary to amend this Agreement and the Underlying Agreement if necessary from time to time as is necessary to comply with the requirements of the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, ARRA the HITECH Act, the HIPAA rules and any other applicable laws. Regardless of written amendment to this Agreement or the Underlying Agreement, the parties agree to comply with all applicable laws

(d) Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement and/or Underlying Agreements, as shall the rights of access and inspection of Business Associate by Covered Entity.

(e) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules, HIPAA, ARRA, the HITECH Act, the HIPAA Rules and any other applicable law.

(f) Governing Law; Conflict. This agreement shall be enforced and construed in accordance with the laws of the State of Florida. Jurisdiction of any litigation with respect to this Agreement shall be in Florida, with venue in a court of competent jurisdiction located in Pinellas County. In the event of a conflict between the terms of this Agreement and the terms of any of the Underlying Agreements, the terms of this Agreement shall control.

(g) Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.

(h) Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.

(i) Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.

Areawide Council on Aging of Broward County (Covered Entity):

Pauline Grant — 12/3/19

Signature of Authorized Representative — Date

PAULINE GRANT

Printed Name

PRESIDENT

Title

Contractor (Business Associate):

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

227 NW 2nd Street, Deerfield Beach, FL 33441 — 954-480-4449

Address — Phone

[signature] — 12/3/19

Signature of Authorized Representative — Date

Donna DeFronzo

Printed Name

Director of Active Aging

Title

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-680

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

Agenda Date: 11/10/2020

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Amendment to Grant Agreement H0329 with the State of Florida, Division of Emergency Management for the Hazard Mitigation Grant Program City Hall Wind Retrofit and Drainage Project to extend the Agreement end date to August 31, 2021; providing an effective date.

Recommended Action
Commission to vote on Resolution

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

Background/History

The City is a subrecipient of the FY 18 Hazard Mitigation Grant Program ("HMGP") award for Phase 1 of the City Hall Wind Retrofit & Drainage Project (the "Project") from the Florida Division of Emergency Management ("FDEM") in the amount of $158,985.75. HMGP, administered by the Federal Emergency Management Agency ("FEMA"), helps communities implement hazard mitigation measures that reduce the risk of loss and property from future disasters. On January 3, 2020, the City entered into grant agreement H0329 with FDEM for the Project (the "Agreement").

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

Current Activity

In June, the City requested an amendment to the Agreement for a project extension due to the timeframe in which the Agreement was executed and project delays caused by the coronavirus pandemic. FDEM granted the City's project extension request. On August 17, 2020 the City Commission approved an amendment to the Agreement extending the end date from August 31, 2020 to February 28, 2021 via Resolution 2020/105. However, the State was unable to fully execute the amendment by the Agreement expiration date of August 31, 2020. Consequently, FDEM has granted the City an amendment to re-instate Agreement and extend the Agreement end date further to August 31, 2021 (the "Amendment").

The City anticipates completing the drainage component of the project by mid-November, and submitting the wind retrofit RFQ documents to FDEM for review upon full execution of the Amendment.

Recommendation

It is recommended that City Commission approve and authorize execution of the Amendment to Agreement with FDEM to extend the Agreement end date to August 31, 2021.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO GRANT AGREEMENT H0329 WITH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT FOR THE HAZARD MITIGATION GRANT PROGRAM CITY HALL WIND RETROFIT AND DRAINAGE PROJECT TO EXTEND THE AGREEMENT END DATE TO AUGUST 31, 2021; PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, FDEM approved the City's request for extension of the Agreement, but was unable to fully execute the amendment to extend the Agreement by the August 31, 2020; and

WHEREAS, FDEM has agreed to amend the Agreement to reinstate the Agreement and extend the Agreement end date to August 31, 2021; and

WHEREAS, City staff recommends approving and authorizing execution of an Amendment to the Agreement with FDEM, attached as Exhibit "A," to reinstate the Agreement and extend the end date of the Agreement to August 31, 2021 (the "Amendment").

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

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

Section 2. The City Commission hereby approves the Amendment to the Agreement with FDEM, attached as Exhibit "A," to reinstate the Agreement and extend the end date of the Agreement to August 31, 2021.

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

_____
BILL GANZ, MAYOR

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

Contract Number: H0329

Project Number: 4337-240-R

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

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

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

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

WHEREAS, the Agreement expired on August 31, 2020; and

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

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

1. The Agreement is hereby reinstated and extended as though it had never expired.

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

   8) PERIOD OF AGREEMENT

   This Agreement shall begin January 3, 2020 and shall end August 31, 2021, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

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

SUB-RECIPIENT: CITY OF DEERFIELD BEACH

By:_____

Name and Title: _____

Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By:_____

Name and Title: Jared Moskowitz, Director

Date: _____

Attachment A

1st Revision)

Budget and Scope of Work

STATEMENT OF PURPOSE:

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

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

PROJECT OVERVIEW:

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

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

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

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

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

Wind protections shall be provided on any other opening such as vents, louvers and exhaust

fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specification.

TASKS D ELIVERABLES:

A) Tasks:

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

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

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

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

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

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

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

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

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

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

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

a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.

b) Construction Plans and bid documents.

c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.

d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.

e) Color maps including topographical, aerial, and ground disturbance.

f) Color photographs of the project area and areas of ground disturbance.

g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

h) Copy of the United States Army Corps of Engineers (USACE) permit or No Permit Required notification.

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

j) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.

3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

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

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

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges

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

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

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

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

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

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

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

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

B) <u>Deliverables:</u>

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

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

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient

shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

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

D) Environmental:

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

5) Tribal Consultation shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:

   a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude decimal degree format) of the proposed construction areas and staging areas.

   b) Previous and current use of proposed project area.

   c) Any known site work or historic uses for the proposed location.

   d) Any available studies that may have taken place on the property.

6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.

7) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.

8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.

9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

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

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

FEMA awarded this project on August 09, 2019; with a Pre-Award date of May 23, 2018; this Agreement was executed on January 03, 2020 and the Period of Performance for this project shall end on **August 31, 2021.**

F) FINANCIAL CONSEQUENCES:

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

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State/Local Contracting:	3	Months
Bidding / Local Procurement:	6	Months
Design Specifications:	9	Months
Permitting / Survey:	4	Months
Deliverables Submitted to FDEM:	2	Months
Total Period of Performance:	**24**	**Months**

BUDGET

Line Item Budget*

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

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

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

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

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

Funding Summary

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

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-681

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

Agenda Date: 11/10/2020 **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 submission of an application to the Florida Division of Emergency Management for the Federal Emergency Management Agency Fiscal Year 2020 Hazard Mitigation Assistance, Building Resilient Infrastructure and Communities Grant Program; authorizing the expenditure of matching funds; authorizing execution of the Grant Agreement; providing an effective date.

Recommended Action
Commission to vote on Resolution

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

Background/History

The City of Deerfield Beach would like to submit an sub-application to the Florida Division of Emergency Management ("FDEM") for the Federal Emergency Management Agency ("FEMA") FY 20 Hazard Mitigation Assistance, Building Resilient Infrastructure and Communities ("BRIC") grant program, which provides funding for eligible mitigation activities that reduce disaster losses and protect life and property from future disaster damages. The competitive grant will fund up to $50 million per sub-application through national competition for mitigation projects. A local match of 25% is required.

Florida local government sub-applications are due to FDEM by November 12, 2020. Upon submission, the State's programmatic, technical, and environmental team will review the sub-application and request additional information as needed. If the required criteria are met, the sub-application will be submitted to FEMA for funding consideration by the application deadline, January 29, 2021.

Current Activity

The City is seeking funding to replace and upgrade the fiber optics network, an essential part of the communications infrastructure at the Water Plant (the "Project"). The existing fiber optic cables are outdated, in poor condition, and difficult to maintain and troubleshoot. The goal of the Project is to mitigate communication failures, which puts the plant at risk for shutting down.

Water systems are considered one of the nation's critical infrastructures. Consequently, the City has prioritized this Project and hired Intranet Communications Group, Inc. in July 2020 to review, identify, trace, and test all the installed fiber optic cables at the water plant. ICG completed the evaluation in September 2020. A report of the findings includes, but isn't limited to, the following:

- Of the 200 strands of fiber optic cables evaluated, 60% failed testing;
- Color code standards for the industry have not been followed; and
- Fiber equipment is exposed to weather events.

Based on the aforementioned, the Project meets the BRIC program's eligibility criteria. Grant funding is necessary to complete the Project, particularly since the coronavirus pandemic has negatively impacted the City's fiscal health. The Project's estimated cost is $146,233.33. The cost estimate is attached and excludes an estimated $5,000 in permitting cost. If awarded, the grant will cover 75% of the project cost ($109, 675); matching funds is an estimated $36,558.33.

The City is currently developing the sub-application to meet FDEM's November 12, 2020 due date.

Recommendation

It is recommended that City Commission authorize submission of a sub-application to FDEM for FEMA's FY 20 BRIC grant program and execution of the grant agreement, if awarded.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SUBMISSION OF AN APPLICATION TO THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE FEDERAL EMERGENCY MANAGEMENT AGENCY FISCAL YEAR 2020 HAZARD MITIGATION ASSISTANCE, BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES GRANT PROGRAM; AUTHORIZING THE EXPENDITURE OF MATCHING FUNDS; AUTHORIZING EXECUTION OF THE GRANT AGREEMENT; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Federal Emergency Management Agency ("FEMA") FY 20 Hazard Mitigation Assistance, Building Resilient Infrastructure and Communities Grant Program (the "BRIC Program") provides funding for eligible mitigation activities that reduce disaster losses and protect life and property from future disaster damages; and

WHEREAS, Florida local governments must submit sub-applications to FDEM by November 12, 2020 for the BRIC Program; and

WHEREAS, upon submission, the State's programmatic, technical, and environmental team will review the sub-application, and if the required criteria are met, the sub-application will be submitted to FEMA for funding consideration by the application deadline of January 29, 2021; and

WHEREAS, the City is seeking funding to replace and upgrade the fiber optics network, an essential part of the communications infrastructure at the Water Plant (the "Project"); and

WHEREAS, the City hired a consultant to review, identify, trace, and test all the installed fiber optic cables at the water plant; and

WHEREAS, based on the consultant's findings, the Project meets the BRIC Program's eligibility criteria; and

WHEREAS, the Project's estimated cost is $146,233.33 and the BRIC Program requires 25% matching funds in the amount of $36,558.33; and

WHEREAS, if awarded, the BRIC Program grant will cover 75% of the Project cost in the amount of $109,675.00 (the "Grant"); and

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

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

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

Section 2. The City Commission hereby approves the submission of the Application to FDEM for the Grant in the amount of $109,675.00 for the Project. The City Manager is authorized to sign and submit the Application.

Section 3. If the Grant is awarded, the City Commission hereby authorizes the appropriate City officials to execute a Grant agreement with FDEM, subject to the terms of the Grant agreement being acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. If the Grant is awarded, the City Commission hereby authorizes the expenditure of matching funds in the amount of $36,558.33.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

_____

BILL GANZ, MAYOR

ATTEST:

_____

SAMANTHA GILLYARD, CMC, CITY CLERK

Intranet Communications Group, Inc.
3500 NW 2nd Avenue, #727
Boca Raton, FL 33431
(561) 367-7276

Proposal

DATE	ESTIMATE NO.
10/27/2020	87057

NAME / ADDRESS	Ship To
City of Deerfield Beach. 200 Goolsby Blvd. Deerfield Beach, FL 33442	Waste Water Treatment Plant 200 Goolsby Boulevard Deerfield Beach, FL 33442 Hamid R. Nikvan 954-298-2148

TERMS	PROJECT
	West Water Treatment Plant

ITEM	QTY	DESCRIPTION	COST	TOTAL
		SCOPE OF WORK Design and Installation for work associated with a fiber optic cabling (FOC) upgrade for the Waste Water Treatment Facility		
Labor	84	Project Management and BICSI RCDD design services	95.00	7,980.00
Labor	280	Senior Technician & Project Supervisor/Foreman	65.00	18,200.00
Labor	264	Level 2 Labor for the installation, termination and testing of the FOC	55.00	14,520.00
Labor	21	Administrative labor	55.00	1,155.00
Corning	10,100	012TU4-T4780D20 - OM3 Gel- Free Altos OSP 12 - FOC	2.587	26,128.70
Corning	2,000	036TU4-T4780D20 - OM3 Gel Free Altos OSP 36 - FOC (Minimum order quantity required)	7.67	15,340.00
Corning	600	024TU4-T4780D20 - OM3 Gel Free Altos OSP 24 FOC	5.031	3,018.60
Corning	1	CCH 04U - 4 U LIU Rackmount Fiber Enclosure	331.50	331.50
Corning	7	CCH-CS12-AD-P00TE - 12 Fiber OM3 LC Splice Cassettes	533.00	3,731.00
Corning	74	FAN-BT25-12 - 12 Fiber Fan Out Kit	18.85	1,394.90
Corning	840	2806031-01 - Splice Sleeves	1.04	873.60
Corning	1	Wall Mount Lockable Network Cabinet	976.22	976.22
Corning	59	SPH-CS12-AD-P00TE, Single Panel Housing Pigtailed 12F LC OM3	643.50	37,966.50
Corning	67	SPH-DIN-KIT SPH DIN Rail Kit	30.74507	2,059.92
Corning	67	DIN Rail	11.55701	774.32
Miscellaneous	3	Mule Tape # 31-314	519.33667	1,558.01
Miscellaneous	3	HD Pulling String	58.21333	174.64
Miscellaneous	24	Ideal Yellow 77 # 31-358	21.33292	511.99
Miscellaneous	2	Scot Shop Towels - (roll of 12)	47.435	94.87
Corning	60	LC LC OM3 FiberJumpers	39.00	2,340.00
Miscellaneous	1	Consumables	2,103.56	2,103.56

Any changes made by customer after acceptance will be quoted seperately. Unpaid balances later than 30 days invoice may subject to 1.5% monthly interest rate.

Signature required before work can begin. Signing proposal authorizes Intranet Communications Group, Inc. to perform work under the terms and conditions described above.

Proposal is valid for 60 days

Subtotal	$141,233.33
Sales Tax (0.0%)	$0.00
TOTAL	$141,233.33

Accepted By:_____

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-665

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

Agenda Date: 11/10/2020

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Resolution 2020 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Sub-Recipient Agreement with the State of Florida Division of Emergency Management for COVID-19 Pandemic DR-4486 FEMA Public Assistance Grant; authorizing the expenditure of matching funds; authorizing execution of the Grant Agreement; providing an effective date.

Recommended Action
Commission to vote on Resolution

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

Background/History
On March 13, 2020, the President of the United States declared the ongoing Novel Coronavirus Disease 2019 ("COVID-19") pandemic of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"). State, Territorial, Tribal, local government entities, and certain private non-profit organizations are eligible to apply for public assistance.

Current Activity
The City, like other localities, is beginning the subgrant agreement process while they sort out their CARES Act and FEMA expenses separately. The State is required to provide one-half of the required match and the City is required to provide the other half of the required match. To receive obligated funds for eligible FEMA Public Assistance projects, the City is required to execute a Sub-Recipient Grant Agreement with the State of Florida Department of Emergency Management ("FDEM"). If all of the City's COVID related expenses are covered by the CARES Act, the City can withdraw from FEMA reimbursement consideration at any time.

Recommendation
Adopt the resolution.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A SUB-RECIPIENT AGREEMENT WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR COVID-19 PANDEMIC DR-4486 FEMA PUBLIC ASSISTANCE GRANT; AUTHORIZING THE EXPENDITURE OF MATCHING FUNDS; AUTHORIZING EXECUTION OF THE GRANT AGREEMENT; PROVIDING AN EFFECTIVE DATE

WHEREAS, on March 13, 2020, the President of the United States declared the ongoing Novel Coronavirus Disease 2019 ("COVID-19") pandemic of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"); and

WHEREAS, State, Territorial, Tribal, local government entities and certain private non-profit organizations are eligible to apply for public assistance; and

WHEREAS, the State is required to provide one-half of the required match and the City is required to provide the other half of the required match; and

WHEREAS, to receive obligated funds for eligible FEMA Public Assistance projects, the City is required to execute a Sub-Recipient Grant Agreement with the State of Florida Department of Emergency Management ("FDEM"), attached as Exhibit "A" (the "Grant Agreement"); and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve and authorize execution of the Grant Agreement with FDEM, attached as Exhibit "A," for FEMA Public Assistance funds.

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

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

Section 2. The City Commission hereby approves the Grant Agreement with FDEM, attached as Exhibit "A," for FEMA Public Assistance funds.

Section 3. The City Commission hereby authorizes the expenditure of matching funds.

Section 4. The Mayor is hereby authorized to execute the Grant Agreement with FDEM, attached as Exhibit "A," together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

_____
BILL GANZ, MAYOR

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

Agreement Number:

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following agreement is made and information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	
Sub-Recipient's unique entity identifier:	
Federal Award Date:	March 13, 2020
Subaward Period of Performance Start and End Date (Cat A-B):	01/20/2020 – Attachment B
Subaward Period of Performance Start and End Date (Cat C-G):	01/20/2020 – Attachment B
Amount of Federal Funds Obligated by this Agreement:	
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	
Federal award project description (see FFATA):	Grant to eligible Sub-recipient as determined by FEMA
Name of Federal awarding agency:	Dept. of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)
Name of pass-through entity:	Florida Division of Emergency Management (FDEM)
Contact information for the pass-through entity:	2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.036 Public Assistance
Indirect cost rate for the Federal award:	See by 44 C.F.R. 207.5(b)(4)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and

_____ (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Sub-Recipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below;

D. The Division, as the pass-through entity and fiduciary of such Federal funding, reserves the right to demand that the Sub-Recipient comply with all applicable State and Federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections; and

E. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

Performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” For this event, FEMA recognizes that noncompetitive procurements may be necessary to save lives, to protect property and public health, and to ensure public safety, as well as to lessen or avert the threat of a catastrophe. The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist.

a. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for 1) Emergency protective measures under FEMA's Public Assistance Program and 2) Use of FEMA non-disaster grant funds by non-state recipients and sub-recipients to respond to or address COVID-19. These noncompetitive contracts must comply with Federal guidance addressing exigency and emergency procurement.

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B to this Agreement ("Program Statutes and Regulations"). Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Kim Schoffel
Title Program Supervisor
Bureau of Recovery
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 815-4448
Email: Kim.Schoffel@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

_____
_____
_____
Telephone: _____
Email: _____

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the Recipient's grants management system. Only the Authorized or Primary Agents identified in Attachment D to this Agreement ("Designation of Authority") may authorize addition or removal of agency users.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with Attachment A to this Agreement ("Budget and Scope of Work").

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Sub-Recipient contractual obligations to be completed. This agreement will begin upon execution by both parties and shall end upon closeout of the Sub-Recipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe during which the Sub-Recipient may incur new obligations to carry out the work authorized under this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for allowable costs incurred during the period of performance. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specified agreement period. The C.F.R. requirement is more restrictive and will take precedence over the State requirement. The period of performance for this agreement begins with the first day of the Incident Period for the disaster applicable to the agreement and **ends six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement or extended in accordance with Attachment G Paragraph 5. If any extension request is denied by the Recipient, or is not sought by the Sub-Recipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension. Failure to complete a project is adequate cause for the termination of funding for that project and requires reimbursement to the Recipient of any and all project costs.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Sub-recipient for DR-4486.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. Pursuant to section 252.37, Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon

a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. The affected Local government shall be required to provide one-half of the required match prior to receipt of such financial assistance.

d. The Executive Office of the Governor may approve a waiver, subject to the requirement for legislative notice and review under section 216.177, Florida Statutes, of all or a portion of the required match for public assistance projects for Local governments if the Executive Office of the Governor determines that such a match requirement cannot be provided, or that doing so would impose a documented hardship on the Local government, and if the Local government applies for the waiver within the first 18 months after the disaster is declared.

e. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient. The Recipient will provide funds on a cost reimbursement basis to the Sub-Recipient for eligible activities approved by the Recipient and the Federal Awarding Agency, as specified in Attachment A of this Agreement ("Budget and Scope of Work"), which also outlines the maximum reimbursement amount for each deliverable.

f. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)." The Sub-Recipient must complete Attachment "D" by designating at least three agents to execute any Requests for Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient. Attachment D must be completed electronically and submitted via email to rpa.help@em.myflorida.com. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

g. In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from the grants management system may not be received and could result in failure to meet time periods to appeal a Federal determination.

h. The Division will review all requests for reimbursement by comparing the documentation provided by the Sub-Recipient in the grants management system against a performance measure, outlined in Attachment A of this Agreement ("Budget and Scope of Work"), that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

i. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as,

"a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

j. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If authorized by the Federal Awarding Agency, and if the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-Employee agreement, or an established policy of the Sub-Recipient in affect at the time of the disaster event. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

k. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (at the time of the execution of this agreement: $6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

l. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period

and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

m. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit or applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the five (5)-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal Awarding Agency, cognizant agency for audit, oversight agency for audit,

cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal Awarding Agency or pass-through entity, the (five) 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal Awarding Agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the

Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the State and Local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency), in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge, qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of Attachments A and B to this Agreement (“Budget and Scope of Work” and “Program Statutes and Regulations” respectively), and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:
http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and any applicable close-out reports. These reports shall include the current status and progress by the Sub-Recipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subgrantee Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with Attachment A to this Agreement ("Budget and Scope of Work").

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information as required by the Federal Awarding Agency or the Division.

(13) MONITORING

a. The Division shall monitor the performance of the Sub-Recipient under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved.

A review shall be done for each function or activity in Attachment A to this Agreement ("Budget and Scope of Work") and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope reviews, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies as set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any

previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) days of providing written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein.

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement.

c. Withhold or suspend payment of all or any part of a request for payment.

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”). For this event, FEMA recognizes that noncompetitive procurements may be necessary to save lives, to protect property and public health and to ensure public safety, as well as to lessen or avert the threat of a catastrophe.” The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for 1) Emergency protective measures under FEMA's Public Assistance Program and 2) Use of FEMA non-disaster grant funds by non-state recipients and sub-recipients to respond to or address COVID-19.

b. If the Sub-Recipient contracts with any contractor or vendor for performance of

any portion of the work required under this Agreement, the Sub-Recipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Sub-Recipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Sub-Recipient shall monitor and document, in the Attachment J of this Agreement ("Quarterly Report"), the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Sub-Recipient shall ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes.

e. The Sub-Recipient may request guidance concerning procurement activity from the Division, but shall also use its own judgment to determine compliance with all applicable rules and statutes.

(19) PAYMENTS

a. Requests for Reimbursement (RFR) serve as invoices for the purposes of section 215.422, Florida Statutes and shall include the supporting documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final RFR shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first.

b. Any advance payment made under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by a program specific waiver. If an advance payment is requested, the budget data upon which the request is based, and a justification statement shall be submitted along with this agreement at the time of execution by completing Attachment H of this Agreement ("Justification of Advance Payment"). The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within thirty (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

c. If the necessary funds are not available to fund this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(20) EXPEDITED PROJECTS

The Division and the Federal Awarding Agency have established an Expedited Projects Program in order to help affected counties, municipalities, and private-non-profits recover from COVID-19. This program provides funding for 50% of the eligible scope of work for project versions of selected Expedited Category B projects. These amounts will be subject to the cost sharing requirements applicable for the disaster.

a. PROGRAM REQUIREMENTS

Each eligible Sub-Recipient can request to include Category B: Emergency Protective Measures projects in this expedited program. The work claimed must have been performed during the Public Health Emergency.

FEMA makes the final eligibility determination regarding project work and costs under the Expedited Program. In order to be eligible for this funding, these projects must be a "large" project with eligible scope of work totaling $131,100 or more.

b. FUNDING

Funding will be provided at 50% of estimated costs incurred through an eligible scope of work for included projects, during the periods of performance. Any and all expedited projects will ultimately require a full validation through the grants management process for all costs incurred.

c. PARTICIPATION NOTIFICATION

The Sub-Recipient is responsible for notifying the State Public Assistance Officer (SPAO) of its intent to participate in the program. The Sub-Recipient notifies the SPAO by submitting the notification of their intention to participate via email to ExpeditedProjects@em.myflorida.com and the SPAO will then notify FEMA . Once that email correspondence is made, the project development will be tracked through Grants Portal and all payments will be made using the workflows in FDEM's Grants Management System.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this agreement are due no later than thirty (30) days from notification by the Division of funds due.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by the Federal Awarding Agency or any other source, upon a determination by the Recipient or the Federal Awarding Agency that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient. The Sub-Recipient understands and agrees that the Recipient may offset any funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in its grants management system.

c. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", must include the invoice number and the

applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

d. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, the Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft; whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of the said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of

$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email to the assigned grant manager) the completed Attachment C of this Agreement ("Certification Regarding Debarment") for the Sub-Recipient and a screenshot reflecting such self-check via the Federal System for Award Management (SAM) clearinghouse through the website www.sam.gov. Sub-Recipient shall also perform this check for any and all intended contractor or subcontractor which Sub-Recipient plans to fund under this Agreement. A screenshot of the clearinghouse results for each intended contractor or subcontractor should be maintained by the Sub-Recipient and provided to the Division upon request. The check must be completed before the Sub-Recipient enters into a contract covering the scope of work outlined in the PWs with any contractor or subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount unless otherwise governed by program specific waiver.

k. The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law. This provision is only applicable to subrecipients receiving a state cost share.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) <u>LOBBYING PROHIBITION</u>

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such

property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) NONDISCRIMINATION BY CONTRACTORS

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Sub-Recipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Sub-Recipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

(27) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E to this Agreement ("Statement of Assurances").

(28) DUPLICATION OF BENEFITS PROHIBITED

a. The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

b. The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

c. The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Recipient determines the Sub-Recipient has received duplicate

benefits, the Sub-Recipient gives the Grantee/ Recipient the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively or at law to recover such benefits.

(29) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 – Funding Sources
ii. Attachment A – Budget and Project List
iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
iv. Attachment C – Certification Regarding Debarment
v. Attachment D – Designation of Authority
vi. Attachment E – Statement of Assurances
vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
viii. Attachment G – Public Assistance Program Guidance
ix. Attachment H – Federal Funding Accountability and Transparency Act (FFATA) Reporting
x. Attachment I – Mandatory Contract Provisions
xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
xii. Attachment K – Justification for Advance Payment

Agreement Number:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: _____

By: _____

Name: _____

Title: _____

Date: _____

FEID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Jared Moskowitz, Director

Date: _____

EXHIBIT – 1

FUNDING SOURCES

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: $ _____

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2018 V3.1- effective for all emergencies and major disasters declared on or after August 23, 2017.
    - Link here: https://www.fema.gov/media-library/assets/documents/111781

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Stafford Act, FEMA Public Assistance Program and Policy Guide, 2018 V3.1 and approved Project Worksheet(s) (PW). Eligible work is classified into the following categories:
   Emergency Work
   Category A: Debris Removal
   Category B: Emergency Protective Measures
   Permanent Work
   Category C: Roads and Bridges
   Category D: Water Control Facilities
   Category E: Public Buildings and Contents
   Category F: Public Utilities
   Category G: Parks, Recreational, and other Facilities

2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will be in violation of the terms of the Agreement.

Attachment A

Budget and Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated at the time of execution are:

DR-4486			Sub-Recipient: Deerfield Beach, City of								
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
		DR-4486 Total:	$0.00		$0.00		$0.00		$0.00		

Attachment B

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and reasonableness of associated costs. The sub-recipient is required to complete all eligible Projects and submit appropriate supporting documentation for emergency protective measures, debris removal, repair or replacement of Disaster damaged facilities, as approved by FEMA.

When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). A Sub-Recipient may receive more than one PW and each will contain a separate Project. Budget and Project List – Attachment A of this Agreement will be modified quarterly, as necessary, to incorporate new PWs or PW versions. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

Incident End Date

As of 5/21/2020 the incident is ongoing. The parties hereby agree that the end date of the incident, as determined by FEMA at a future date, will be established as the end date for this incident. Any documents or memoranda issued by FEMA establishing the end date for this incident is hereby incorporated by reference, and the parties agree to include any such documents into this agreement without any need to execute an amendment to this agreement. The parties do not agree to change any other terms in this agreement without express written approval.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Sub-recipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Large Project Deliverables
Reimbursement requests will be submitted separately for each Large Project. Reimbursement for Large Project costs shall be based on the percentage of completion of the individual Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project, and shall be clearly identified by the Project Number as generated by FEMA. Requests which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 95% of the total eligible amount will be paid upon acceptance and is contingent upon:

- Timely submission of Quarterly Reports (due 15 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) and supported by documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this agreement. Adjustments to the invoicing schedule must be approved in advance in writing by the Division Grant Manager.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).
- Sub-Recipient shall include a sworn Affidavit **or** American Institute of Architects (AIA) forms G702 and G703, as required below.
    - A. Affidavit. The Sub-Recipient is required to submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the following:

the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

- B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Sub-Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

Five percent (5%) of the total eligible amount (including Federal, State and Local shares) for each payment request will be retained until the final Request for Reimbursement (or backup for advance expenditure) has been verified as acceptable by the Division's Grant Manager, which must include dated certification that the Project is 100% complete. Further, all required documentation must be available in FDEM Grants Management System prior to release of the retained amount, to include permits, policies & procedures, procurement and insurance documents. At such time all required activities and documentation requirements have been verified as performed and met, the Sub-Recipient may request the total retained amount.

Small Projects Deliverables
Small projects will be paid upon obligation of the Project Worksheet and execution of the subgrant agreement. Sub-Recipient must initiate the Small Project Closeout in FDEM Grants Management System within thirty (30) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into FDEM Grants Management System, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:
For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, State and Local requirements, the Division shall withhold a portion of the funding up to the full amount.

2 CFR 200.338 and section 215.971, Florida Statutes, requires the Division, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Sub-Recipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks. The Division shall apply the following financial consequences in these specifically identified events:

Work performed outside the Period of Performance –
Based on 2 C.F.R. Section 200.309, a Sub-Recipient may be reimbursed for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Division.

If the Sub-Recipient does not anticipate finishing the work within the original period of performance, it must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Sub-Recipient's control (Attachment G).

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Division will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance.

Failure to submit quarterly reports timely – Pursuant to 2 C.F.R. Section 328, the Division is responsible for oversight of the operations of the Federal award supported activities. Section 215.971, Florida Statutes provides the Division must monitor the activities performed under Federal awards to assure compliance with applicable Federal and State requirements and gain assurances that performance expectations are

being achieved. Paragraph (12) of the subgrant agreement requires the Sub-Recipient to submit a quarterly report that identifies the progress made on the project and will at a minimum include details regarding the status of all work in progress, work that has been completed, and work that has yet to begin. All work must be performed and completed in accordance with the Scope of Work. The report will also provide a detailed breakdown that supports the expenditure of funds under this Agreement, as well as any other information requested by the Division. These reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. In the event that a Sub-Recipient fails to timely submit this report, the Division will enforce the following:

- Withhold 0.1 percent of the entire eligible amount obligated every day the report is late OR
- Withhold $500.00, whichever is less.

The Division retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

With respect to any Sub-recipient of the State, which receives funds under this Agreement from the Federal government, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and

3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:

a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Sub-recipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Sub-recipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Sub-recipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By: _____ _____

Signature | Sub-Recipient's Name

_____ _____

Name and Title | DEM Contract Number

_____ _____

Street Address

_____

City, State, Zip

_____

Date

Attachment D

DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the State team; a note should be entered in FDEM Grants Management System if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed, and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Sub-Grantee:

Box 1: Authorized Agent (Full Access)	**Box 2: Primary Agent** (Full Access)
Agent's Name Bill Ganz	Agent's Name Tamara Baker
Signature	Signature
Organization / Official Position Mayor	Organization / Official Position Chief Accounting Officer
Mailing Address 150 NE 2nd Avenue	Mailing Address 150 NE 2nd Avenue
City, State, Zip Deerfield Beach, FL 33441	City, State, Zip Deerfield Beach, FL 33441
Daytime Telephone (954) 480-4263	Daytime Telephone (954) 798-9497
E-mail Address web.commission@deerfield-beach.com	E-mail Address tbaker@deerfield-beach.com
Box 3: Alternate Agent (Full Access)	**Box 4: Other-Finance/Point of Contact** (Full Access)
Agent's Name Stephanie Finsley, CPA, CPFO, CGFM	Official's Name Nadine Elisma
Signature X	Signature
Organization / Official Position Chief Financial Officer	Organization / Official Position Accountant
Mailing Address 150 NE 2nd Avenue	Mailing Address 150 NE 2nd Avenue
City, State, Zip Deerfield Beach, FL 33441	City, State, Zip Deerfield Beach, FL 33441
Daytime Telephone (954) 420-5571	Daytime Telephone (954) 480-4225
E-mail Address stinsley@deerfield-beach.com	E-mail Address nelisma@deerfield-beach.com
Box 5: Other-Risk Mgmt-Insurance (Full Access)	**Box 6: Other-Environmental-Historic** (Full Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

Sub-Grantee Authorized Agent Signature

Date

DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Sub-Grantee:	**Date:**
Box 7: **Other** (Read Only Access)	**Box 8:** **Other** (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 9: **Other** (Read Only Access)	**Box 10:** **Other** (Read Only Access)
Agent's Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 11: **Other** (Read Only Access)	**Box 12:** **Other** (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Sub-Grantee's Fiscal Year (FY) Start:	**Month:** October **Day:** 1
Sub-Grantee's Federal Employer's Identification Number (EIN)	59-6000305
Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes:	Florida Division of Emergency Management
Sub-Grantee's: FIPS Number (If Known)	- -

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

Attachment E

STATEMENT OF ASSURANCES

1) The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.

2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:

    a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.

    b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.

    c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.

3) The Sub-Recipient further assures it will:

    a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not, it will request a waiver from the Governor to cover the cost.

    b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and Local regulations.

    c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.

    d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.

    e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.

    f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.

    g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:

   i. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and,

   ii. By complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

j. With respect to demolition activities:

   i. Create and make available documentation sufficient to demonstrate that the Sub-Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;

   ii. Return the property to its natural state as though no improvements had been contained thereon;

   iii. Furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Sub-Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;

   iv. Provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;

   v. Provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;

   vi. Leave the demolished site clean, level, and free of debris;

   vii. Notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;

   viii. Obtain all required permits;

   ix. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;

   x. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;

   xi. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and,

   xii. Provide documentation of public notices for demolition activities.

k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be

responsible for conducting inspections to ensure compliance with these specifications by the contractor.

l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for $500,000^{00} or more.

m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.

n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

4) The Sub-Recipient agrees it will comply with the:

a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or Local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.

c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.

d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.

f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed workweek.

g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.

h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The State's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.

k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.

l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead-based paint in construction of rehabilitation or residential structures.

n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.

o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.

p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Sub-Recipient, this assurance shall obligate the Sub-Recipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.

r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.

t. Provisions of all appropriate environmental laws, including but not limited to:

i. The Clean Air Act of 1955, as amended;

ii. The Clean Water Act of 1977, as amended;

iii. The Endangered Species Act of 1973;

iv. The Intergovernmental Personnel Act of 1970;

v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;

vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;

vii. The Fish and Wildlife Coordination Act of 1958;

viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;

ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.

u. The provisions of all Executive Orders including but not limited to:

i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.

ii. EO 11514 (NEPA).

iii. EO 11738 (violating facilities).

iv. EO 11988 (Floodplain Management).

v. EO 11990 (Wetlands).

vi. EO 12898 (Environmental Justice).

For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988. This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees.

FOR THE SUBGRANTEE/SUB-RECIPIENT:

_____

Signature

_____

Printed Name and Title Date

Public Assistance Alternative Procedures for Permanent Work Pilot (Version 4)

FEMA Recovery Policy FP 104-009-7

BACKGROUND

Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, (Stafford Act)[1] authorizes FEMA to award Public Assistance (PA) funding based on fixed estimates. This version 4 of the *Public Assistance Alternative Procedures for Permanent Work Pilot* (Pilot) policy supersedes version 3 and the Alternative Procedures Project language in Chapter 2.VII.G of the *Public Assistance Program and Policy Guide*[2] (PAPPG). All other portions of the PAPPG apply except where specifically stated otherwise.

PURPOSE

The purpose of this policy is to define the framework and requirements to ensure appropriate and consistent implementation.

PRINCIPLES

A. Increase flexibility in the administration of such assistance by allowing Applicants to use funds in a manner that best meets their specific needs for recovery, long-term resiliency, and future preparedness.

B. Simplify the delivery of assistance and reduce administrative costs associated withPA projects.

REQUIREMENTS

A. FIXED-COST OFFER ACCEPTANCE

Outcome: Enable Applicants to drive their own recovery.

1. FEMA and the Recipient will work with the Applicant to formulate disaster-related damage into projects and reach agreement on the eligible scopes of work (SOW) for allPermanent Work projects. Once agreement is reached on the disaster-related damage and eligible SOW, FEMA or the Applicant will develop a cost estimate in accordance with Section G, *Cost Estimates*.

2. After the cost estimate is developed by FEMA or developed by the Applicant and validated by FEMA as being reasonable and eligible based on the work required to address the disaster-related damage, FEMA will transmit a fixed-cost offer via its Grants Manager/Portal to the Applicant for acceptance.

[1] Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.
[2] www.fema.gov/media-library/assets/documents/111781

3. The total fixed-cost amount is established based on the aggregate of:
    a. The estimated cost to restore disaster damaged facilities to pre-disaster design (size and capacity) and function in accordance with eligible codes and standards; and
    b. The estimated cost for cost-effective hazard mitigation measures associated with the actual restoration SOW to be implemented.
4. If the Applicant accepts the fixed-cost offer for a Large Project, it is considered a Pilot Project and the Applicant will:
    a. Not be required to rebuild the facilities back to what existed prior to the disaster.
    b. Be allowed to share funds across all of its Pilot Projects.
    c. Not be required to track costs to specific work items.
    d. Not be required to track costs or work to specific Pilot Projects since funds can be shared across all of its Pilot Projects.
    e. Be allowed to retain and use excess funds to reduce risk and improve future disaster operations (subject to timely closeout).
    f. Be eligible for cost-effective hazard mitigation on replacement projects.

B. DEADLINES

Outcome: Increase speed of recovery through timely agreement on fixed-cost offers.

1. Applicants have no more than 18 months from the disaster declaration date to:
    a. Determine the actual SOW and hazard mitigation measures to be implemented; and
    b. Accept a fixed-cost offer for each project (also subject to 30-day deadline from receipt, see B.2).
2. Each time FEMA transmits a fixed-cost offer, the Recipient and Applicant will have a combined total of 30 calendar days from the date of FEMA's transmittal of the fixed-cost offer to accept the offer (not to exceed the 18-month deadline). Any projects without accepted fixed-cost offers by the 30-day and 18-month deadlines will be processed using standard PA policies and procedures and funded in accordance with Title 44 Code of Federal Regulations §206.205.
3. Time extensions to accept fixed-cost offers must be approved by FEMA's Assistant Administrator for Recovery.

C. HAZARD MITIGATION

Outcome: Promote resiliency through inclusion of hazard mitigation.

1. When the Applicant is restoring a facility to pre-disaster function, size, capacity, and location, FEMA evaluates the proposed hazard mitigation SOW and cost-effectiveness based on the criteria in Chapter 2.VII.C of the PAPPG.
2. When the Applicant is restoring the function, but changing the pre-disaster capacity of a facility (Improved Project), the proposed hazard mitigation SOW is developed based onthe actual SOW to be implemented; however, the cost-effectiveness is evaluated based on the fixed-cost amount accepted for the pre-disaster restoration SOW. If the capacity is

increased, the proposed hazard mitigation SOW and cost is limited to the SOW and cost necessary to mitigate to the pre-disaster capacity of the damaged facility.

3. Applicants must complete the approved hazard mitigation in order to retain the fixed-cost amount accepted for hazard mitigation.

D. USE OF FUNDS

Outcome: Increase effectiveness of assistance through increased flexibility and expanded use of funds.

1. Applicants may use fixed-cost funds, including any excess funds across all Pilot Projects.
2. Applicants may request to use fixed-cost funds for any of the activities defined as eligible under the *Use of Fixed-Cost Funds* column in the table below. Once FEMA approves and the Applicant completes the SOW associated with these activities, the Applicant may use any excess funds for the expanded list of eligible activities listed under the *Use of Excess Funds* column.
3. Any excess funds remaining after the approved SOW is complete may be used for cost-effective activities that reduce the risk of future damage, hardship, or suffering from a major disaster, and activities that improve future PA operations or planning. The Applicant must submit a proposed SOW for use of any excess funds, along with a project timeline to the Recipient within 90 days of the date the last Alternative Procedures Project was completed. The Recipient must forward the request to FEMA within 180 days of date the last Alternative Procedures Project was completed. FEMA will evaluate the proposed use of excess funds for reasonableness to ensure prudent use of funds. FEMA will also evaluate the submitted project timeline and approve an appropriate deadline for project completion, not to exceed the overall disaster period of performance.
4. The following table lists examples of eligible and ineligible types of work and costs when using fixed-cost funds and excess funds.

Type of Work or Cost (all work or costs listed must otherwise be eligible for PA)	Use of Fixed-Cost Funds	Use of Excess Funds
Restoration of disaster-damaged facilities and equipment	Eligible	Eligible
Restoration of disaster-damaged facilities in undeclared areas within the same State or Tribal area	Ineligible	Eligible
Alternate Projects (e.g., purchasing equipment, constructing new facilities, improvements to undamaged facilities such as shelters and emergency operation centers) in declared areas	Eligible	Eligible
Cost-effective hazard mitigation measures for undamaged facilities	Ineligible	Eligible
Covering future insurance premiums, including meeting obtain and maintain (O&M) insurance requirements, on damaged or undamaged facilities	Ineligible	Eligible

Work on facilities that are ineligible due to a failure to meet previous O&M requirements	Ineligible	Ineligible
Conducting or participating in training for response or recovery activities, including Federal grants management or procurement courses	Ineligible	Eligible
Planning for future disaster response and recovery operations, such as developing or updating plans (e.g., Debris Management Plans, Hazard Mitigation Plans, Pre-disaster Recovery Plans, Emergency Management/Operation Plans), integrating these plans into other plans, preparedness activities, exercises, and outreach	Ineligible	Eligible
Salaries for PA or emergency management staff. This may include but is not limited to staff performing PA grant administration, monitoring, and closeout activities for other PA disaster grants, and staff developing or updating disaster plans	Ineligible	Eligible
Paying down debts	Ineligible	Ineligible
Covering operating expenses	Ineligible	Ineligible
Covering budget shortfalls	Ineligible	Ineligible
Covering the non-Federal cost share of FEMA projects or other Federal awards	Ineligible	Ineligible

E. SCOPE OF WORK CHANGES

Outcome: Reduce administrative burden by simplifying requirements for changes to a SOW.

1. Once the SOW is approved and a fixed-cost offer is accepted:
   a. The Applicant must notify FEMA prior to making SOW changes that involve:
      i. Buildings or structures that are 45 years of age or older;
      ii. Ground disturbing activities; or
      iii. Work in or near waterways.
   b. With exception of buildings or structures that are 45 years of age or older, theApplicant does not need to notify FEMA when it intends to make changes that substantially conform to the approved SOW. Changes that substantially conform include items, such as:
      i. Substitutions in material type (e.g., pre-cast concrete vs. steel beam, stainless steel vs. galvanized fasteners); or
      ii. Interior floor plan reconfigurations (e.g., adding, moving, or removing rooms/features).
   c. If the Applicant wishes to change the SOW to the extent that it changes the hazard mitigation, such changes must be approved within the 18-month deadline and the fixed-cost offer amount will be adjusted to reflect the revised hazard mitigation SOW.

F. ENVIRONMENTAL AND HISTORIC PRESERVATION

Outcome: Ensure all projects are compliant with environmental and historic preservation (EHP) laws, regulations, and executive orders.

1. FEMA will conduct EHP compliance reviews on the actual SOW to be implemented. EHP review needs to occur prior to FEMA approval and prior to the Applicant starting anywork that has potential to impact the environment, historic properties, or archaeological resources. This includes, but is not limited to, demolition, site preparation, and ground disturbing activities.

2. The Applicant must comply with all applicable EHP laws, regulations, and Executive Orders in accordance with the FEMA Directive 108-1, *Environmental Planning and Historic Preservation Responsibilities and Program Requirements*, and accompanying Instruction. Non-compliance with EHP conditions and requirements may result in the deobligation of funds.

G. COST ESTIMATES

Outcome: Develop fixed-costs based on accurate cost estimates.

1. FEMA or the Applicant may develop cost estimates as follows:
   a. FEMA will prepare its estimates using the Cost Estimating Format (CEF) and will include the CEF contingency factor "Applicant Reserve for Change Orders."
   b. Applicant-submitted estimates must comply with Chapter 3.II.D of the PAPPG. FEMA will evaluate Applicant-submitted estimates using the *Public Assistance: Reasonable Cost Evaluation Job Aid*. This Job Aid includes a checklist in Appendix A: *Validation of Applicant-Provided Cost Estimates*, which FEMA will use to review and validate cost estimates.
   c. The estimate must be based on the current phase of design or construction inclusive of any known costs.
   d. If eligible work has been completed at the time the cost estimate is developed that portion of the fixed amount will be based on the actual cost.
   e. The cost estimate must include a reduction to account for any anticipated insurance proceeds based on the Applicant's insurance policy, or if known, the actual insurance proceeds.

2. A FEMA-funded, independent panel of cost estimating experts may review project estimates. The review will be limited to issues pertaining to the estimated cost and the panel will not make decisions related to the eligibility of work. However, it may make determinations about whether cost elements are requiredto execute the SOW. The panel may review cost documentation for completed work, if necessary.
   a. FEMA may request the independent panel review for any cost estimate.
   b. Applicants may request the panel review the estimate for any project with an estimated Federal share of at least $5 million.
   c. All project estimates with an estimated Federal share of $25 million or greater will be reviewed by the independent panel.

d. The panel will complete its review before FEMA transmits the fixed-cost offer.

H. INSURANCE

Outcome: Ensure FEMA assistance does not duplicate insurance proceeds.

1. Fixed-cost amounts will be reduced to avoid duplication with insurance proceeds in accordance with Chapter 2.V.P.1 of the PAPPG. This includes any necessary adjustments at closeout.
2. All insurable facilities for which funds are used (including excess funds) are subject to O&M requirements in accordance with Chapter 2.VII.A of the PAPPG. If the Applicant does not comply with the O&M requirement, FEMA will deobligate the fixed amounts related to the non-compliance and the facilities for which the Applicant failed to comply will not be eligible for future PA funding.

I. CLOSEOUT REQUIREMENTS

Outcome: Reduce the administrative costs associated with closeout by simplifying closeout documentation requirements and incentivize timely closeout.

1. Work must be completed by the end of the latest Pilot Project period of performance and the Recipient must certify that all incurred costs are associated with the approved SOW and that the Applicant completed all work in accordance with FEMA regulations and policies. The Recipient must submit its certification to FEMA within 180 days of the Applicant completing its last Pilot Project or the latest Pilot Project deadline, whichever occurs first, in order for the Applicant to retain and use any excess funds.
2. The closeout certification must include a final report of Pilot Project costs and documentation to support the following:
   a. Summary of actual work completed;
   b. Mitigation measures achieved, if applicable;
   c. Compliance with EHP requirements;
   d. Compliance with the O&M insurance requirement;
   e. Summary of total actual costs to complete the Pilot Projects;
   f. Compliance with Federal procurement procedures; and
   g. Actual insurance proceeds received.
3. Applicants do not need to track costs to specific work items. Applicants only need to substantiate and certify that all claimed costs are related to the overall work deemed eligible for the Pilot Projects.
4. Applicants must comply with the requirements of 2 CFR Part 200, including document retention.

J. APPEALS

FEMA will not consider appeals on a Pilot Project unless it is related to a cost adjustment made by FEMA after the fixed-cost offer is accepted (i.e., related to insurance, non-compliance, or an audit). Any disagreement on damage, SOW, or cost must be resolved

prior to accepting a fixed-cost offer. Additionally, time extension denials on a Pilot Project are not appealable.

K. AUDITS

The U.S. Department of Homeland Security's Office of Inspector General and the U.S. Government Accountability Office have authority to audit any project. Once the Applicant signs the fixed-cost offer, FEMA may still adjust funding due to audit findings.

L. PILOT POLICY VERSUS STANDARD PA POLICY

The following table summarizes the differences between the Alternative Procedures Pilot policy and the standard PA policy:

Alternative Procedures Policy	Standard Policy
Fixed-cost project with use of excess funds.	Actual cost project. No retention of excess funds associated with the approved estimate.
May use funds across all Pilot projects.	Can only use funds toward the specific work identified in each specific project.
After FEMA approves a SOW, approval is only required for changes that involve buildings or structures aged 45 years or older, ground disturbing activities, or work in or near water.	After FEMA approves a SOW, approval is required for any change to the SOW.
Do not need to track costs associated with changes to the SOW.	Must track costs associated with all changes to the SOW.
Do not need to track costs to specific work items. Only need to track the total costs associated with the Pilot Projects.	Must track costs specific to each work item within each individual project.
Do not need to track work to specific Pilot Projects. Only need to substantiate that the work is related to the approved SOW covered in the Pilot Projects.	Must track all work to each individual project.

Keith Turi
Assistant Administrator, Recovery Directorate

August 29, 2019
Date

ADDITIONAL INFORMATION

REVIEW CYCLE

This policy will be reviewed, reissued, revised or rescinded by the Assistant Administrator of Recovery within 4 years of the date of signature on this policy.

AUTHORITIES

Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.,* as amended.

QUESTIONS

Direct questions to Tod Wells, Acting Director, Public Assistance Division, at Tod.Wells@fema.dhs.gov.

Attachment G

PUBLIC ASSISTANCE PROGRAM GUIDANCE

1. GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM

Sub-Recipients must use the Grantee's/Recipient's web-based project management system, to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient. The Sub-Recipient is required to have working knowledge of the FDEM Grants Management System.

2. PROJECT DOCUMENTATION

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the FDEM Grants Management System website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at $5,000^{00}$ or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

3. PROJECT AMENDMENTS

Project Amendments may be requested by the Sub-Grantee/Sub-Recipient, in FDEM Grants Management System, on both small and large projects, to:

1) New Time Extension;
    a) Requests for Time Extensions within the Grantee/Sub-Recipient's authority
    b) Requests for Time Extensions not within the Grantee/Sub-Recipient's authority
2) New Project Amendment;
    a) Requests for Alternate Projects; and/or
    b) Requests for Improved Projects; and/or
    c) Requests for Mitigation Opportunities; and/or
    d) Requests for Revised Scope of Work; and/or
    e) Significant Cost Variance (>20%); and/or
    f) Use of Eligible Excess Funds
3) New Project Appeal

a) Applicant Appeal
   i) Request First Appeal; and/or
   ii) Request Second Appeal; and/or
   iii) Request Appeal via Arbitration
b) Project Appeal
   i) Large Project Appeal
      (1) Request First Appeal; and/or
      (2) Request Second Appeal; and/or
      (3) Request Appeal via Arbitration
   ii) Small Project Appeal
      (1) Small Project Netting

4. PROJECT RECONCILIATION AND CLOSEOUT

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and,
- Copies of any Recipient time extensions.

Large Projects

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG and guidance provided at http://www.fema.gov/alternative-procedures and in the referenced disaster specific guidance attached hereto.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

Small Projects

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for

completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or,
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.
To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

For COVID-19 DR-4486, projects that are under $131,100.00 are considered small projects. In coordination with FEMA, the Division will accept a self-certification of small projects in lieu of project documentation for permanent work projects (Categories C-G). The self-certification will require the applicant to certify that the damaged facility is eligible, the scope of work is eligible, and that the funds will be expended in accordance with State and Federal law. A copy of the self-certification is attached hereto.

This self-certification will be completed during project development in Grants Portal prior to obligation. Once the project is obligated, the Division will reimburse the project without a request for reimbursement. However, in order to close out the project, the applicant must provide before and after photos of the project.

5. TIME EXTENSIONS

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for **Emergency Work** is six (6) months from the declaration date. The deadline for **Permanent Work** is eighteen (18) months from the declaration date.

Deadlines for Completion of Work	
Type of Work	Months
Emergency Work	6
Permanent Work	18

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a Time Extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and,
- The project timeline with the projected completion date.

Within its discretion, set out by 44 C.F.R. §206.204, the Division will grant a time extension for all emergency work, or Category A (debris removal) and B (emergency protective measures) work, by three (3) months. This extends the period of performance for all applicants designated for Category A and B work.

This time extension does not apply to Permanent Work projects. For Permanent Work projects, the applicant will need to submit a time extension request via. the FDEM Grants Management System once the project is obligated by FEMA. If the Division grants the time extension request, the grant will be retroactive.

It may extend Emergency Work projects by six (6) months and Permanent Work projects by thirty (30) months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those projects for temporary facilities.

FEMA generally considers the following to be extenuating circumstances beyond the Applicant's control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances within the control of the Applicant and not justifiable for a time extension:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA de-obligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved SOW and the completed work is distinct from the uncompleted work, FEMA only de-obligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only de-obligates the amount related to the facility that the Applicant did not restore.

Time Extension requests should be submitted prior to current approved deadline, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline/project schedule in support of requested time
- Basis for time extension request:
    - Delay in obtaining permits
        - Permitting agencies involved and application dates
    - Environmental delays or limitations (e.g., short construction window, nesting seasons)
        - Dates of correspondence with various agencies
        - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
    - Specific details
- Other reason for delay
    - Specific details

Submission of a Time Extension request does not automatically grant an extension to the period of performance. Without an approved Time Extension from the State of FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

6. INSURANCE

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that if Public Assistance funding is obligated for work that is subsequently determined to be covered by

insurance and/or other sources of funding, FEMA must de-obligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than $5,000^{00}$.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states, "If the Applicant does not comply with the requirement to obtain and maintain insurance, FEMA will deny or de-obligate PA funds from the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

7. COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

8. FUNDING FOR LARGE PROJECTS

Although Large Project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of all costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Sub-Recipient requesting this reimbursement must include:

a) A Request for Reimbursement (available in the FDEM Grants Management System);

b) A Summary of Documentation (SOD) which is titled Reimbursement Detail Report in the FDEM Grants Management System and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and,

c) The FDEM Cost Claim Summary Workbook (found in the Forms section of the FDEM Grants Management System), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

9. ADVANCES

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.

2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.

3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.

4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.

5. The Sub-Recipient must complete a Request for Reimbursement (RFR) via the FDEM Grants Management System no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.

6. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.

7. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:

a) The Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;

b) The Sub-Recipient must submit to the Recipient the budget supporting the request.

8. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;

9. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment only if permissible in accordance with 2 C.F.R. § 200.305(b). Advance payments are only permissible if in compliance with 2 C.F.R. § 200.305(b), and PAAP projects are no exception.

10. DESIGNATION OF AGENT

The Sub-Recipient must complete Attachment D by designating at least three (3) agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

NOTE: This is very important because if contacts are not updated, notifications made from FDEM Grants Management System may not be received and could result in failure to meet time periods to appeal a Federal determination.

11. DUNS Q&A

What is a DUNS number?
The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

Who needs a DUNS number?
Any ***institution*** that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

How do I get a DUNS number?
Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.
1-866-705-5711

What do I need before I request a DUNS number?
Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and ad dress for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

How much does a DUNS number cost?
There is no charge to obtain a DUNS number.

Why does my institution need a DUNS number?

New regulations taking affect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

How do I see if my institution already has a DUNS number?
Call the toll-free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

Should we use the +4 extension to the DUNS number?
Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

Is there anything special that we should do for multi-campus systems?
Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

What should we do if our institution has more than 1 DUNS number?
Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

Are there any exceptions to the new DUNS number rules?
Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement.

Who at my institution is responsible for requesting a DUNS number?
This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically, this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

Who do we contact if we have questions?
If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at sswab@omb.eop.gov.

12. Substitute Form W-9

For the purpose of this Agreement, a Sub-Recipient is also a Vendor.
The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting

are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at https://flvendor.myfloridacfo.com.

13. Small, Women Owned and Minority Owned Businesses

2 CFR 200.321 requires a non-Federal entity take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Attachment H

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a subaward (Agreement) that obligates $25,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: _____

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ _____

OBLIGATION/ACTION DATE: _____

SUBAWARD DATE (if applicable): _____

DUNS#: _____

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Complete eligible Projects for repair or replacement of Disaster damaged facilities.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. 1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; AND, (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

FEMA

CONTRACT PROVISIONS TEMPLATE

FEMA Office of Chief Counsel

Procurement Disaster Assistance Team

INTRODUCTION

If a non-Federal entity (state or non-state) wants to use federal funds to pay or reimburse their expenses for equipment or services under a contract, that contract **must** contain the applicable clauses described in Appendix II to the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326. In addition, there are certain contract clauses which are recommended by FEMA.

This document outlines the federally required contract provisions in addition to FEMA-recommended provisions.

- For some of the required clauses, sample language or references to find sample language are provided.
- Sample language for certain required clauses (remedies, termination for cause and convenience, changes) is not provided since these must be drafted in accordance with the non-Federal entity's applicable local laws and procedures.
- For the clauses which require that exact language be included, the required language is provided. Those clauses are specifically identified below.

Please note that the non-Federal entity alone is responsible for ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

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Required Contract Provisions: Quick Reference Guide

KEY
Required/Recommended Provision ☐
Required/Recommended Provision and Required Exact Language ☐
Not Required for PA Awards (Grants) ☐

	Required Provision	Contract Criteria	Sample Language?
1.	Legal/contractual/administrative remedies for breach of contract	> Simplified Acquisition Threshold ($250k)	No. It is based on applicant's procedures.
2.	Termination for cause or convenience	> $10k	No. It is based on applicant's procedures.
3.	Equal Employment Opportunity	Construction work	Yes. 41 CFR Part 60-1.4(b)
4.	Davis Bacon Act	Construction work	**Not applicable to PA grants**
5.	Copeland Anti-Kickback Act	Construction work > $2k	**Not applicable to PA grants**
6.	Contract Work Hours and Safety Standards Act	> $100k + mechanics or laborers	Yes. 29 CFR 5.5(b)
7.	Rights to inventions made under a contract or agreement	Funding agreement	**Not applicable to PA grants**
8.	Clean Air Act and Federal Water Pollution Control Act	>$150k	Yes
9.	Debarment and Suspension	All	Yes
10.	Byrd Anti-Lobbying Amendment	All (>$100k: Certification)	Yes. Clause and certification
11.	Procurement of Recovered Materials	Applicant is a state or political subdivision of a state. Work involves the use of materials.	Yes

Recommended Contract Provisions: Quick Reference Guide

	Recommended Provision	Contract Criteria	Sample Language?
1.	Access to Records	All	Yes
2.	Contract Changes or Modifications	All	No. It depends on nature of contract and end-item procured.
3.	DHS Seal, Logo, and Flags	All	Yes
4.	Compliance with Federal Law, Regulations and Executive Orders	All	Yes
5.	No Obligation by Federal Government	All	Yes
6.	Program Fraud and False or Fraudulent Statements or Related Acts	All	Yes

REQUIRED CONTRACT PROVISIONS

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. **It DOES NOT apply to the FEMA Public Assistance Program**.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

> Compliance with the Copeland "Anti-Kickback" Act.
>
> a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
>
> b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
>
> c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (**write in the name of the Federal agency or the loan or grant recipient**) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it **DOES NOT apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "fundingagreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as

amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the (**name of applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the (**name of the applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative

agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although"covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension

clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (**insert name of recipient/subrecipient/applicant**). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (**insert name of recipient/subrecipient/applicant**), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any

Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracyof each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   1. Competitively within a timeframe providing forcompliance with the contract performance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

RECOMMENDED CONTRACT PROVISIONS

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, **FEMA recommends** the following:

1. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

b. Suggested Language.

Access to Records. The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide (**insert name of state agency or local or Indian tribal government**), (**insert name of recipient**), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or

his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the (**write in name of the non-federal entity**) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. Suggested Language.

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, anddirectives.

c. Suggested Language.

"This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

5. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. Suggested Language.

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, orany other party pertaining to any matter resulting from thecontract."

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to thecontract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. Suggested Language.

"The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Attachment J
DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non-Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.
- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.

- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.

- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.

- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

_____ _____

Sub-Recipient Agency Date

_____

Signature

_____

Printed Name & Title

Attachment K

JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:
If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Agreement**
Example: PW#00001(0)	***Contract Work $1,500,000.00 (provide detailed justification).***
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

_____

_____

_____

_____

_____

_____

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-671

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

Agenda Date: 11/10/2020

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a piggyback contract with Wells Capital Management, Inc. for Investment Management Services utilizing the City of Doral Contract; approving payment to Wells Capital Management in an amount not to exceed $132,000 for services rendered from fiscal year 2017-2020; providing for execution and an effective date.

Recommended Action
Commission to vote on the Resolution

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

Fiscal Impact
Costs: approximately $132K (for services provided from FY2017 through FY2020) which is netted against the interest earnings on the investment
Account Name: Multiple funds - 3611100
Account Number: Interest on Investments

Background/History
The City initiated an investment management and custody account with Wachovia (now Wells Fargo) in January of 1998. In 2005, the Wachovia custody business was sold to U.S. Bank. As part of the agreement in the sale as it pertains to the City, U.S. Bank (custodian) agreed to continue collecting the total monthly fee. In a separate transaction, U.S. Bank would then pass the investment management portion of the overall fee on to Wachovia. The portion not due to Wachovia for investment management was retained by U.S. Bank as the custody fee. In November of 2016, to be effective December 1, 2016, that arrangement changed when U.S. Bank repapered or revamped the custody relationship. As of December 2016, and forward, U.S. Bank charged the City only a flat custody fee. Wachovia (Wells Fargo at this point) should have repapered the investment management portion of the relationship concurrent to the U.S. Bank repapering and started collecting investment management fees for services rendered directly to the City. U.S. Bank continued to prepare monthly fee calculations and provide them to Wells Fargo. In turn, Wells Fargo provided a monthly invoice to U.S. Bank. Upon receipt of those invoices, U.S. Bank continued to pay Wells Fargo as if it was still collecting investment management fees on their behalf. Because fees were still being paid, Wells Fargo was not aware that that U.S. Bank was no longer collecting the investment management portion from the City. As a result, the City has not paid investment

management fees for a little over three years, but U.S. Bank paid out those fees to Wells Fargo. U.S. Bank discovered this discrepancy and Wells Fargo repaid U.S. Bank for those fees paid in error.

Current Activity
Wells Fargo and the City negotiated an amicable agreement for payment of services rendered for the period as of December 1, 2016 through September 1, 2019. Wells Fargo agreed to a reduced payment from approximately $131K to $86K. Along with the estimated $45K in fees due, total amount due for services rendered from FY2017 through FY2020 is $132K. During the period FY2016 through FY2020 the City earned over $2.5M which supported general operations and capital investments as budgeted. We have begun the competitive procurement process for investment management services.

Recommendation
Adopt the Resolution.

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-671

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

Agenda Date: 11/10/2020

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a piggyback contract with Wells Capital Management, Inc. for Investment Management Services utilizing the City of Doral Contract; approving payment to Wells Capital Management in an amount not to exceed $132,000 for services rendered from fiscal year 2017-2020; providing for execution and an effective date.

Recommended Action
Commission to vote on the Resolution

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

Fiscal Impact
Costs: approximately $132K (for services provided from FY2017 through FY2020) which is netted against the interest earnings on the investment
Account Name: Multiple funds - 3611100
Account Number: Interest on Investments

Background/History
The City initiated an investment management and custody account with Wachovia (now Wells Fargo) in January of 1998. In 2005, the Wachovia custody business was sold to U.S. Bank. As part of the agreement in the sale as it pertains to the City, U.S. Bank (custodian) agreed to continue collecting the total monthly fee. In a separate transaction, U.S. Bank would then pass the investment management portion of the overall fee on to Wachovia. The portion not due to Wachovia for investment management was retained by U.S. Bank as the custody fee. In November of 2016, to be effective December 1, 2016, that arrangement changed when U.S. Bank repapered or revamped the custody relationship. As of December 2016, and forward, U.S. Bank charged the City only a flat custody fee. Wachovia (Wells Fargo at this point) should have repapered the investment management portion of the relationship concurrent to the U.S. Bank repapering and started collecting investment management fees for services rendered directly to the City. U.S. Bank continued to prepare monthly fee calculations and provide them to Wells Fargo. In turn, Wells Fargo provided a monthly invoice to U.S. Bank. Upon receipt of those invoices, U.S. Bank continued to pay Wells Fargo as if it was still collecting investment management fees on their behalf. Because fees were still being paid, Wells Fargo was not aware that that U.S. Bank was no longer collecting the investment management portion from the City. As a result, the City has not paid investment

management fees for a little over three years, but U.S. Bank paid out those fees to Wells Fargo. U.S. Bank discovered this discrepancy and Wells Fargo repaid U.S. Bank for those fees paid in error.

Current Activity
Wells Fargo and the City negotiated an amicable agreement for payment of services rendered for the period as of December 1, 2016 through September 1, 2019. Wells Fargo agreed to a reduced payment from approximately $131K to $86K. Along with the estimated $45K in fees due, total amount due for services rendered from FY2017 through FY2020 is $132K. During the period FY2016 through FY2020 the City earned over $2.5M which supported general operations and capital investments as budgeted. We have begun the competitive procurement process for investment management services.

Recommendation
Adopt the Resolution.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A PIGGYBACK CONTRACT WITH WELLS CAPITAL MANAGEMENT, INC. FOR INVESTMENT MANAGEMENT SERVICES UTILIZING THE CITY OF DORAL CONTRACT; APPROVING PAYMENT TO WELLS CAPITAL MANAGEMENT IN AN AMOUNT NOT TO EXCEED $132,000 FOR SERVICES RENDERED FROM FISCAL YEAR 2017-2020; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, Wells Capital Management, Inc. ("Wells") has been providing investment management services to the City for years following the purchase of Wachovia by Wells Fargo; and

WHEREAS, due to changing corporate entities and structures and custodial arrangements over the years, the City does not have a current contract with Wells for investment management services; and

WHEREAS, pursuant to Section 38-133(1)(j) of the City's Procurement Code, the City is authorized to utilize/piggyback contracts of other governmental entities and public procurement units; and

WHEREAS, staff has determined that the most effective and operationally efficient method of procurement of a contract for investment management services while the City initiates a competitive solicitation for the services is to piggyback the competitively solicited City of Doral, Florida contract with Wells (the "Doral Contract"); and

WHEREAS, staff has confirmed that the Doral Contract is effective through January 12, 2021; and

WHEREAS, the City received investment management services from Wells for Fiscal Years 2017 to 2020, and, due to a bank custody arrangement with US Bank as the custodian, the City was not charged and was not paying investment management fees during FY 2017-FY 2020 (the "Service Period") like it had prior to such time period; and

WHEREAS, Wells has agreed to accept reduced fees for the Service Period and has agreed to accept a payment in a total amount not to exceed $132,000 (the "Payment"); and

WHEREAS, Staff recommends that the Commission authorize the Payment and approve a contract with Wells for investment management services utilizing the Doral Contract in an amount not to exceed $40,000 (the "Contract").

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

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

Section 2. The City Commission hereby approves the Contract with Wells, consistent with the terms of the Doral Contract, in an amount not to exceed $40,000.

Section 3. The City Commission hereby approves the Payment to Wells for services rendered from FY 2017-FY2020 in an amount not to exceed $132,000, and the appropriate City staff are authorized to make the Payment.

Section 4. The City Manager is authorized to execute the Contract with Wells, consistent with the terms of the Doral Contract, together with such additional terms and conditions that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

Section 6. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

_____
BILL GANZ, MAYOR

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-687

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

Agenda Date: 11/10/2020 **Status:** DEPARTMENTAL BUSINESS

In Control: City Commission

Title
Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, extending the State of Local Emergency regarding COVID-19 until December 17, 2020; authorizing the City Manager to take appropriate actions; providing an effective date.

Recommended Action
Commission to vote on Resolution

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

Background/History
Novel Coronavirus Disease 2019 ("COVID-19") is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza. On March 9, 2020, Governor DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida due to COVID-19. On March 10, 2020, Broward County (the "County") declared a local state of emergency; and

Section 30-28 of the City of Deerfield Beach Code of Ordinances (the "City Code") empowers the Mayor to declare a state of local emergency by executive order if the Mayor finds that an emergency, as defined in Section 252.34, Fla. Stat., has occurred in the City or that the threat thereof is imminent. COVID-19 poses an imminent threat that may result in substantial injury or harm to the population.

On March 13, 2020, the Mayor issued an Executive Order declaring a State of Local Emergency in the City of Deerfield Beach (the "State of Local Emergency"). Pursuant to Section 30-28 of the City Code, the maximum period of any state of local emergency declared by the Mayor shall be 7 days, but the City Commission may extend the state of local emergency for additional periods of up to 30 days each.

Since March 2020, the Governor, the County, and the City Manager have issued various emergency orders designed to curb the spread of COVID-19; and

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

Current Activity

The City Commission's most recent extension of the State of Local Emergency is set to expire on November 17, 2020, unless further extended. The Governor has issued an Executive Order extended the State of Emergency in the State of Florida due to COVID-19 through November 4, 2020, which date may be further extended. The enclosed Resolution extends the State of Local Emergency until December 17, 2020. Due to the evolving nature of the COVID-19 emergency, continued CDC recommendations regarding social distancing and large gatherings, and the continued phased reopening of businesses, establishments and amenities, a further extension of the Local State of Emergency until December 17, 2020 is proposed.

Recommendation
Staff recommends approval.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, EXTENDING THE STATE OF LOCAL EMERGENCY REGARDING COVID-19 UNTIL DECEMBER 17, 2020; AUTHORIZING THE CITY MANAGER TO TAKE APPROPRIATE ACTIONS; PROVIDING AN EFFECTIVE DATE

WHEREAS, Novel Coronavirus Disease 2019 ("COVID-19") is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida due to COVID-19; and

WHEREAS, on March 10, 2020, Broward County (the "County") declared a local state of emergency; and

WHEREAS, Section 30-28 of the City of Deerfield Beach Code of Ordinances (the "City Code") empowers the Mayor to declare a state of local emergency by executive order if the Mayor finds that an emergency, as defined in Section 252.34, Fla. Stat., has occurred in the City or that the threat thereof is imminent; and

WHEREAS, Section 252.34(4), Fla. Stat., defines an "emergency" to mean "any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property"; and

WHEREAS, COVID-19 poses an imminent threat that may result in substantial injury or harm to the population; and

WHEREAS, on March 13, 2020, the Mayor issued an Executive Order declaring a State of Local Emergency in the City of Deerfield Beach (the "State of Local Emergency"); and

WHEREAS, pursuant to Section 30-28 of the City Code, the maximum period of any state of local emergency declared by the Mayor shall be 7 days, but the City Commission may extend the state of local emergency for additional periods of up to 30 days each; and

WHEREAS, since March 2020, the Governor, the County, and the City Manager have issued various emergency orders designed to curb the spread of COVID-19; and

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

WHEREAS, the City Commission has extended the State of Local Emergency until November 17, 2020; and

WHEREAS, the City is aware of an increase in confirmed cases of COVID-19 within its jurisdictional boundaries, the confirmed cases within Broward County continue to increase daily, and the United States has more total reported cases than any other country; and

WHEREAS, due to the evolving nature of the COVID-19 emergency, continued CDC recommendations regarding social distancing and large gatherings, and the continued phased reopening of businesses, establishments and amenities, the City Commission deems it in the best interest of the City to further extend the State of Local Emergency until December 17, 2020.

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

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

Section 2. Pursuant to Section 30-28 of the City Code, the City Commission hereby extends the State of Local Emergency until December 17, 2020, unless terminated earlier by a vote of four members of the City Commission.

Section 3. The City Manager is hereby authorized to do all things necessary to prepare the City for the State of Local Emergency and to respond to the emergency, including but not limited to exercising the City Manager's emergency powers provided for in Section 30-29 of the City Code.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

_____

BILL GANZ, MAYOR

ATTEST:

_____

SAMANTHA GILLYARD, CMC, CITY CLERK

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-684

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

Agenda Date: 11/10/2020 **Status:** DEPARTMENTAL BUSINESS

In Control: City Commission

Title
Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, establishing boundaries for Commission Districts as required by the City Charter; providing for implementation and an effective date.

Recommended Action
Commission to vote on Resolution

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

Background/History
Section 3.04(2) of the City Charter requires that every four years, at least 90 days prior to the regular City Commission election, the City Commission divide the City into four districts for the purpose of electing one commissioner from each district. The division of the City into four districts shall be as nearly as practicable on an equal population basis by contiguous boundaries.

Current Activity
Over the past few months, staff has worked with Scott Burton of Empire Consultants in determining the different options the City has on redistricting the City's boundaries as required by the City's Charter. At the October 20, 2020 City Commission meeting, three new district options were presented to the City Commission, as well as a fourth option to keep the existing districts. A majority of the City Commission expressed interest in keeping the existing districts. The districts chosen will apply for the next four years. Regardless of the option chosen, the consultant advised that all proposed districting models meet state, federal, and local guidelines and keep each incumbent in their current district.

Recommendation
Approval of resolution choosing a districting model.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ESTABLISHING BOUNDARIES FOR COMMISSION DISTRICTS AS REQUIRED BY THE CITY CHARTER; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, Section 3.04(2) of the City Charter requires that every four years, at least 90 days prior to the regular City Commission election, the City Commission divide the City into four districts (collectively, the "Districts") for the purpose of electing one commissioner from each district; and

WHEREAS, the City retained the services of an independent consultant to provide recommendations for appropriate revisions to the Districts, if necessary; and

WHEREAS, the districting consultant has conducted a study of the demographics of the City and has proposed and presented District boundaries to the City Commission that comply with all applicable federal and state regulations and laws and the provisions of the City Charter; and

WHEREAS, both the City Commission and the consultant find that the proposed City Commission redistricting, attached as Exhibit "A" provides for four Commission districts that comply with all legal requirements.

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 finds that the Districts set forth in the attached Exhibit "A" comply with Section 3.04 of the City Charter and all applicable legal requirements.

Section 3. The City of Deerfield Beach City Commission hereby establishes the boundaries for the Districts as set forth on the attached Exhibit "A" for the purposes of electing one Commissioner for each district in accordance with Section 3.04 of the City Charter. The Districts, as set forth in Exhibit A, shall be used in the March 2021 municipal election and until otherwise amended by resolution of the City Commission in accordance with the City Charter.

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF NOVEMBER, 2020.

_____
BILL GANZ, MAYOR

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

City of Deerfield Beach:

EXHIBIT 4 - Existing Districts

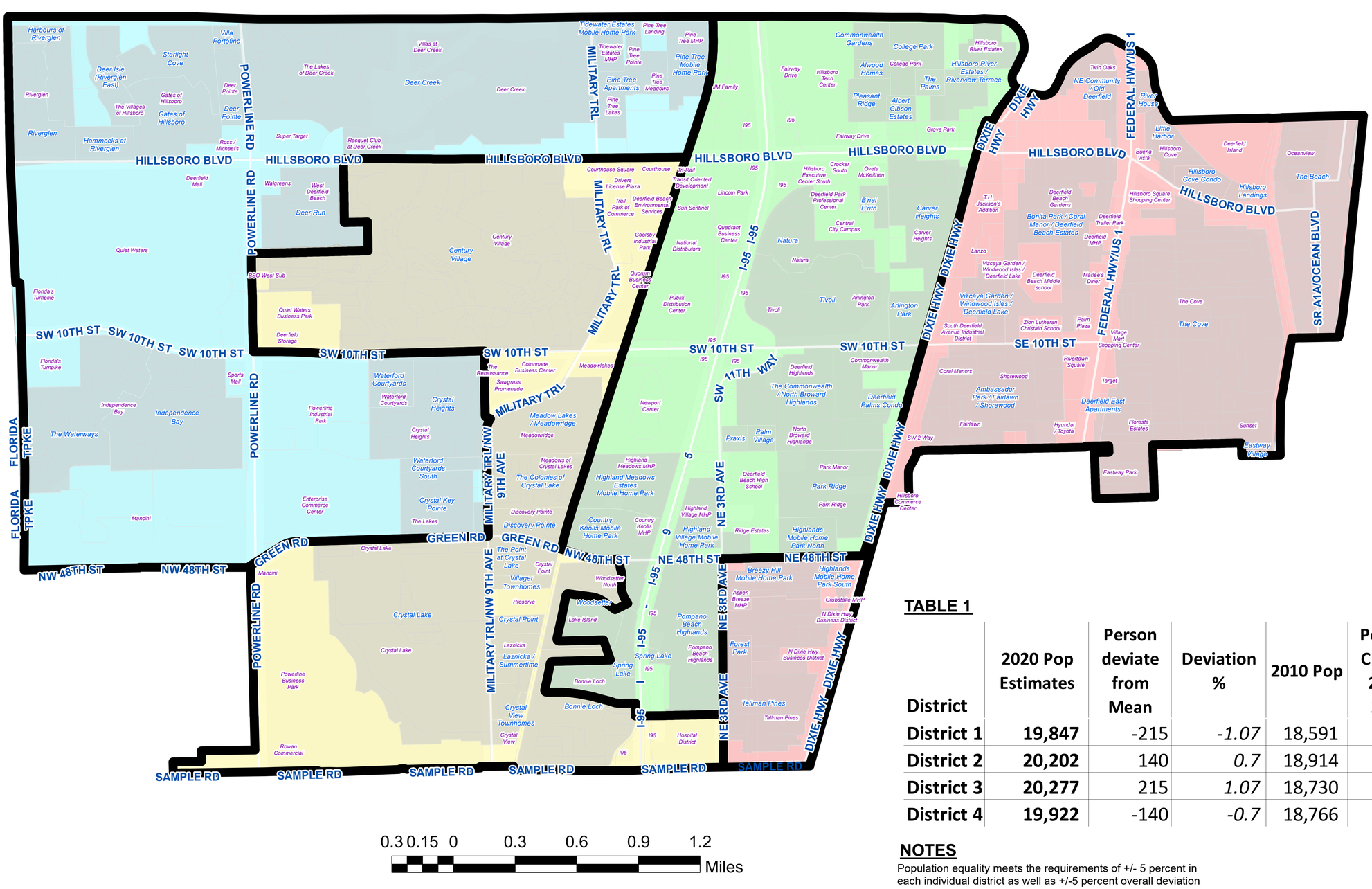

TABLE 1

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%*

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.

TABLE 2

POLYSBY-POPPER

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

EXHIBIT A

Date: 10/5/2020

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

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-644

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

Agenda Date: 11/10/2020

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 rankings and funding allocations to Charitable and Public Purpose Organizations for the Community Participation Grant Program; providing for implementation and an effective date. *(Funds from Account #001-8100-569-80-99 - Community Participation)*

Recommended Action
Commission to vote on Resolution

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

Fiscal Impact
Costs: $50,000
Account Name: Community Participation
Account Number: 001-8100-569-8099

Background/History

The Community Participation Grant ("CPG") program (the "Program") was established to provide financial resources to local non-profit organizations that assist the City in serving a valid public purpose. The Program's guidelines are outlined in Resolution 2020/115 which provides for designated City Staff to review and rank all grant proposals received by the deadline and provide a ranking and funding allocation recommendation to the City Commission.

Current Activity

The application cycle for the FY2021 CPG opened on May 1, 2020 and closed May 31, 2020. Ten nonprofit organizations submitted applications for consideration. The total funding requested equaled $117,975.00. The program's budget for FY 21 is $50,000.00.

In accordance with Resolution 2020/115, the evaluation committee comprised of City staff (Superintendent of Community Events, Director of Center for Active Aging, and Director of Legislative & Community Affairs) completed a programmatic and budgetary review of each proposal in October. The scoring criteria included: Completeness of Proposal, Demonstrated Need, Impact, and Execution. Table 1 provides the evaluation committee's ranking and funding allocation recommendation for City Commission approval. The evaluation committee is recommending partial funding to the top six ranked applications.

Recommendation

It is recommended that City Commission approve the FY 21 Community Participation Grant award recommendations presented by the evaluation committee. Upon approval, staff will send a Notice of Award to the non-profit organizations selected for funding. Grant recipients will be required to enter into a binding agreement that outlines the grant conditions with the City of Deerfield Beach. An Exit Report will be required at the end of the grant agreement term with documentation of all grant expenditures. Failure to comply with the grant requirements may result in disqualification from future grant cycles.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKINGS AND FUNDING ALLOCATIONS TO CHARITABLE AND PUBLIC PURPOSE ORGANIZATIONS FOR THE COMMUNITY PARTICIPATION GRANT PROGRAM; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach believes that charitable and public purpose organizations contribute to the public welfare of the community and should be supported by the City financially to the extent these organizations assist the City in serving a valid public purpose; and

WHEREAS, the Community Participation Grant program (the "CPG Program") was established to provide financial resources to charitable and public purpose organizations; and

WHEREAS, Resolution No. 2020/115, which outlines the CPG Program's guidelines, provides for City staff to review and rank all grant proposals received by the deadline and make a funding allocation recommendation to the City Commission; and

WHEREAS, the application cycle for the FY 2021 CPG Program opened on May 1, 2020 and closed May 31, 2020; and

WHEREAS, the City received 10 applications from organizations for consideration (collectively the "Organizations"), with the total amount of funding requested equaling $117,975.00; and

WHEREAS, the CPG Program's budget for FY 2021 is $50,000.00; and

WHEREAS, in accordance with Resolution No. 2020/115, the evaluation committee comprised of City staff completed a programmatic and budgetary review of each timely received application, and ranked and allocated funding to the top six ranked Organizations; and

WHEREAS, the evaluation committee recommends the City Commission approve the rankings and funding allocations to the Organizations as set forth in the attached Exhibit "A"; and

WHEREAS, the City Commission finds that the donations to the top six ranked Organizations contribute to a valid public purpose and services the public interests of the citizens of the City of Deerfield Beach.

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 rankings and funding allocations to the top six ranked Organizations as set forth in the attached Exhibit "A."

Section 3. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

Section 4. 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

EXHIBIT A
COMMUNITY PARTICIPATION GRANT
RANKING AND FUNDING RECOMMENDATION

Organization	FY2021 Funding Request	Ranking (1= high priority, 10= low priority)	Recommended Funding Amount
Women in Distress of Broward County	$ 10,000.00	1	$ 7,500.00
Gateway Community Outreach	$ 25,000.00	2	$ 15,000.00
Family Central Inc.	$ 10,000.00	3	$ 5,000.00
Deerfield Beach Historical Society	$ 35,000.00	4	$ 16,000.00
Kids in Distress	$ 10,000.00	5	$ 5,000.00
Deerfield Beach High School	$ 5,000.00	6	$ 1,500.00
Broward Performing Arts Foundation	$ 5,000.00	7	$ -
Junior Achievement of South Florida	$ 9,020.00	8	$ -
World Aids Museum and Educational Ctr.	$ 3,955.00	9	$ -
South Florida Railway Museum	$ 5,000.00	10	$ -
Total	**$ 117,975.00**		**$ 50,000.00**

Community Participation Grant Program
FY 2021 Requested Funds Summary

1. **Broward Performing Arts Foundation- $5,000**
   Funding request to support the Student Enrichment in the Arts (SEAS) program which will serve about 1,000 students at DFB schools during the upcoming school year. SEAS provide cultural arts enrichment activities for students in PreK – 12 (special needs included) in classrooms and theater.

2. **Deerfield Beach High School- $5,000**
   Funding request to purchase uniforms for students participating in the school band and music program.

3. **Deerfield Beach Historical Society- $35,000**
   Funding request to provide community programs, exhibitions, publications, special events, & other outreach services; and renovate and maintain the Kester Cottage and Historic Butler House, built in 1923.

4. **Family Central, Inc.- $10,000**
   Funding request to support the Home Instruction Program for Parents of Preschool Youngster (HIPPY) which addresses literacy, problem solving and discrimination skills in underserved communities (i.e. low income, limited English, limited literacy, low educational attainment single parent, etc.).

5. **Gateway Community Outreach- $25,000**
   Funding request to provide Case Management services addressing hunger and homelessness, and actively safeguard vulnerable communities in Deerfield Beach. Services are geared towards bringing families into a state of self-sufficiency.

6. **Junior Achievement of South Florida (JASF)- $9,020**
   Funding request to purchase curriculums and instructor services for JA Biz Town & JA Finance Park which prepares youths to succeed in a global economy through financial literacy. DFB elementary and middle schools participate in the program annually.

7. **Kids in Distress- $10,000**
   Funding request to support the Healthy Start Program, a comprehensive maternal and infant mental health care program established by the Florida Department of Health.

8. **South Florida Railway Museum- $5,000**
   Funding request to enhance the instruction of Operation Lifesaver which bring awareness to rail crossings and educate people on how they can become safer.

9. **Women in Distress of Broward County- $10,000**
   Funding request to supplement the cost of providing emergency shelter and supportive services to Deerfield Beach residents who are victims of domestic violence.

10. **World Aids Museum and Educational Center- $3,955**
    Funding request to provide 20 sessions of the In-Ctrl: Educated Choices program for STI & HIV prevention in schools & community settings in DFB.

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-673

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

Agenda Date: 11/10/2020 **Status:** DEPARTMENTAL BUSINESS

In Control: City Commission

Title
Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Agreement with Petrocard, Inc. for Compressed Natural Gas ("CNG") Fueling Services on an as needed basis; waiving the City's competitive selection requirements to authorize the City to enter into an agreement with Petrocard, Inc. for CNG Fueling Services; authorizing execution of the Agreement; providing an effective date. *(Funds from Account #450-4551-534-38-12 - Compressed Natural Gas)*

Recommended Action
Commission to vote on Resolution

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

Fiscal Impact
Costs: Approximately $25,000 per month
Account Name: Compressed Natural Gas
Account Number:450-4551-534-38-12

Background/History
Over the last several years the City has been transitioning its solid waste collection fleet to compressed natural gas ("CNG"), which is a cleaner domestic source of fuel, results in quieter operation of the collection equipment, and requires less maintenance.

The City has been utilizing a local retail fueling site operating as Petrocard.

In 2018, the City approved a performance contract with Siemens to install an onsite CNG fueling facility at the City Central Campus, which would result in cost savings versus fueling at a third party facility.

Current Activity
The City's onsite CNG fueling station was anticipated to be completed at the end of October of this year, however; due to the impacts of COVID 19 and other factors, the completion of the station is now delayed and anticipated to be completed in December or later.

Due to the delay, the City will need to continue to purchase CNG from a third-party supplier until the City's onsite fueling site is fully operational. Additionally, the City will need to continue to have a CNG fueling alternative should the City's fueling site go down for whatever reason.

Based on research conducted by City staff, procurement, and representatives from Siemens and TECO, we have determined that the only viable public (retail) fueling facility that exists within the region is the Clean and Green (AKA Petrocard) fueling facility where the City is currently fueling its equipment.

The current agreement with Petrocard is set to expire at the end of November with no additional renewals available on the current agreement.

Section 38-118 of the City Code provides that “he city commission may waive all or specific provisions of this procurement code in such cases the commission finds that it is in the best interests of the city to do so, and that the waiver of competitive selection requirements will not inure to the financial disadvantage of the city. In no case may competitive solicitation requirements be waived where said waiver would constitute a violation of state or federal law or grant requirement.”

In light of the above, staff is requesting a waiver of the procurement code to enter into am indefinite term contract with Petrocard to continue to provide the City with CNG fuel for its refuse trucks on an as needed basis or until the City's onsite fueling complex is complete, and as a contingency option should the City's fueling site go down for whatever reason in the future.

The City spends approximately $25,000 per month fueling at the Petrocard site.

Recommendation
Staff recommends approval of a contract with Petrocard to allow the city to utilize on an as needed basis.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AGREEMENT WITH PETROCARD, INC. FOR COMPRESSED NATURAL GAS ("CNG") FUELING SERVICES ON AN AS NEEDED BASIS; WAIVING THE CITY'S COMPETITIVE SELECTION REQUIREMENTS TO AUTHORIZE THE CITY TO ENTER INTO AN AGREEMENT WITH PETROCARD, INC. FOR CNG FUELING SERVICES; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING AN EFFECTIVE DATE

WHEREAS, over the last several years the City has been transitioning its solid waste collection fleet to compressed natural gas ("CNG"), which is a cleaner domestic source of fuel, results in quieter operation of the collection equipment, and requires less maintenance; and

WHEREAS, in 2018, the City approved a performance contract with Siemens to install an onsite CNG fueling facility at the City Central Campus, which would result in cost savings versus fueling at a third party facility; and

WHEREAS, the City's onsite CNG fueling station was anticipated to be completed at the end of October of this year, however, due to the impacts of COVID 19 and other factors, the completion of the station is now delayed and anticipated to be completed in December or later; and

WHEREAS, the City will need to continue to have a CNG fueling alternative should the City's fueling site go down for whatever reason; and

WHEREAS, based on research conducted by City staff, procurement, and representatives from Siemens and TECO, the City has determined that the only viable public retail fueling facility that exists within the region is Petrocard, Inc.'s ("Petrocard") fueling facility where the City is currently fueling its equipment; and

WHEREAS, the current agreement with Petrocard is set to expire at the end of November with no additional renewals available on the current agreement; and

WHEREAS, pursuant to Section 38-118 of the City Code, the City Commission may waive the City's competitive selection requirements when the City Commission finds that it is in the best interests of the City to do so and that the waiver will not inure to the financial disadvantage of the City; and

WHEREAS, in light of the above, staff is requesting a waiver of the City's competitive selection requirements to enter into a contract with Petrocard to continue to provide the City with CNG fuel for its refuse trucks on an as needed basis; and

WHEREAS, the City spends approximately $25,000 per month fueling at the Petrocard site; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve an agreement with Petrocard, waive the competitive selection requirements of the City, and authorize execution of an agreement with Petrocard for CNG fueling services.

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

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

Section 2. The City Commission hereby waives the competitive selection requirements of the City Code with respect to an agreement with Petrocard for CNG fueling services, and finds that the waiver will not inure to the financial disadvantage of the City.

Section 3. The City Commission hereby approves an agreement with Petrocard for CNG fueling services on an as needed basis.

Section 4. The City Manager is hereby authorized to execute an agreement with Petrocard, in a form acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

_____
BILL GANZ, MAYOR

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-659

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

Agenda Date: 11/10/2020 **Status:** DEPARTMENTAL BUSINESS

In Control: City Commission

Title
Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, supporting the Wide Sidewalk/Off-Road Shared Use Path Project to connect the City's Trailhead Linear Park to Quiet Waters Park (the "Project"); authorizing the submission of the Cycle 5 Application to the Broward Metropolitan Planning Organization for Complete Streets Localized Initiative Program Funding for the Project; authorizing execution of a Grant Agreement; providing for implementation and an effective date.

Recommended Action
Commission to vote on Resolution

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

Background/History
The Broward Metropolitan Planning Organization ("MPO") Complete Streets and other Localized Initiatives Program ("CSLIP") provides funding for local transportation projects that improve the safety and mobility for all transportation users in Broward County.

The grant program can fund initiatives such as complete streets projects, traffic calming, intersection improvements, ADA upgrades, mobility hubs, bus shelters, bike racks, and technology advancements such as transit signal priority.

The 2015 City of Deerfield Beach Complete Streets Implementation Plan identified corridors for improvement in accordance with the City's Complete Streets Guidelines, including Powerline Road. The impetus for this location is the Florida Department of Transportation ("FDOT") is in the planning stages for a milling and resurfacing project that will improve the corridor from NW 30th Place to West Drive (the "FDOT Project"). In discussions with FDOT the City requested consideration for a wide sidewalk/off-road shared use path to continue the City's Trailhead Linear Park to Quiet Waters Park (the "City Project"). The City Project dove tails on improvements proposed by FDOT to Powerline Road through the FDOT Project. FDOT indicated this initiative would require a local commitment of funds. Due to constraints in revenue, the City cannot commit to the local funding option without additional assistance and is seeking the CSLIP grant opportunity for such assistance to deliver this initiative. It is an excellent opportunity to tie two City park destinations together, as well as provide multiple modal options along the corridor.

Current Activity
The City conducted an eligibility review with the MPO to determine programmability in accordance to

CSLIP policies.

The detailed designs would be completed after the City Project is approved for funding. However, the scope of work would include construction of wide shared-use path and pedestrian lighting upgrades on Powerline Road within the State's jurisdiction.

Because this is a state owned facility, design and construction of this project is eligible for FDOT funding, operating and maintenance costs will be the responsibility of the City.

Recommendation
A resolution from the City Commission stating support of the Project is required to establish funding eligibility. Staff recommends authorizing submission of a Cycle 5 Application to the Broward MPO to receive funding through the CSLIP program.

The 2020 CSLIP Cycle 5 application due date is November 18, 2020.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, SUPPORTING THE WIDE SIDEWALK/OFF-ROAD SHARED USE PATH PROJECT TO CONNECT THE CITY'S TRAILHEAD LINEAR PARK TO QUIET WATERS PARK (THE "PROJECT"); AUTHORIZING THE SUBMISSION OF THE CYCLE 5 APPLICATION TO THE BROWARD METROPOLITAN PLANNING ORGANIZATION FOR COMPLETE STREETS LOCALIZED INITIATIVE PROGRAM FUNDING FOR THE PROJECT; AUTHORIZING EXECUTION OF A GRANT AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the Broward Metropolitan Planning Organization (the "MPO") Complete Streets and other Localized Initiatives Program ("CSLIP") provides funding for local transportation projects that improve the safety and mobility for all transportation users in Broward County; and

WHEREAS, the 2015 City of Deerfield Beach Complete Streets Implementation Plan identified corridors for improvement in accordance with the City's Complete Streets Guidelines, including Powerline Road; and

WHEREAS, the Florida Department of Transportation ("FDOT") is in the planning stages for a milling and resurfacing project that will improve the Powerline Road corridor from NW 30th Place to West Drive (the "FDOT Project"); and

WHEREAS, in discussions with FDOT regarding the FDOT Project, the City requested consideration for a wide sidewalk/off-road shared use path to connect the City's Trailhead Linear Park to Quiet Waters Park (the "City Project") to be included in the FDOT Project; and

WHEREAS, FDOT indicated this City Project would require a local commitment of funds; and

WHEREAS, due to constraints in revenue, the City cannot commit to the local funding option without further assistance and is seeking the CSLIP grant opportunity for such assistance to deliver the City Project; and

WHEREAS, the City Project will be evaluated and ranked by the MPO, then vetted to determine programmability in accordance with the CSLIP policies; and

WHEREAS, a resolution of the City Commission stating support for the City Project is required to establish funding eligibility; and

WHEREAS, the City Commission supports the City Project and endorses FDOT delivering the City Project on the City's behalf, fully administering the design and construction phases of the City Project; and

WHEREAS, the City Project will be constructed within the State's right-of-way; and

WHEREAS, it is the responsibility of the City to maintain or coordinate the maintenance of the City Project after the completion of the City Project; and

WHEREAS, staff recommends the City Commission authorize the submission of the Application to the MPO for Cycle 5 of the CSLIP for the City Project (the "Application") and authorize execution of a Grant agreement, if awarded.

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 supports the City Project and authorizes the submission of the Application to the MPO for Cycle 5 of the CSLIP for the City Project. The City Manager is authorized to sign and submit the Application.

Section 3. If the Grant is awarded, the City Commission hereby authorizes the appropriate City officials to execute a Grant agreement with the MPO, subject to the terms of the Grant agreement being acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

_____
BILL GANZ, MAYOR

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-679

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

Agenda Date: 11/10/2020 **Status:** DEPARTMENTAL BUSINESS

In Control: City Commission

Title
Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Evaluation Committee's ranking of proposals pursuant to Request for Proposals #20-34-PC for Design-Build Construction for Center for Active Aging (Rebid); authorizing the City Manager to commence contract negotiations and execute a contract with Shiff Construction & Development, Inc., the top ranked general contractor firm, in an amount not to exceed $10,456,149.32; providing for conflicts, severability and an effective date.

Recommended Action
Commission to vote on Resolution

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

Background/History
The City is utilizing the design-build construction delivery method for the Center of Active Aging redevelopment (the “Project”), whereby the City contracts with a single contractor ultimately responsible for the design and construction of a project. The procurement of design-build services is governed by Section 287.055, Fla. Stat. (the “CCNA”), and the City of Deerfield Code of Ordinances Section 38-144.

Pursuant to Request for Qualifications #2016-17/51 city staff selected WZA as the most highly qualified to perform the required design criteria services for the Project. On May 15, 2018, the City Commission approved a work authorization for WZA to prepare a design-criteria package for the Project to be utilized in the scope of work set forth in the solicitation documents for the procurement of the design-build contractor (the “Design Criteria Package”).

The first project solicitation consisted of a two-step process. The City issued Request for Qualifications #2018-19/06 for Design Build Services for the Center of Active Aging (the “RFQ”) and on June 4, 2019, the City Commission approved the Ranking and Recommendation in the following order: Seawood Builders, LLC (“Seawood”), Di Pompeo Construction Corporation (“Di Pompeo”), and West Construction, Inc. (“West”) (collectively, the “Pre-Qualified Firms”). In the second step of this first solicitation, the City issued Request for Proposals #20-02-PC for Design-Build Construction for the Center of Active Aging (the “RFP”). Following the initial ranking, the evaluation committee was unanimous in their decision to make a recommendation to the City Commission to approve the rankings and award a contract to Seawood, the top ranked proposer. At the May 5, 2020 regular commission meeting, the City Commission determined to reject all proposals and resolicit proposals for the project.

The Purchasing and Contract Administration Division reissued a Request for Proposals for Design-Build Construction for the Center for Active Aging (Rebid), RFP #20-34-PC on May 12, 2020 in compliance with the formal competitive solicitation procurement requirements of the City of Deerfield Beach procurement requirements. The RFP was advertised in the legal notices section of the Sun-Sentinel and notice was also sent to four hundred and six (406) prospective Offerors via the e-Procurement Marketplace. Forty-Nine (49) vendors viewed the documents of the RFP. On May 20, 2020, at 9:00 a.m. to 4:00 p.m. EST, a Mandatory Site Visit and Examination was held. Thirty-one (31) Potential Offerors attended. A Mandatory Pre-Proposal Conference followed on June 3, 2020, at 2:00 p.m. EST. Due to COVID-19 Pandemic, this meeting was held virtual via Zoom. Twenty-six (26) Potential Offerors attended. Only those Potential Offerors who attended the Mandatory Site Visit and Pre-Proposal Conference were eligible to submit a Proposal for this RFP.

On July 14, 2020, at 11:00 a.m. EST, the Purchasing and Contract Administration Division closed and unsealed nine (9) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the RFP requirements. Each evaluation committee member independently reviewed and scored the responses for all nine (9) Proposers in accordance with the weighted criteria stated in the RFP responses prior to the initial public evaluation committee meeting held on Wednesday, August 5, 2020, at 10:00 a.m. EST. The Evaluation Committee consisted of: Priscilla Cygielnik, Assistant Director of Engineering and Operations; Steven Zielnicki, Capital Projects Engineer; Eric Powers, Director of Planning and Development Services; Donna DeFronzo, Director Department of Active Aging; Kris Mory, Director of Economic Development. The proposals were evaluated based on the following weighted criteria: Guaranteed Maximum Price (30%); Design-Build experience of the Design-Build Team and resumes of team's personnel (15%); Design and Construction Approach & Process (15%); Project Schedule and Phasing (10%); Design-Build firm's background, qualifications, credentials, and in-house expertise, factoring in the proposed project team's current workload (10%); Financial and bonding capacity for projects in excess of $15,000,000 (10%); Technical Capabilities and Experience to include Green Building Practices, include examples of experience in South Florida under the Florida Building Code (5%); and Previous experience working with the same Design-Build Team members proposed for this project, including proposed subconsultants and subcontractors (5%).

The scoring for the lowest Guarantee Maximum Price (GMP) was based on the total lowest proposed Guarantee Maximum Price. The Proposer providing the lowest GMP to the City received the maximum score of 60 points, and the remaining Proposers received a weighted percentage of the maximum score. Two (2) Proposers, Di Pompeo Construction Corporation and The Morganti Group, Inc. provided evidence for meeting the Disadvantage Business Enterprise Program stated in the RFP documents. As required per City Ordinance Section 38-142, the evaluation scores for Di Pompeo Construction Corporation and The Morganti Group, Inc. were adjusted upward by five percent (5%).

Following the rankings, a motion was made to recommend the approval of the rankings to City Commission with Seawood Builders, LLC as the first ranked Proposer . The final vote by the Evaluation Committee was in favor of the recommendation (4 to 1). The one (1) vote not in favor was recommending Oral Presentations from the top three (3) ranked Proposers. Reference checks were conducted on Seawood Builders, LLC, and resulted in positive ratings. At the September 14, 2020, City Commission meeting, the City Commission voted to send the ranking/evaluation back to the evaluation committee to have the Committee shortlist to the top three firms, conduct oral presentations from the shortlisted firms and either confirm their initial ranking or re-rank the firms

consistent with the requirements and criteria in the RFP.

Current Activity
On September 29, 2020 the Evaluation Committee reconvened to shortlist the top three ranked firms and develop presentation meeting agenda, topics, presentation time durations, and a schedule for oral presentation.

On October 13, 2020 Seawood Builders, LLC submitted a letter of withdrawal from the RFP process.

Oral presentations were conducted on October 20, 2020 with Synalovski Romanik Saye, LLC and Gulf Building, LLC. Following the oral presentations the Evaluation Committee made the decision to continue the ranking process with the remaining top two shortlisted firms. After final ranking, the Evaluation Committee ranked Synalvski Romanik Saye, LLC the top ranked proposer.

Recommendation
Approve the rankings and authorize the City Manager to conduct negotiations with the top ranked firm, Synalovski Romanik Saye, LLC.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE EVALUATION COMMITTEE'S RANKING OF PROPOSALS PURSUANT TO REQUEST FOR PROPOSALS #20-34-PC FOR DESIGN-BUILD CONSTRUCTION FOR CENTER FOR ACTIVE AGING (REBID); AUTHORIZING THE CITY MANAGER TO COMMENCE CONTRACT NEGOTIATIONS AND EXECUTE A CONTRACT WITH SHIFF CONSTRUCTION & DEVELOPMENT, INC., THE TOP RANKED GENERAL CONTRACTOR FIRM, IN AN AMOUNT NOT TO EXCEED $10,456,149.32; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City is utilizing the design-build construction delivery method for the Center of Active Aging redevelopment (the "Project"), whereby the City contracts with a single contractor ultimately responsible for the design and construction of a project; and

WHEREAS, the procurement of design-build services is governed by Section 287.055, Fla. Stat. (the "CCNA"), and the City of Deerfield Beach Code of Ordinances Section 38-144; and

WHEREAS, pursuant to Request for Qualifications #2016-17/51 and Section 287.055, Fla. Stat., the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering consulting services on an as needed basis, including a continuing contract with Walters Zackria Associates, PLLC ("WZA"), dated January 26, 2018 (the "Continuing Contract"); and

WHEREAS, City staff reviewed the qualifications of the City's pool of continuing contractors and conducted discussions with at least three firms regarding the capital projects to be funded with the bonds for the Project, and after considering their qualifications and the discussions, determined that WZA is the most highly qualified to perform the required design criteria package services for the Project; and

WHEREAS, on May 15, 2018, the City Commission approved a work authorization for the design of the criteria services for the Project, authorizing WZA to prepare a design-criteria package for the Project to be utilized in the scope of work set forth in the solicitation documents for the procurement of the design-build contractor (the "Design Criteria Package"); and

WHEREAS, on May 12, 2020, the City issued Request for Proposals #20-34-PC for Design Build Construction for the Center for Active Aging (rebid) (the "RFP"), utilizing the Design Criteria Package prepared by WZA; and

WHEREAS, on May 12, 2020, the RFP was advertised in the Sun-Sentinel and the notice was also sent to 406 prospective firms via the e-procurement marketplace; and

WHEREAS, on May 20, 2020, a mandatory site visit and examination was held and 31 firms attended; and

WHEREAS, on June 3, 2020, a mandatory pre-proposal conference was held virtually via Zoom and 26 firms were in attendance; and

WHEREAS, on July 14, 2020 at 11:00 a.m., the RFP due date and time, the Purchasing and Contract Administration Division unsealed nine proposals, and reviewed the proposals to ensure they met the RFP requirements; and

WHEREAS, the evaluation committee independently reviewed and scored the nine responsive and responsible proposals in accordance with the weighted criteria stated in the RFP prior to the evaluation committee meeting; and

WHEREAS, the evaluation committee meeting was held on August 5, 2020 to score the proposals based on the weighted criteria stated in the RFP; and

WHEREAS, following the initial ranking, the evaluation committee voted to make a recommendation to the City Commission to approve the rankings of the nine firms, with Seawood Builders, LLC ("Seawood") as the top ranked firm, Synalovski Romanik Saye, LLC/Shiff Construction & Development, Inc. ("Schiff") ranked second and Gulf Building, LLC ("Gulf") ranked third; and

WHEREAS, at the September 14, 2020, City Commission meeting, the City Commission voted to send the ranking/evaluation back to the evaluation committee to have the Committee shortlist to the top three firms, conduct oral presentations from the shortlisted firms and either confirm their initial ranking or re-rank the firms consistent with the requirements and criteria in the RFP; and

WHEREAS, on September 29, 2020, the evaluation committee reconvened, shortlisted the proposals received to the top three firms, Seawood, Shiff and Gulf, and developed presentation meeting agenda, topics, presentation time durations, and a schedule for oral presentations; and

WHEREAS, on October 13, 2020, the City received a letter of withdrawal from the RFP process from Seawood; and

WHEREAS, on October 20, 2020, the Evaluation Committee heard oral presentations from Shiff and Gulf, and decided to continue the ranking process with the two shortlisted firms that participated in the oral presentations; and

WHEREAS, following the oral presentations, the Evaluation Committee re-ranked the firms with Shiff as the top ranked firm and Gulf as the second ranked firm (the "Rankings"); and

WHEREAS, the Evaluation Committee recommends that the City Commission approve the Rankings and authorize a contract with the top ranked firm, Shiff, for design-build services for the Center of Active Aging.

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

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

Section 2. The City Commission hereby approves the Evaluation Committee's Rankings of proposals received in response to the RFP for design-build construction services for the Center of Active Aging.

Section 3. The City Manager is hereby authorized to enter contract negotiations and execute a contract with the top ranked firm, Shiff, for design-build construction services for the Center of Active Aging in an amount not to exceed $10,456,149.32. If the City Manager is unable to negotiate a satisfactory contract with the top ranked firm, the City Manager is authorized to undertake negotiations with the second ranked firm (Gulf).

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

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

Section 6. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

_____
BILL GANZ, MAYOR

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

Memorandum

TO: Tom Good, Assistant City Manager

FROM: Paul Collette, Buyer

THRU: Ivelsa Guzman, Purchasing Manager

DATE: October 20, 2020

RE: **Design-Build Construction for Center for Active Aging (Rebid), RFP #20-34-PC**

During the City Commission meeting held on September 14, 2020, the City Commission made a recommendation to send the proposals back to the Evaluation Committee to request oral presentations from the top (3) shortlisted firms and allow additional legal vetting of the firms.

- On September 29, 2020, the Evaluation Committee reconvened as directed by the City Commission to approve the top (3) shortlist firms, develop the presentations meeting agenda, topics parameters, presentations time durations, and schedule for the oral presentations from the shortlisted firms.
- On October 13, 2020, a withdrawal letter from Seawood Builders, LLC (1st ranked proposer) was received via e-mail stating that they were withdrawing from the RFP Process. A copy of the withdrawal letter is attached for your reference.
- On October 20, 2020, Oral Presentations were held with a Question and Answer sessions with the 2nd ranked proposer, Synalovski Romanik Saye, LLC and the 3rd ranked proposer, Gulf Building, LLC.
- On October 20, 2020, following the Oral Presentations an Evaluation Committee was held. The Evaluation Committee discussed Seawood Builders, LLC withdrawing from the RFP, and made a decision whether to continue the evaluation process with the remaining top (2) shortlisted firms or make a decision for another course of action.
- The Evaluation Committee was unanimous in their decision to continue the evaluation process with the remaining top (2) shortlisted firms (Synalovski Romanik Saye, LLC, and Gulf Building, LLC.). Also, the Evaluation Committee discussed the oral presentations and filled out their Final Evaluation Sheets. The results of the Final Evaluation Sheets are as follows:

Ranking	Priscilla Cygielnik	Steven Zielnicki	Eric Power	Donna DeFronzo	Kris Mory	Total	Ranking
Synalovski Romanik Saye LLC	188.95 / **1**	182.95 / **1**	165.95 / **1**	159.95 / **1**	179.95 / **1**	**5**	**1**
Gulf Building LLC	169.35 / **2**	168.35 / **2**	163.35 / **2**	152.35 / **2**	157.35 / **2**	**10**	**2**

- Following the final rankings, Kris Mory (Director of Economic Development) made a motion to recommend the approval of the rankings to City Commission with the first ranked Proposer Synalovski Romanik Saye, LLC. This motion was second by Donna DeFronzo (Director Department of Active Aging). The Evaluation Committee was unanimous in the recommendation.
- Reference checks were conducted on Synalovski Romanik Saye, LLC, and revealed positive ratings.
- Documentation related to this solicitation may be obtained by emailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, the Evaluation Committee is recommending approval of the ranking with Synalovski Romanik Saye, LLC, as the first ranked Proposer.

Please use this memorandum and all attachments as your backup to the City Manager for the next available City Commission Meeting.

Att. Tabulation Summary, Scope of Work, Withdrawal Letter from Seawood Builders, LLC

c: Priscilla Cygielnik, City Engineer

Event Number	20-34-PC Addendum 3	**Organization**	City of Deerfield Beach
Event Title	Design-Build Construction for Center for Active Aging (Rebid)	**Workgroup**	Purchasing Dept.
Event Description	The City of Deerfield Beach is seeking responses from qualified firmson th	**Event Owner**	Paul Collette
Event Type	RFP	**Email**	pcollette@deerfield-beach.com
Issue Date	5/12/2020 07:36:28 PM (ET)	**Phone**	(954) 480-4418
Close Date	7/14/2020 11:00:01 AM (ET)	**Fax**	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Critical Path Services	Miami	FL	7/14/2020 09:59:33 AM (ET)	22	$10,110,493.09
Synalovski Romanik Saye, LLC	Fort Lauderdale	FL	7/14/2020 09:08:51 AM (ET)	22	$10,456,149.32
Gulf Building LLC	Fort Lauderdale	FL	7/14/2020 10:24:04 AM (ET)	22	$11,062,532.00
West Construction Inc.	Lantana	FL	7/14/2020 10:28:55 AM (ET)	22	$11,232,668.00
DiPompeo Construction Corporation	Pompano Beach	FL	7/14/2020 10:47:05 AM (ET)	22	$11,377,000.00
Sisca Construction Services, LLC	West Palm Beach	FL	7/14/2020 10:57:03 AM (ET)	22	$11,518,834.00
Seawood Builders, LLC	Deerfield Beach	FL	7/14/2020 08:36:37 AM (ET)	22	$11,570,283.32
The Morganti Group, Inc.	West Palm Beach	FL	7/13/2020 06:59:10 PM (ET)	22	$11,994,400.00
MDS Builders	Boca Raton	FL	7/14/2020 09:49:47 AM (ET)	22	$12,887,909.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

SECTION VI – SCOPE OF WORK

1. Background

a. The City of Deerfield Beach is a dynamic coastal community of more than 79,000 residents located in Broward County, Florida, just south of the Palm Beach County line.

b. The City of Deerfield Beach is seeking responses specifically from experience and qualified firms to provide design-build services for the design and construction of a new Center for Active Aging facility based on the design-build criteria package prepared by the City's Design Criteria Professional, Walters Zackria Associates, PLLC.

2. General Project Description

a. The City of Deerfield Beach intends to build a new building to primarily house a Center for Active Aging, with ancillary uses on approximately 3.91-acre site located at 225 and 325 NW 2 Avenue, Deerfield Beach, FL 33441, hereinafter referred to as the "PROJECT."

b. The proposed Center for Active Aging facility encompasses a single-story building generally comprised of a general public lobby serving the following: an Adult Day Services Center with Activity Lounge and support spaces; a Senior Services Center with large Multi-purpose rooms, Creative Activity Rooms, a Health and Wellness Room, and support spaces; an office suite for the Department of Active Aging; an office suite for the Community Development Department; appropriate spaces for mechanical and electrical rooms; computer room; storage rooms; and general support spaces such as a staff Break room, visitor and staff restrooms, and a small coffee shop, etc. Additionally, the site will include a separate facility for Childcare/Daycare for pre-school aged children.

c. The overall Center for Active Aging square footage is approximately 22,000 square feet of enclosed space. In addition, the project has approximately 4,500 square feet of covered patios and vehicle drop-off areas.

d. The City has a stated goal of encouraging the inclusion of sustainable design concepts and components in City projects. Hence, the City intends for the new Center for Active Aging building and site to be designed and constructed with USGBC LEED green-building strategies incorporated into the project or approved alternate. LEED certification will not be required.

e. Activities at the Center for Active Aging shall remain in operations during construction and phased demolition and construction plan shall be required. The demolition and construction plan will be provided in the design criteria package.

3. Scope of Work for the Project

a. The scope of work shall include the project description given above based on the Design-Build Criteria Package (refer to Exhibit I – CAA Design Criteria Package) prepared by the City's Design Criteria Professional, Walters Zackria Associates, PLLC.

b. The City has entered into a contract with Siemens Industry, Inc. (Siemens) as their preferred Building Systems vendor. The Design Criteria Professional has incorporated into this Design Criteria package various system requirements from Siemens.

The Design/Builder shall coordinate the design and construction with Siemens for all Building Control Systems, including but not limited to mechanical equipment and enhanced mechanical efficiencies, mechanical controls, lighting controls, building automation, access control systems, etc., and shall incorporate their requirements into the final built product. Refer to Exhibit III – Siemens Defined Terms for Design-Build Firms in the RFP documents for Siemens' proposed Scope of Work.

c. Proposers must be licensed to perform all nature of services within the category and have extensive experience with the design-build method of construction, as well as have considerable experience developing design and construction projects of similar complexity, size, and scope within South Florida area.

DATE: October 12, 2020

TO: Paul Collette
City of Deerfield Beach Purchasing Department
Sent via email pcollette@deerfield-beach.com

RE: **Design-Build Construction for Center for Active Aging (Rebid)**

Dear Mr. Collette,

As you are aware, Seawood Builders has been pursuing the award for the Design-Build Construction for the Center for Active Aging since the original RFQ issued in February of 2019. Over a year and one-half later, after a huge investment of time, money and effort the following events have transpired.

1. Seawood submitted and was shortlisted on RFQ #2018-19/06 in April of 2019.
2. Seawood submitted and was ranked Number One on the subsequent Step II RFP in February of 2020.
3. At the commission meeting to approve the evaluation committee's recommendation to proceed into contract with Seawood Builders, a small group of naysayers in our community pointed out that Seawood failed to disclose a single $500 campaign contribution to Mayor Ganz, an obvious oversight as other campaign contributions were included in Seawood's submittal. Although the code has a provision which would have allowed the Commission to disregard this omission as a minor infraction, the Commission chose to dismiss all the proposals and conduct a Rebid.
4. Despite our hesitancy, Seawood responded to the RFP Rebid and once again was ranked Number One by the evaluation committee, this time against 8 other proposers. As in the first RFP, Seawood was immediately attacked by the same group of individuals that has inaccurately characterized the relationship between Seawood and Mayor Ganz as unethical. The "red herring" they presented this time was a 558 Statute Notice of Claim from Broward County to Seawood Builders regarding structural defects in a parking garage built 10 years ago. Although Seawood received no prior notice of these defects (which are primarily attributable to 10 years of wear and tear), once notified, Seawood immediately responded and is in the process of effectuating the repairs per the County's private engineers. There will be no cost to the County and the repairs will take less than 30 days to complete pending securing one potential long lead item. This was a Notice of a claim, not litigation as it was characterized.
5. The response to the second RFP Rebid was May 12, 2020 and the results were made public August 5, 2020. Seawood Builders was not made aware of the 558 Claim until August 18, 2020, three months after the submission of the bids, and two weeks after the final evaluations. Once again, despite being ranked first by an evaluation Committee that Seawood had no influence over, the Commission was swayed to use the 558 Claim as an opportunity to deal with what had now become a political issue: Seawood Builders was approximately $1.5 million higher than the lowest bid, and $1.0 million higher than the second ranked proposer. Seizing on the misuse of the word litigation, the Commission once again voted to dismiss all of the bids, due to this

1324 W. Newport Center Dr.
Deerfield Beach, FL 33442

954.421.4200

seawoodbuilders.com

"newfound" information that had nothing to do with the RFP process. There is no litigation with the County and Seawood is currently under construction making the suggested repairs as noted above. Three of the members on the Commission either directly or indirectly referred to the "million dollar" issue as significant in light of this new information. The timing of this new information should have had no bearing on any decisions made by the Commission as the evaluation committee already made their recommendation. The only Commissioner that "got it right" at the last Commission meeting was Vice Mayor Parness, who correctly pointed out that the City, not Seawood Builders, created the process to evaluate and determine the fair and most objective way to make a selection.

6. The evaluation committee met on 9-28-20 to shortlist the top three proposers and discuss how to "Re-Evaluate" them based on presentations and litigation history. The City Attorney and City Manager were involved, we assume to guide the committee in such a way that the RFP process would not be protested. The result of that meeting was that the evaluators would listen to three presentations, ask questions, then re-score each proposer. No criteria were provided for evaluating the presentations, but rather the evaluators were told to just re-score.

At this juncture, with all that has transpired, we feel it is impossible for Seawood to be treated fairly in this third round of evaluation. Much, if not all, of the criteria that was just published for the "presentation round" was already part of the RFP Rebid process. Why would the original evaluations be different this time around based on a zoom presentation? It is our opinion that these oral presentations are nothing more than a pretext to select another firm and thereby not spend an additional million dollars on a project that will be under the scrutiny of the public eye no matter who the last company standing is.

To that end, and with a desire to help move this project forward and save the City money, we respectfully withdraw from consideration on this RFP Rebid.

Respectfully submitted,

SEAWOOD BUILDERS

Betty M. Masi

Betty M. Masi

CFO/CIO

Cc: City Commission, City Manager

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SEAWOOD BUILDERS

Betty M. Masi

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CFO/CIO

Cc: City Commission, City Manager

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City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-695

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

Agenda Date: 11/10/2020 **Status:** ADDENDUM

In Control: City Commission

Title
ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; APPROVING THE TRANSFER OF UNENCUMBERED APPROPRIATION BALANCE AND REDUCTION OF APPROPRIATIONS IN THE GENCERAL FUND AS SET FORTH ON EXHIBIT "A" TO ADDRESS COVID-19 RELATED BUDGETARY IMPACTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Recommended Action
Commission to vote on Ordinance and set public hearing for December 1, 2020

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

Background/History

On March 13, 2020, the City declared a state of local emergency in response to the COVID-19 public health crisis. Local schools were closed and did not reopen for classroom instruction for the remainder of the school year. Executive Orders from the Governor and local emergency orders from both Broward County and the City imposed business closures, stay at home mandates, and social distancing requirements. Although these measures were effective in slowing the spread of the virus, they have been devastating to the economy. The City saw the impacts through the reduction of revenue receipts in areas of sales and gas taxes, and charges for services. Florida, particularly South Florida, was called the “epicenter” of the virus for a period of time and with that brought a great deal of uncertainly both from a public health and economic perspective. The City Manager, working with his team, put spending restrictions in place to match the ongoing deficit in revenue receipts and forecasts to include filling position vacancies and implementation of furloughs, delaying several capital improvements and executing only the most critical operational needs.

Current Activity

To meet the State of Florida fiscal year end regulatory requirements related to budget adjustments, this budget amendment, Exhibit A, is being presented to recognize the estimated reduction in revenue receipts related to Sales and Use, Public Service, and Gas taxes as well as receipts related to various charges for services and transfers. Although actual expenditures to date are under budget, there may still be a gap in actual expenditures over actual revenues.

The Financial Services Department is working through the fiscal year end processes and is

conservatively presenting a not to exceed FY 20 unassigned fund balance (UFB) contribution of $4.5M. This not to exceed amount is in alignment with the update provided at the Commissioner's meeting on October 6. Financial Services continues to actively review, analyze, and reconcile FY2020 revenues and expenditures during the current year-end closeout period and will be presenting FY 20 budget to actual revenue and expenditure analysis to the Commission at the November 10, 2020 and December 4, 2020 regular meetings.

Recommendation

Staff recommends approval.

ORDINANCE NO. 2020/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; APPROVING THE TRANSFER OF UNENCUMBERED APPROPRIATION BALANCE AND REDUCTION OF APPROPRIATIONS IN THE GENERAL FUND AS SET FORTH ON EXHIBIT "A" TO ADDRESS COVID-19 RELATED BUDGETARY IMPACTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, pursuant to Section 166.241(4), Florida Statutes, "the governing body of each municipality at any time within the fiscal year or within 60 days following the end of the fiscal year may amend a budget for that year"; and

WHEREAS, the City Manager has certified that there is unappropriated fund balance available for appropriation in the budget for the fiscal year ending September 30, 2020 ("FY 20"); and

WHEREAS, pursuant to Section 5.05(3) of the City Charter, at any time during the fiscal year, the City Manager may transfer part or all of any unencumbered appropriation balance from one department, office or agency to another upon written request approved by the City Commission; and

WHEREAS, pursuant to Section 5.05(2) of the City Charter, the City Commission may, by Ordinance, reduce one or more appropriations for the fiscal year to prevent or minimize a deficit; and

WHEREAS, the proposed budget amendment, attached and incorporated herein as Exhibit "A", authorizes a budget transfer of unappropriated balance in the General Fund and the reduction of appropriations to prevent or minimize the deficit in the General Fund for FY 20 and address budgetary impacts related to the Covid-19 pandemic (the "Budget Amendment"); and

WHEREAS, City staff recommends approving the amendment to the City's budget for the fiscal year ending September 30, 2020, as set forth in the attached Exhibit "A.

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

Section 1. That the above "WHEREAS" clauses are true and correct and are made a part hereof.

Section 2. That the Budget Amendment, as set forth in the attached Exhibit "A", is hereby approved.

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

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

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

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

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

"EXHIBIT A"
CITY OF DEERFIELD BEACH, FLORIDA
AMENDMENT
GENERAL FUND
FISCAL YEAR ENDING SEPTEMBER 30, 2020

GENERAL FUND **ESTIMATED REVENUES:**	TOTAL ORIGINAL BUDGET GENERAL FUND	AMENDED BUDGET	BUDGET AMENDMENT TWO	TOTAL AMENDED BUDGET
Taxes: Millage Per $1,000				
Ad Valorem Taxes 6.0018	40,891,718	40,891,718	-	40,891,718
Ad Valorem Taxes 0.3542 (Voted Del	2,527,317	2,527,317	-	2,527,317
Sales and Use Taxes	1,277,474	1,277,474	(500,000)	777,474
Public Service Taxes	8,489,807	8,489,807	(500,000)	7,989,807
Franchise Fees & Business Taxes	7,639,266	7,639,266	-	7,639,266
Licenses and Permits	773,952	773,952	-	773,952
Intergovernmental Revenue	8,220,849	8,220,849	(800,000)	7,420,849
Charges for Services	22,615,482	22,615,482	(800,000)	21,815,482
Fines and Forfeitures	1,054,369	1,054,369	-	1,054,369
Miscellaneous Revenues	8,741,249	8,741,249	-	8,741,249
Other Financing Sources	2,378,700	2,378,700	-	2,378,700
TOTAL SOURCES	**104,610,183**	**104,610,183**	**(2,600,000)**	**102,010,183**
Transfers In	2,156,672	2,156,672	(189,780)	1,966,892
Fund Balance Building Fund Transfer Out	-	2,341,276		2,341,276
Fund Balances/Reserves/Net Assets	1,710,202	1,710,202	2,789,780	4,499,982
TOTAL REVENUES, TRANSFERS & BALANCES	**108,477,057**	**110,818,333**	**-**	**110,818,333**
EXPENDITURES:				
General Government	19,796,858	19,796,858	-	19,796,858
Economic Environment	917,004	917,004	-	917,004
Public Safety	67,285,908	67,285,908	-	67,285,908
Physical Environment	7,106,592	7,106,592	-	7,106,592
Transportation	659,031	659,031	-	659,031
Human Services	95,000	95,000	-	95,000
Culture and Recreation	6,001,399	6,001,399	-	6,001,399
Debt Service	388,370	388,370	-	388,370
Other Financing Uses	-	-	-	0
TOTAL EXPENDITURES	**102,250,162**	**102,250,162**	**-**	**102,250,162**
Transfers Out	6,226,895	8,568,171	-	8,568,171
Fund Balances/Reserves/Net Assets	-	-	-	-
TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES & BALANCES	**108,477,057**	**110,818,333**	**-**	**110,818,333**

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-716

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

Agenda Date: 11/10/2020 **Status:** ADDENDUM

In Control: City Commission

Title
A Motion to authorize the City Manager to enter into a contract with Johnson-Laux Construction, LLC pursuant to EZIQC Contract No. FL-NEA-GC04-041019-JLC under the City's Emergency Procurement Policy, Sec. 38-133. - Exempt procurements; emergency procurements (3)(2).

Recommended Action
Motion on decision of Commission

Work Order Signature Document

EZIQC Contract No.: FL-NEA-GC04-041019-JLC

[ ] **New Work Order** [X] **Modify an Existing Work Order**

Work Order Number.:	080588.01	Work Order Date:	11/10/2020
Work Order Title:	Deerfield Beach Fire Station 75 Repairs Supplemental		
Owner Name:	City of Deerfield Beach	Contractor Name:	Johnson-Laux Construction, LLC
Contact:	Jeffrey Brazil	Contact:	Richard Reinhart
Phone:	954-480-4315	Phone:	

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-NEA-GC04-041019-JLC.

Brief Work Order Description:

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $97,121.81

Owner Purchase Order Number:

Approvals

Owner Date

Contractor Date

Detailed Scope of Work

To: Richard Reinhart
Johnson-Laux Construction, LLC
8100 Chancellor Drive, Suite 165
Orlando, FL 32809
No Data Input

From: Jeffrey Brazil
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441
954-480-4315

Date Printed: November 10, 2020

Work Order Number: 080588.01

Work Order Title: Deerfield Beach Fire Station 75 Repairs Supplemental

Brief Scope:

☐ **Preliminary**	☐ **Revised**	☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Summary Scope This project consists of existing concrete spall and stucco repairs per plans entitled FIRE STATION #75 by SRI Consultants, dated 10/19/2020. Detailed Scope of Work: ? Provide all labor and equipment to complete the following including all required scaffolding, lifts, barricades, or other devices to meet OSHA safety standards. ? Perform Slab Repair Top according to the drawings and specifications. ? Perform Column & Beam Repair according to the drawings and specifications. ? Perform Stucco Repair according to the drawings and specifications. ? Perform Rust Spot repair according to drawings and specifications. ? Perform Shutter Removal and Disposal according to drawings and specifications. ? Perform Shutter Track and Anchor Removal and Patching according to drawings and specifications. ? Repair Roof Leaks according to drawings and specifications. ? Perform Flashing Repair according to drawings and specifications. ? Perform Drywall Repairs and Joist Repairs according to drawings and specifications. ? Provided special engineering inspections and observations as required by drawings and specifications. ? Prime and two coats paint the exterior of the building including exterior hollow metal doors, metal frames, and roll up doors. ? All plan quantities are estimates. If additional quantities are determined to be required during the demolition phase, the additional quantities will be at additional costs to the Owner. Details that Apply to All Work Areas ? Maintain clean work areas at all times. Remove and dispose of all demolished materials and construction debris. Site must be cleaned every day at the completion of work. ? Parking will be made available for the Contractor by the Owner and the Contractor shall coordinate all parking with the Owner prior to the beginning of work. Parking will be at no cost to the Contractor. ? Contractor shall coordinate inspections as required. ? Contractor is responsible for protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction up until final acceptance. Warranty ? 1-year labor and manufacturer's warranty included Project Schedule ? Project schedule is available upon request. Notes: ? Work to be performed at normal working hours at non-prevailing wage rates ? A Payment and Performance Bond is not included ? Permits fee are included as an allowance. Actual Permit costs will be billed to Owner. ? Temporary utilities to be provided by the owner including electricity and water for use during construction. ? New roof hatch or ladder is not included in this proposal. ? Landing Repairs are not included in this proposal. Additional investigation will be required to determine what repairs to the exiting landing will be required. Once it has been determined what is required for Landing Repairs a proposal will be provided to the Owner for approval. ? If Contractor is required by the Owner to demobilize due to unforeseen conditions additional costs to the Owner may occur.

Subject to the terms and conditions of JOC Contract **FL-NEA-GC04-041019-JLC**.

Detailed Scope of Work Continues..

Work Order Number: 080588.01
Work Order Title: Deerfield Beach Fire Station 75 Repairs Supplemental

Contractor _____ Date _____

Owner _____ Date _____

Contractor's Price Proposal - Summary

Date: November 10, 2020

Re:

IQC Master Contract #:	FL-NEA-GC04-041019-JLC
Work Order #:	080588.01
Owner PO #:	
Title:	Deerfield Beach Fire Station 75 Repairs Supplemental
Contractor:	Johnson-Laux Construction, LLC
Proposal Value:	$97,121.81

Concrete Repair	**$33,664.88**
Drywall Repair	**$1,697.91**
General Conditions	**$26,705.10**
Joist Repair	**$4,305.46**
Misc	**$132.19**
Painting	**$18,476.77**
Permit	**$2,200.00**
Roof Flashing	**$1,947.35**
Roof Leaks	**$4,484.02**
Rust Spot	**$410.50**
Stucco Repair	**$3,097.63**
Proposal Total	**$97,121.81**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **%**

Contractor's Price Proposal - Detail

Date: November 10, 2020

Re:

IQC Master Contract #:	FL-NEA-GC04-041019-JLC
Work Order #:	080588.01
Owner PO #:	
Title:	Deerfield Beach Fire Station 75 Repairs Supplemental
Contractor:	Johnson-Laux Construction, LLC
Proposal Value:	$97,121.81

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			
Concrete Repair						
1	01 45 23	00 0112		EA	Prepare 6 x 12 Concrete Cylinder And Deliver To Lab	$290.57
				Installation	Quantity 18.00 x Unit Price 12.82 x Factor 1.2592 = Total 290.57	
					Prepare 3 concrete cylinders for strength test of each product (6) to verify products per specs.	
2	01 45 23	00 0113		EA	6 x 12 Cylinder Concrete Compression Test, ASTM C-39 Or ASTM D1633	$940.85
				Installation	Quantity 18.00 x Unit Price 41.51 x Factor 1.2592 = Total 940.85	
					3 concrete strength tests to verify products per specs for each product (6)	
3	03 01 30	71 0027		SF	Spall Repair 3/4" To 1-1/2" Deep On Vertical/Overhead Surfaces	$17,738.98
				Installation	Quantity 250.00 x Unit Price 56.35 x Factor 1.2592 = Total 17,738.98	
					Column repars	
4	03 01 30	71 0027	0134	MOD	For >100 To 250, Add	$7,045.22
				Installation	Quantity 250.00 x Unit Price 22.38 x Factor 1.2592 = Total 7,045.22	
5	03 01 30	71 0029		SF	Spall Repair 3" To 4" Deep On Vertical/Overhead SurfacesIncludes chipping concrete for required clearance at rebar and cleaning of rebar	$4,831.17
				Installation	Quantity 30.00 x Unit Price 127.89 x Factor 1.2592 = Total 4,831.17	
					Slab repair	
6	03 01 30	71 0029	0133	MOD	For Up To 100, Add	$2,818.09
				Installation	Quantity 30.00 x Unit Price 74.60 x Factor 1.2592 = Total 2,818.09	
Subtotal for Concrete Repair						**$33,664.88**
Drywall Repair						
7	01 22 20	00 0009		HR	Drywall FinisherFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$1,697.91
				Installation	Quantity 40.00 x Unit Price 33.71 x Factor 1.2592 = Total 1,697.91	
					Labor hours represent Drywall Repair. Quantity required for Drywall Repair to be determined.	
Subtotal for Drywall Repair						**$1,697.91**
General Conditions						
8	01 22 23	00 0030		MO	60' Engine Powered, Articulating (Up/Over) Boom Manlift	$8,114.23
				Installation	Quantity 2.00 x Unit Price 3,221.98 x Factor 1.2592 = Total 8,114.23	
					Boom Lift for Concrete Repairs and Painting Activities	

Work Order Number: 080588.01
Work Order Title: Deerfield Beach Fire Station 75 Repairs Supplemental

General Conditions

9	01 45 23 00 0130	HR	Site Inspection and Quality Assurance MonitoringIncludes slump test . 2 hour minimum.								$2,115.46
				Quantity		Unit Price		Factor	=	Total	
			Installation	48.00	x	35.00	x	1.2592	=	2,115.46	
			Special Inspection verify preparation of repair products. Eng Tech to visit site and witness repairs.								
10	01 45 23 00 0230	HR	Special Inspector For Threshold Buildings, State Certified4 hour minimum.								$4,533.12
				Quantity		Unit Price		Factor	=	Total	
			Installation	48.00	x	75.00	x	1.2592	=	4,533.12	
			Special Inspector for Concrete Repairs. 4 hours per Visit, 2 Visits Per Week for 6 Weeks. These are Eng inspections after repairs have been made.								
11	01 54 23 00 0013	CCF	Heavy Duty Masonry Scaffolding With Bracing Accessories - Area Based On 4' Wide Sections (CCF / Month)								$5,075.84
				Quantity		Unit Price		Factor	=	Total	
			Installation	100.00	x	40.31	x	1.2592	=	5,075.84	
			Scaffolding for Repairs along the East side of the Building. Lift cannot access this area.								
12	01 54 23 00 0019	CCF	Up To 20' Height Heavy Duty Masonry Scaffolding Initial Erection And Final Dismantling, Per CCF Of Scaffolding And Accessories.								$3,634.05
				Quantity		Unit Price		Factor	=	Total	
			Installation	100.00	x	28.86	x	1.2592	=	3,634.05	
			Erection and Dismantling of Scaffolding								
13	01 56 23 00 0003	LF	Up To One Month Rental, FDOT Type K Barricade Rental, Per LFRental cost per linear foot for 1st month only. Includes initial transport to job, unloading, placement, pinning, unpinning, loading, and final transport to back to yard. Excludes mobilization charge for crew and equipment.								$469.83
				Quantity		Unit Price		Factor	=	Total	
			Installation	16.00	x	23.32	x	1.2592	=	469.83	
			Barricades to close sidewalk to public for 1st month								
14	01 56 23 00 0004	LFD	>One Month Rental, FDOT Type K Barricade Rental, Per LF Per DayThis task is to be used for extended rental in conjunction with the "Up To One Month Rental" task for each linear foot day after the initial 1-month rental period. This task is priced by the linear foot day. To reach the total extended rental price beyond the 1st month, multiply the linear foot day price (lfd) x total linear feet of barriers (lf) x rental period (days). Excludes mobilization.								$2.22
				Quantity		Unit Price		Factor	=	Total	
			Installation	16.00	x	0.11	x	1.2592	=	2.22	
			Barricades to close sidewalk to public for 2nd month.								
15	01 56 23 00 0006	EA	Mobilization Of FDOT Type K BarricadesMobilization charge for crew and equipment for each trip to either install, remove or relocate temporary precast concrete K-Wall Barriers to, from, or on the job site.								$699.17
				Quantity		Unit Price		Factor	=	Total	
			Installation	1.00	x	555.25	x	1.2592	=	699.17	
			Mobilization charge for barricades								
16	01 71 13 00 0003	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.								$808.15
				Quantity		Unit Price		Factor	=	Total	
			Installation	1.00	x	641.80	x	1.2592	=	808.15	
			Delivery and Pick Up of Boom Manlift								

Work Order Number: 080588.01
Work Order Title: Deerfield Beach Fire Station 75 Repairs Supplemental

General Conditions

17	01 74 19 00 0015		EA	30 CY Dumpster (3 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.							$1,253.03
					Quantity		Unit Price		Factor		Total
				Installation	2.00	x	497.55	x	1.2592	=	1,253.03
				Dumpsters for Concrete Demo and Constrution Debris							

Subtotal for General Conditions **$26,705.10**

Joist Repair

18	01 22 20 00 0038		HR	WelderFor tasks not included in the Construction Task Catalog® and as directed by owner only.							$4,305.46
					Quantity		Unit Price		Factor		Total
				Installation	80.00	x	42.74	x	1.2592	=	4,305.46
				Labor hours represent Joist Repair. Detail for task required for Joist Repair to be determined.							

Subtotal for Joist Repair **$4,305.46**

Misc

19	10 71 16 13 0005		SF	0.063" Aluminum Hurricane Panels (Miami-Dade Approved)							$18.23
					Quantity		Unit Price		Factor		Total
				Installation	0.00	x	12.11	x	1.2592	=	0.00
				Demolition	8.00	x	1.81	x	1.2592	=	18.23
				Remove storm shutter							
20	10 71 16 13 0416		LF	Stud Angle Storm Panel Track							$113.96
					Quantity		Unit Price		Factor		Total
				Installation	0.00	x	8.05	x	1.2592	=	0.00
				Demolition	50.00	x	1.81	x	1.2592	=	113.96
				Remove shutter tracks							

Subtotal for Misc **$132.19**

Painting

21	07 92 13 00 0011		CLF	1/2" x 3/4" Joint, Silicone Sealant And Caulking							$1,256.58
					Quantity		Unit Price		Factor		Total
				Installation	2.00	x	415.84	x	1.2592	=	1,047.25
				Demolition	2.00	x	83.12	x	1.2592	=	209.33
				Caulking around all windows and door frames							
22	07 92 13 00 0011	0092	MOD	For 1 Part Mildew Resistant, Add							$220.01
					Quantity		Unit Price		Factor		Total
				Installation	2.00	x	87.36	x	1.2592	=	220.01
23	09 91 13 00 0089		SF	Paint Exterior Stucco Walls, 1 Coat Primer, Brush/Roller Work							$3,928.70
					Quantity		Unit Price		Factor		Total
				Installation	6,500.00	x	0.48	x	1.2592	=	3,928.70
				Prime Building Exterior							
24	09 91 13 00 0089	0202	MOD	For >5,000 To 10,000, Deduct							-$409.24
					Quantity		Unit Price		Factor		Total
				Installation	6,500.00	x	-0.05	x	1.2592	=	-409.24
25	09 91 13 00 0091		SF	Paint Exterior Stucco Walls, 2 Coats Paint, Brush/Roller Work							$8,266.65
					Quantity		Unit Price		Factor		Total
				Installation	6,500.00	x	1.01	x	1.2592	=	8,266.65
				Paint Building Exterior							

Work Order Number: 080588.01
Work Order Title: Deerfield Beach Fire Station 75 Repairs Supplemental

Painting

26	09 91 13 00 0091	0202	MOD	For >5,000 To 10,000, Deduct										-$818.48
					Installation	Quantity 6,500.00	x	Unit Price -0.10	x	Factor 1.2592	=	Total -818.48		
27	09 91 13 00 0224		LF	Paint Exterior Metal Door Frame And Trim, 1 Coat Primer, Brush/Roller Work										$44.98
					Installation	Quantity 76.00	x	Unit Price 0.47	x	Factor 1.2592	=	Total 44.98		
					Prime Exterior Hollow Metal Door Frames									
28	09 91 13 00 0226		LF	Paint Exterior Metal Door Frame And Trim, 2 Coats Paint, Brush/Roller Work										$96.66
					Installation	Quantity 76.00	x	Unit Price 1.01	x	Factor 1.2592	=	Total 96.66		
					Paint Exterior Hollow Metal Door Frames									
29	09 91 13 00 0231		EA	Paint Exterior Metal Door, Both Faces, 1 Coat Primer, Brush/Roller Work										$176.44
					Installation	Quantity 4.00	x	Unit Price 35.03	x	Factor 1.2592	=	Total 176.44		
					Prime Exterior Hollow Metal Doors									
30	09 91 13 00 0233		EA	Paint Exterior Metal Door, Both Faces, 2 Coats Paint, Brush/Roller Work										$317.77
					Installation	Quantity 4.00	x	Unit Price 63.09	x	Factor 1.2592	=	Total 317.77		
					Paint Exterior Hollow Metal Doors									
31	09 91 13 00 0240		SF	Paint Exterior Metal Overhead, Sectional Door, Or Roll Up Door, 1 Coat Primer, Brush/Roller Work										$444.25
					Installation	Quantity 360.00	x	Unit Price 0.98	x	Factor 1.2592	=	Total 444.25		
					Prime Roll Up Doors, Exterior Side Only									
32	09 91 13 00 0242		SF	Paint Exterior Metal Overhead, Sectional Door, Or Roll Up Door, 2 Coats Paint, Brush/Roller Work										$951.96
					Installation	Quantity 360.00	x	Unit Price 2.10	x	Factor 1.2592	=	Total 951.96		
					Paint Roll Up Doors, Exterior Side Only									
33	09 91 43 00 0005		SF	Hand Scrape, Concrete And Masonry Surfaces, Surface Preparation										$2,209.90
					Installation	Quantity 6,500.00	x	Unit Price 0.27	x	Factor 1.2592	=	Total 2,209.90		
					Surface Prep for Exterior Painting									
34	09 91 43 00 0005	0317	MOD	For >5,000 To 10,000, Deduct										-$81.85
					Installation	Quantity 6,500.00	x	Unit Price -0.01	x	Factor 1.2592	=	Total -81.85		
35	09 91 43 00 0007		SF	Up To 5,000 PSI Pressure Wash, Concrete And Masonry Surfaces, Surface Preparation										$1,800.66
					Installation	Quantity 6,500.00	x	Unit Price 0.22	x	Factor 1.2592	=	Total 1,800.66		
					Surface Cleaning for Exterior Painting									
36	09 91 43 00 0007	0317	MOD	For >5,000 To 10,000, Deduct										-$81.85
					Installation	Quantity 6,500.00	x	Unit Price -0.01	x	Factor 1.2592	=	Total -81.85		
37	09 91 43 00 0017		SF	Hand Scraping And Sanding, Metal Surfaces, Surface Preparation										$68.00
					Installation	Quantity 200.00	x	Unit Price 0.27	x	Factor 1.2592	=	Total 68.00		
					Surface Prep for Painting HM Doors									

Work Order Number: 080588.01
Work Order Title: Deerfield Beach Fire Station 75 Repairs Supplemental

Painting

38	09 91 43 00 0017	0322	MOD	For >100 To 250, Add									$22.67
					Quantity		Unit Price		Factor	=	Total		
				Installation	200.00	x	0.09	x	1.2592	=	22.67		
39	09 91 43 00 0018		SF	Up To 5,000 PSI Pressure Wash, Metal Surfaces, Surface Preparation									$50.37
					Quantity		Unit Price		Factor	=	Total		
				Installation	200.00	x	0.20	x	1.2592	=	50.37		
				Surface Cleaning for HM Doors									
40	09 91 43 00 0018	0322	MOD	For >100 To 250, Add									$12.59
					Quantity		Unit Price		Factor	=	Total		
				Installation	200.00	x	0.05	x	1.2592	=	12.59		

Subtotal for Painting **$18,476.77**

Permit

41	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.								$2,200.00
					Quantity		Unit Price		Factor	=	Total		
				Installation	2,000.00	x	1.00	x	1.1000	=	2,200.00		
				Estimated Permit Fees at 2.30%									

Subtotal for Permit **$2,200.00**

Roof Flashing

42	07 62 13 00 0025		SF	0.032" Thick, Mill Finish, Aluminum Flashing And Trim									$1,947.35
					Quantity		Unit Price		Factor	=	Total		
				Installation	150.00	x	8.95	x	1.2592	=	1,690.48		
				Demolition Flashing Repair	150.00	x	1.36	x	1.2592	=	256.88		

Subtotal for Roof Flashing **$1,947.35**

Roof Leaks

43	07 01 50 81 0006		SF	Roof Repair, Membrane Roofing, Up To 10 SF									$4,196.28
					Quantity		Unit Price		Factor	=	Total		
				Installation	250.00	x	13.33	x	1.2592	=	4,196.28		
				Roof Repair									
44	07 05 13 00 0004		EA	>2 To 3 SQ, Mobilization Of Crew For Small Quantity Of Roof Work									$287.74
					Quantity		Unit Price		Factor	=	Total		
				Installation	1.00	x	228.51	x	1.2592	=	287.74		
				Mobilization for Roof Repair									

Subtotal for Roof Leaks **$4,484.02**

Rust Spot

45	09 91 43 00 0022		SF	Tight Mill Scale With Fine Powder Rust, Commercial Blast, Metal Surfaces, Surface Preparation									$156.14
					Quantity		Unit Price		Factor	=	Total		
				Installation	200.00	x	0.62	x	1.2592	=	156.14		
				Rust Spot Removal Surface Prep									

Work Order Number: 080588.01
Work Order Title: Deerfield Beach Fire Station 75 Repairs Supplemental

Rust Spot

46	09	91	43	00 0022	0322	MOD	For >100 To 250, Add						$37.78
						Installation	Quantity 200.00	x	Unit Price 0.15	x	Factor 1.2592	=	Total 37.78
47	09	97	13	23 0033		SF	Brush Type 1 Structural Steel 1.5 Mil Prime Coat						$166.21
						Installation	Quantity 200.00	x	Unit Price 0.66	x	Factor 1.2592	=	Total 166.21
						Rust Spot Removal Coating							
48	09	97	13	23 0033	0336	MOD	For >100 To 250, Add						$50.37
						Installation	Quantity 200.00	x	Unit Price 0.20	x	Factor 1.2592	=	Total 50.37

Subtotal for Rust Spot **$410.50**

Stucco Repair

49	09	01	20	91 0026		SF	>250 SF, Chip, Clean And Repair Plaster/Stucco						$3,097.63
						Installation	Quantity 400.00	x	Unit Price 6.15	x	Factor 1.2592	=	Total 3,097.63
						Stucco Repair and patching after storm track removal							

Subtotal for Stucco Repair **$3,097.63**

Proposal Total **$97,121.81**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **%**

Subcontractor Listing

Date: November 10, 2020

Re:

IQC Master Contract #:	FL-NEA-GC04-041019-JLC
Work Order #:	080588.01
Owner PO #:	
Title:	Deerfield Beach Fire Station 75 Repairs Supplemental
Contractor:	Johnson-Laux Construction, LLC
Proposal Value:	$97,121.81

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		$0.00	0.00

SRI CONSULTANTS, INC.
ENGINEERS & ARCHITECTS
"EST. 1994"

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Boynton Beach, FL 33426
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DEERFIELD BEACH FIRE STATION #75
CONCRETE REPAIR PROJECT

ESTIMATED QUANTITY SHEET AS OF OCTOBER 28, 2020
(Refer to Section 3 of the Specifications for the explanation of items)

Item No.	Sect. No.	Description		Unit	Estimated Quantity	Unit Price	Item Total $
1	3.2.1A	Mobilization/General Conditions		Lump Sum			
2	3.2.1B	Staging, Scaffolding and Disposal		Lump Sum			
3	3.2.2	Slab Repair Top	Partial Depth (4" max)	Sq. ft.	30		
4	3.2.3	Column & Beam Repair (max 4" deep)		Sq. ft.	260		
5	3.2.4	Stucco		Sq. ft.	350		
6	3.2.5	Rust Spot (Include existing attachments & fasteners removal)		Each	200		
7	3.2.6	Shutter Removal & Disposal		L.ft.	8		
8	3.2.7	Shutter Track & Anchor Removal and Patching		L.ft.	50		
9	3.2.8	Permit		Lump Sum			
						TOTAL:	

CONTINGENCY ITEMS

Item No.	Sect. No.	Description	Unit	Estimated Quantity	Unit Price	Item Total $
10	3.3.1	Demobilize / Remobilize (Includes removing swing stages, ropes, electrical cables, portable toilets etc. to safe place during hurricane warnings, protecting work-in-progress such as unsupported pipes, A/C units, etc.)	Lump Sum Per Occurrence			

Notes:

1. The preceding quantities are estimates based on visual observation of the existing exterior structure (concrete/stucco Only). Final quantities may increase or decrease depending on actual condition of the structure at the time of construction. Quantities do not included any component and cladding, roof system, roof structure, and all items not defined in Section 3 of the Repair and Material Specification. Contingency such as electrical and/or mechanical repairs are not included.

2. All unit pricing shall include the costs of labor and materials; curing; finish to match existing original conditions; steel reinforcement placement; forming; shoring and application of primer.

3. Unit cost for concrete repairs shall include stucco material to match original finish, where applicable.

REPAIR AND MATERIAL SPECIFICATIONS

DEERFIELD BEACH FIRE STATION 75
CONCRETE REPAIR PROJECT

FIRE STATION #75
DEERFIELD BEACH
71 SE 21ST AVENUE
DEERFIELD BEACH, FL 33990

Prepared by:

SRI Consultants, Inc.
2240 W Woolbright Rd
Boynton Beach, Florida 33426
Phone: (561) 372-1290

Renato O. Silva, P.E.
FL. Reg. No.79294

OCTOBER 2020

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SECTION 1 - GENERAL REQUIREMENTS

1.1 RELATED DOCUMENTS

1.1.1 Any structural Drawings and General Provisions of the contract apply to this section.

1.2 CODES & STANDARDS

Unless otherwise noted, all work shall comply with Florida Building Code 2017, ACI 318-14, ASCE 7-10 and applicable ASTM standards for material testing. Since specialty materials of repairs and/or protection are required for this project, all material manufacturers' specifications and guidelines shall be implemented to assure performances and service life warrantees.

1.3 MATERIAL TESTING AND DOCUMENTATION

1.3.1 Contractor shall submit product purchase receipts as a proof of type and quantity of material used. Submittal shall occur monthly in conjunction with pay application. Failure to comply will result in delay of the approval of pay applications.

1.3.2 If requested by the project Engineer, Contractor shall perform as part of his contract (through independent testing laboratory) quality control testing to assure field structural strength of repair material. One set of three standard cylinders or cubes shall be prepared for testing at the beginning of the project. Report of 7, 14 and 28-day strength shall be submitted to the Engineer.

1.4 PROJECT CONDITIONS

1.4.1 Weather conditions:

A. Do not apply repair material when ambient and surface temperatures are 95 ºF and above, unless specifically allowed in material manufacturer's guidelines.

B. Do not operate swing stages during storms warnings. Follow applicable OSHA requirements. All swing stages to be inspected & certified prior to initiation of work.

1.4.2 Site Conditions:
Fire Station #75 consists of a two-story building, reinforced concrete structure and one-story garage. The present repairs project is inclusive of the building's exterior structure and exclusive of the interior and roof structures.

A. Location of storage of material on site shall ensure easy access, safety of the residents, clear vehicular path for the residents and visitors and structural integrity of the storage area at various stages of the construction.

B. Vehicular path of heavy construction vehicles and maximum permissible loads shall be established prior to beginning the construction by the Engineer of Record.

C. Due to limited parking available, the work should be coordinated so as to avoid blocking too many parking spaces at any one time. Contractor shall present to the Association an estimate of number of vehicles used during the project so as to help plan for necessary parking. If more than two (2) personal vehicles are to be used by the Contractor or their employees, the additional vehicles will be required to park to an adjacent off-site parking area.

D. The building will be fully functional and occupied for the duration of the project, including all common areas, lobbies, pool area, walkways, access driveways, parking, etc.

E. Existing construction, structures, facilities and landscaping of the subject property, as well as that of adjacent tenants, buildings and public property shall not be damaged. In the event of any incidental damage, the Contractor will be responsible for either the repair or replacement of the damaged items.

F. Pre-condition Survey: Prior to commencement of any work, the Contractor shall provide the Owner and Engineer with videotape and/or photographs of the existing condition of the repair areas and of the areas adjacent to the work.

G. The Contractor shall report, in writing, any damage to the building and its surrounding property caused by the work as each incident occurs. The Contractor shall repair or replace any damaged property to the condition it was as the start of construction.

1.5 CONSTRUCTION INSPECTIONS

Contractor shall be responsible for calling all City inspections for all work and trades as necessary and as required by the governing municipality or county. Additional inspections for the purposes of contract fulfillment and compliance with specifications shall be made by the Association’s Engineer. Contractor shall give

sufficient notice to the Engineer to inspect and quantify all work. Engineer's quantification will be sole basis for the payment for the work completed.

1.6 SAFETY AND CONDUCT

1.6.1 Contractor shall employ an independent Florida P.E. (Civil/Structural) to design temporary support/shoring system for the project and submit shoring design to the Association's Engineer for review. Accepted shoring design shall be submitted to the local building authority as a part of the permit. Acceptance of the shoring design by the Association's Engineer or Association's representative will not relieve the contractor or its engineer from the full liability. Safety of the repair crew shall be sole responsibility of the Contractor.

1.6.2 Contractor shall limit public access to and from the work areas as necessary to ensure the safety of the general public.

1.6.3 Contractor shall plan for anticipated contingencies including OSHA mandated First-Aid. A map of local area first-aid centers, fire departments, hospitals and their phone numbers shall be posted in the site-office.

1.6.4 Contractor shall submit a safety manual (if any) or adapt OSHA safety guides and have it available on site. Contractor's employees shall sign a declaration that they have received such instructions.

1.6.5 **It is the responsibility of the Contractor to ensure the safety of their employees by any means necessary in order to protect said employees from any embedded hazards in the concrete structure when performing slab excavations (i.e. electrical or gas lines). Such means include but are not limited to GPR scanning, X-ray scanning, and electronic locators.**

1.6.6 Contractor shall submit his drug testing policy for employees (or adapt one, if required).

1.6.7 Personnel Conduct

A. The Contractor shall be responsible to properly supervise his and his Subcontractor employees as to proper language, conduct, dress and noise.

B. Consumption of alcohol and/or drugs on the site by contractor's employees or hire's, or any sub-contractor's employees and its hire's will not be tolerated.

C. The Engineer or the Property Manager or Association's representative shall have the right to require the Contractor or Subcontractors to remove from the project, with cause, any employee.

D. The Contractor shall provide the Engineer with a list of all personnel to be employed at the job site in accordance with the Owner's security policy.

E. The Contractor shall provide restroom facilities to be used by their employees. The building facilities shall not be used by the Contractor's employees.

1.7 PERMITS

Contractor shall be responsible for obtaining all the necessary permits and ordering any inspections from the local authorities.

1.8 SCHEDULE OF WORK AND PHASING

1.8.1 In order to accommodate the Owner's occupancy of portions of the site and existing buildings during the period of construction, the work shall be performed in phases. The Contractor shall acquaint himself, in detail, with the Owner's requirements for maintaining facilities in use for normal operations with minimum interruption throughout the construction period and shall plan and schedule his operations to provide such.

1.8.2 The work will be performed in phases.

1.8.3 **The Contractor shall submit a complete proposed sequence schedule for the entire work, showing all dates, activities, inspection events for trades, and other related data, such as coordinated submittal schedules before the project is started.**

1.8.4 The sequence schedule shall conform to all of the Owner's requirements for the use of the existing facility with minimum interruption to normal operations, following the guidelines for phasing indicated in the applicable contract Documents, and general standards for safe and efficient construction.

1.8.5 The Contractor shall develop a construction plan for the performance of the work described by the contract documents. This plan will become part of the final contract.

1.8.6 The construction plan shall include, but is not limited to, the sequence of the construction, repair procedures and demolition plan. The plan will be subject to review in the weekly or bi-weekly meeting for the purposes of evaluating the project progress and may be modified to suit specific

conditions that may arise from time to time, subject to completion period stipulated in the contract documents. The meetings shall be attended by the Engineer (or his representative), Contractor's project supervisor, Property Manager and any Board member. Only in the extreme situations beyond the control of contractor or owner (act of god, nature), shall the completion period be extended. Contractor shall submit professional as-built drawings of repairs (i.e. CAD format), at the end of the project.

1.8.7 The construction plan shall be clearly displayed in contractor's site office or Association's office. If the contractor plans to have a field office, exact nature, size and location of such will be the subject of the pre-construction project-planning meeting. **Contractor shall not change or replace the assigned field supervisor unless requested by the owner or owner's representative or due to unforeseen circumstances.** This is critical for timely completion of the project.

1.8.8 Contractor shall be familiar with and follow City of Lauderdale By The Sea Ordinances regarding noise, working hours, traffic etc. Any violations of current ordinances, by the contractor, shall be sole responsibility of the contractor

1.8.9 Shop Drawings:

A. The Contractor shall submit to Engineer complete shop drawings and manufacturer product specifications (cut-sheets) as required by these specifications.

B. Review and approval of shop drawings and product specifications is for the design concept only. Approval of shop drawings by the Engineer does not release the Specialty Engineer pf any professional liability. The Contractor shall check and approve the shop drawings for compliance and completeness before submittal. Approval by Engineer is not for the purpose of approving changes or substitutions. The Contractor shall be responsible for all dimensions, quantities, job conditions, and coordination with all documents and other trades.

1.8.10 Product Data: Submit manufacturer's product literature and installation instructions.

1.8.11 Subcontractor's approval by Manufacturer: Submit document stating manufacturer's acceptance of subcontractor as an Approved Applicator for the specified materials, where applicable.

1.8.12 The Contractor shall provide a minimum five (5) copies of all submittals.

1.8.13 Allow a minimum of seven (7) days for review.

1.9 WARRANTIES

1.9.1 Contractor shall warrant all workmanship and materials to be in compliance with the terms of this Agreement, free of defects, and will repair or replace the same at the Contractor's expense. Such warranty is in addition to, and not in lieu of, other warranties, express or implied, and any remedies otherwise available to Owner. All roof work including mechanical equipment supports, flashings, insulations and concrete repairs shall carry a five (5) year Contractor's labor and material warranty. The roofing system shall carry a Manufacturer's twenty (20) year N.D.L. Warranty. Any compliance inspections by manufacturer's representative needed to receive manufacturer's warranties shall be sole responsibility of the contractor.

1.9.2 The defective workmanship shall be corrected to the satisfaction of the Engineer, at the Contractor's expense. Contractor's expense will include all costs for material, equipment and labor as necessary to correct the defective work including any engineering fees for inspections.

1.9.3 Any payment (approved or paid) for any work that is later (before completion of the project) found to be defective, shall be rescinded and deducted from the current pay application. The corrected work can then be included in the future pay applications.

1.10 AS-BUILT AND RECORD DRAWINGS

1.10.1 As-built drawings are prepared by the Contractor. The drawings will show on-site changes to the original construction documents. The Contractor will be responsible for accurately and completely documenting the changes.

1.10.2 The Contractor shall record on the as-builts the name and license number of the person in responsible charge of the work performed and certify that the as-built records are true and thorough.

1.10.3 The as-built drawings shall be presented to the Engineer of Record for review.

1.10.4 If accepted by the Engineer, the information from the as-builts shall be incorporated into the engineered plans, and these plans shall then be Record Drawings.

SECTION 2 - REPAIR MATERIALS AND EQUIPMENT

2.1 GENERAL

2.1.1 The acceptable products are listed hereafter. To use substitute materials, Contractor shall submit a written request to the Engineer including detailed materials specifications, properties and reason for substitution.

2.1.2 Contractor shall not substitute materials without a written approval from the Engineer.

2.1.3 Contractor shall follow the manufacturers' recommendations on product installation and to ensure compatibility among products.

2.2 REPAIR MATERIALS

The materials listed below may or may not apply to all repair locations. Contractor shall refer to the repair recommendations and/or structural details for selection of appropriate material from the following list.

2.2.1 For horizontal surfaces, requiring rapid curing:
SikaQuick 1000
Aquafin Mortar-40 – 1½" to Full Depth

2.2.2 For vertical and overhead surfaces trowel or low-pressure spray applied:
Sika VOH
Aquafin Mortar-V/O CI

2.2.3 For form and pour / form and pump placement:
Sikacrete 211 SCC Plus
MORTAR-Crete-CI FULL DEPTH – 1" to 8"

2.2.4 For thin coat application on horizontal or vertical surfaces
Sika Repair 222 (unextended) with water and/or latex (1/8"- 1")
Aquafin MORTAR-Screed CI
Aquafin MORTAR-QuickPatch

2.2.5 Reinforcing steel: ASTM A615, grade 60, deformed bars, galvanized, or 300 series stainless steel. All reinforcing steel used in the edge repairs shall be 304 stainless steel (non-magentic).

2.2.6 FRP Reinforcement: Aslan 100 GFRP Rebar, www.aslanfrp.com

2.2.7 Concrete: All pumped concrete and/or all masonry filled cells shall be minimum 3000 psi at 28 days. Water/cement ratio shall be less than 0.5 and minimum 5 bags of type I cement shall be used. For pump mix

concrete, slump may be increased using admixtures conforming to ASTM C-494. Contractor shall submit mix design for approval.

2.2.8 Epoxy: Epoxy for grouting FRP rebars and anchor bolts shall be Sika Anchorfix

2.2.9 Concrete Fiber Reinforcement: When specified by Engineer, concrete is to be fiber reinforced (Nylon Synthetic micro fibers, 1 lb/ft^3, SikaFiber FN).

2.3 WATER

Water used for mixing repair materials shall be potable water, free of any chlorides and sulfides.

2.4 CURING COMPOUNDS

Repaired concrete surfaces shall be cured with water for up to 72 hours. Evaporation reducers may be used to avoid plastic and shrinkage cracks in the case of extreme weather.

2.5 SEALER FOR CRACK REPAIR

Sikadur 35 Hi-Mod, LV LPL (up to ¼" wide cracks),
Sikadur 55 SLV for slab cracks-Gravity Feed
Planibond CR 50 (Low Viscocity- Gravity feed), Planibond EBA (Wider Crack)

2.6 RUST PROTECTION FOR REINFORCEMENT

a) Sika Armatec 110 EpoCem - All exposed steel reinforcement shall be mechanically cleaned to remove all contaminants and rust. Once reinforcement surface is free of all contaminants and rust, apply initial bond coat of Sika Armatec © (per manufacturer specifications). If concrete is not poured within a 24 hour period, an additional coat of Sika Armatec © is to be applied. A minimum of two coats is to be applied per Sika Product Specifications.
b) Cortec CorrVerter- All exposed steel reinforcement shall be cleaned to remove all contaminants and rust by means of a wire brush and the rusty steel surface washed with high-pressure water to remove excess salt contamination before applying the product. Brush, roll, or spray an initial coat of CorrVerter® (per manufacturer specifications).
c) Aquafin Rebar Primer/Bond-CI- All exposed steel reinforcement shall be cleaned to remove all contaminants and rust by means of a wire brush and the rusty steel surface washed with high-pressure water to remove excess salt contamination before applying the product. Apply REBAR PRIMER/BOND-CI by brush or spray at a thickness of 20 mils to properly prepared steel

reinforcement. Place repair mortar after primer has dried and within 7 days of application.

2.7 STUCCO

Amerimix Premium AMX 715 PP
Sto Powerwall

2.8 MASONRY

For any CMU walls. Concrete Masonry Units shall conform to ASTM C90-70. CMU blocks shall be standard 4"x8" or 4"x16". Mortar shall be Type "S" conforming to ASTM C-270. Vertical Cells to be filled solid shall have vertical alignment to maintain continuous open area, not less than 2"x4".

2.9 METAL FASTENERS

All metal fasteners used to secure any object or structural component to shall be 300 series Stainless Steel and shall be installed using 8,000-10,000 psi epoxy wherever possible. **410 Stainless Steel or any magnetic grade S/S will not be acceptable.**

SECTION 3 - SCOPE OF WORK

3.1 GENERAL

The scope of work to be performed includes providing of all materials, labor, services, utilities, permit fees, supervision, tools and equipment, as required for the concrete repairs at Deerfield Beach Fire Station #75.

3.2 ITEM DESCRIPTION

All concrete repairs shall include curing, finish to match existing original conditions, steel reinforcement placement, forming, shoring, and application of paint primer (to be done immediately after repair has cured).

3.2.1 **General Conditions:**

A. **Mobilization:** Includes initial setup of work area, bringing in storage container or trailers, providing means of electricity to power necessary equipment, dumpsters, mobilizing all equipment on site, providing portable bathroom for workers (if required), clearing or protecting landscaping and/or recreational areas (if required), documenting existing site conditions with pictures and videos (all documentation shall be submitted to the Engineer for records, prior to commencement of the work).

B. **Staging, Scaffolding and Disposal:** Includes erecting staging, swing stages, mast climbers etc. and moving them as the work progresses. Also includes any electrical cabling to the power source, securing staging to the building, protecting roof membrane and construction debris disposal. If scaffolding is to be erected, it shall include an internal stairs system (to be provided by the contractor, and cost shall be included in item total).

3.2.2 **Slab Repair Top:** Includes horizontal slab repairs on top of the slab surface. The partial depth repairs shall be maximum 4" deep or a minimum ¾" below the lowest rebar in the repair area. Full depth repair will require removing all concrete from the repair area. All repairs shall be without cutting the existing rebar unless directed by the Engineer. Also, all re-entrant corners of the repair area shall be rounded or cut at 45º (see typical repair geometry drawing). All exposed steel reinforcement shall be mechanically cleaned to remove all contaminants and rust. Once reinforcement surface is free of all contaminants and rust, apply initial bond coat of Sika Armatec © (per manufacturer specifications). If concrete is not poured within a 24-hour period, an additional coat of Sika Armatec © is to be applied. A minimum of two coats is to be applied per Sika Product Specifications.

3.2.3 **Column & Beam Repairs:** The finished repairs shall conform to the original shape and size of the structural element, unless otherwise directed by the Engineer. Some column and beam repairs may require shoring. All exposed steel reinforcement shall be mechanically cleaned to remove all contaminants and rust. Once reinforcement surface is free of all contaminants and rust, apply initial bond coat of corrosion inhibitor/protection (per manufacturer specifications). If concrete is not poured within a 24-hour period, an additional coat is to be applied. Application to meet manufacturer's requirements. All concrete repairs shall include curing, finish to match existing original conditions (including stucco), forming, shoring, and application of paint primer (to be done immediately after repair has cured). Repairs that require rebar replacement shall be retrofitted with Fiber Reinforced Polymer (FRP) reinforcement.

3.2.4 **Stucco Repairs:** Includes removing loose and delaminated stucco from the walls, sealing the exposed concrete and/or masonry, and applying new stucco to match existing texture. This item also includes any crack repairs per manufacturer's recommendations.

3.2.5 **Rust Spots:** Rust spots with bleeding rust from corroding rebar or slab runners to be chipped to expose and cut back or cut off the rusting steel. Includes patching. All exposed steel reinforcement shall be mechanically cleaned to remove all contaminants and rust. Once reinforcement surface is free of all contaminants and rust, apply initial bond coat of corrosion inhibitor/protection (per manufacturer specifications). If concrete is not poured within a 24-hour period, an additional coat is to be applied. Application to meet manufacturer's requirements. All concrete repairs shall include curing, finish to match existing original conditions (including stucco), forming, shoring, and application of paint primer (to be done immediately after repair has cured).

3.2.6 **Shutter Removal and Disposal:** Includes any concrete and stucco repairs that may come from removing any fasteners. If extensive concrete damage is found any repairs will be quantified and billed per scope of work.

3.2.7 **Anchor Removal and Patching:** Remove minimum 4" wide perimeter stucco strip and existing anchors from around openings. Fill holes with Sika VOH. Includes Stucco finish to match existing surface.

3.2.8 **Permits:** At cost. This item includes all permitted items (Concrete, Roof, etc.)

3.3 CONTINGENCY ITEMS

3.3.1 **Hurricane Demobilization/Mobilization:** In the event of Hurricane warning, the engineer shall issue demobilization order. The contractor shall secure or remove all movable machinery, equipment, materials until the threat of hurricane or storm level winds subsides. Upon order to remobilize, the contractor shall resume the normal construction activities.

SECTION 4 - CONCRETE REPAIR

4.1 SURFACE PREPARATION

4.1.1 Remove the entire surface covering such as tiles, carpets, overlays etc. from the entire surface to bare concrete. Care must be taken to remove all the tile grout form the slab surface so as not to leave any surface imperfections. These will prevent proper application of final slab coating, as well as affect positive drainage. If the surface is bare, remove any surface coating by water blast cleaning (5000 psi). Any cant bead or caulking present at the wall/slab interface shall be included in removal and replacement. Damaged caused (i.e. divots) during removal shall be the contractor's responsibility at his expense to prepare the slab for proper waterproofing.

4.1.2 As marked by the engineer, mechanically remove unsound concrete. Verification of repair area by the engineer is required prior to commencing further repair work.

4.1.3 Continue concrete removal as required to expose sound aggregate and corrosion-free reinforcement. Substrate should have minimum amplitude of ¼". Limit the size of chipping hammers to maximum 15 lb. To reduce the risk of micro fractures and rebar damage. Expose the steel by removing concrete to provide a clearance of ¾" behind the bar, unless the rebar is corrosion-free and well bond in the surrounding concrete. Do not cut existing steel reinforcement.

4.1.4 Cut the perimeter of repair area by saw or other methods approximately 90 degrees to surface, less than ½" deep. The total repair area shall have a simple layout to minimize the length of edges and reduce the risks of shrinkage stress concentration and cracking.

4.1.5 Roughen the existing concrete surfaces to allow mechanical interlock with the repair concrete. Re-chip any concrete area found to be delaminated.

4.1.6 Thoroughly clean the roughened surface and exposed reinforcement of rust, dirt, loose chips, and dust. The method used may be high-pressure water (3,000 to 10,000 psi) that may be mixed with sand or abrasive blast cleaning. Maintain substrate in a saturated, surface-dry condition.

4.1.7 Where reinforcing steel with active corrosion is encountered, comply with the following:

Where corrosion or the removal operation has created a loss of cross-section area of reinforcement of 25% or more contact the Engineer for structural inspection.

Refer to Table 1 to find the remaining thickness of rebar corresponding to 25% loss of cross section due to corrosion for several rebar sizes. If approved, splice new reinforcing steel to existing steel. The total length of the splicing reinforcement shall be determined in accordance with ACI 318-14.

TABLE 1

Rebar Size	Rebar Area Sq. in.	Rebar Diameter (inches) for 25% area reduction	Rebar Diameter (inches) for 50% area reduction	Rebar Diameter (inches) for 75% area reduction
3	0.110	0.32	0.27	0.19
4	0.196	0.43	0.35	0.25
5	0.307	0.54	0.44	0.31
6	0.442	0.65	0.53	0.38
7	0.601	0.76	0.62	0.44
8	0.785	0.87	0.71	0.50
9	0.994	0.97	0.80	0.56
10	1.227	1.08	0.88	0.63

4.1.8 Prior to grouting, Contractor shall wet the concrete surfaces with water.

4.1.9 Engineer shall be notified to inspect the completed surface preparation. No repair materials shall be applied to the structure, until engineer's approval of the entire surface preparation and reinforcement placement.

4.1.10 All the finished concrete surfaces shall be clean and suitable for coating application.

4.1.11 The engineer's field record will be sole source of quantities for payment. Contractor is encouraged to participate during field inspection to avoid miscommunication and any disputes for later payments.

4.2 MATERIAL MIXING

4.2.1 Contractor shall use repair materials as specified in Section 3 of the Specifications. The manufacturer's recommendations shall be strictly followed.

4.2.2 When mixing the repair material at the job site, a complete mixing procedure shall be subjected to the Engineer for approval.

4.2.3 In hot weather (warmer than 90 ºF), keep all equipment, pumping system, and base plates cool. Use cold water in the mix. If necessary, float ice in drums of water or use shaved ice in place of 50% to 75% by weight of the mixing water. However, ice shall be totally melted before entering the mix. Always pour the mixed material through a 3/8" screen to remove un-melted ice, lumps and foreign materials.

4.3 APPLICATION

4.3.1 Clean the concrete surface with compressed air prior to applying repair material. Remove all free water from the concrete surface.

4.3.2 Place repair material with a minimum application thickness of 1".

4.3.3 Contractor shall be responsible to provide proper forming when needed, to conform to original architectural dimensions. When using trowel application, care shall be taken to uniformly apply repair material, especially behind and between the rebars.

4.3.4 Structural detailing, such as drip edge, shall be built into the formwork, rather than saw cutting afterwards. No saw cutting or chipping of repaired structure is permitted unless approved by the engineer.

4.4 FINISHING

4.4.1 Surfaces of repaired areas shall be leveled float, screed, trowels, etc. Maintain the existing slope of the slab or, if necessary, rectify slab imperfections to allow positive drainage towards the outer edge of the balcony. Skim coating may also be used, if appropriate, to rectify any drainage problems. Vertical surfaces shall be finished plumb to vertical or to match the surrounding areas.

4.4.2 Where rapid evaporation may occur, apply an evaporation reducer as specified in Section 2 of the Specifications.

4.4.3 Apply final finish when repair material has begun to stiffen.

4.4.4 Final finished surface to match existing finish of stairwell slab.

4.5 CURING

Protect fresh concrete from premature evaporation. Cure finished repairs by keeping the repaired area continuously moist with water as soon as repaired surface has hardened (thumb print hard), for a minimum of 72 hours.

4.6 EQUIPMENT

4.6.1 Scaffold & Shoring: It is the responsibility of the Contractor to employ the necessary professional services to determine the necessary methods and supports regarding forming, shoring, scaffolding, bracing and construction loads. Particular attention shall be given to the shoring and temporary bracing of the structure during demolition. Complete shop drawings and calculations for proposed systems must be submitted to Engineer for review and approval. Shop drawings must be signed and sealed by a Florida registered, professional structural engineer. Scaffolding and shores shall remain in place until all repair work is complete and approved.

4.6.2 Engineer /Threshold Inspector shall have full rights to stop the project if staging is found to be deficient.

4.6.3 Contractor shall also secure all the construction area including debris-prone area on the ground, by clear signs and ropes or tapes.

4.6.4 All workers shall follow all OSHA mandated safety procedures.

4.6.5 Chipping hammers should be restricted to **maximum 15 lb.** Motorized wire wheels or sandblasting should be used to clean the rebars, with proper protection against dust infiltration into individual units (hand brushes are not acceptable).

4.6.6 Materials should be mixed using drill mounted mixing rods to achieve uniform mixing of the material

4.6.7 The contractor is expected to have generally accepted, industry standard, tools for the restoration project. Delays in the project due to poor selection of equipment are not acceptable.

4.6.8 The contractor shall provide sufficient on-site sanitary attachments throughout the project duration. Further, such attachments shall be routinely maintained so as to avoid undue odors and spills on the site and shall be promptly removed from the site after the completion of the project.

4.6.9 **It is the responsibility of the Contractor to provide all necessary electricity to perform the required work and repairs for the scope of the project.** The Owners/Building is required to provide the primary means of electricity for the project. Before the start of the project, it is the responsibility of the Contractor to ensure that sufficient electricity will be provided to their employees (i.e. electrical outlets, extensions, transformers) for all phases of the project.

SECTION 5 - CRACK REPAIR

5.1 ROUTING

As directed by the Engineer (cracks marked for repairs in field) route cracks to approximately 3/8" X 3/8" cross-section. Clean the routed crack thoroughly with compressed air. Do not use water for cleaning. If rebars are exposed as a result of routing, chip at least ¾" around the rebar.

5.2 REPAIR

Treat with crack sealer as specified in Section 2 of the Specifications. Inject adhesive into routed cracks under pressure using equipment appropriate for this application. If ports are used, begin injection at lower entry port and continue until adhesive appears in adjacent entry port.

5.3 FINISHING & CLEANUP

Remove temporary ports and excessive adhesive. Clean surfaces adjacent to repair and blend finish.

SECTION 6 - SITE MAINTENANCE

6.1.1 Contractor shall be responsible for the maintenance and disposal of the construction debris. The debris containers shall be so located as not to disturb the condominium traffic. The dumpsters shall be at the street level, where the hauling trucks can easily empty the dumpsters No personal refuse (paper cups, soda cans etc.) shall be left on site. At the end of each day any such refuse shall be bagged and placed in the dumpster.

6.1.2 All loose material that could become airborne during storms or high winds should be secured at the end of each day.

6.1.3 All onsite repair material needs to be protected from weather damage throughout the project duration. And periodically checked for any damage.

6.1.4 Care should be taken not to damage the property and the tenants' belongings. Contractor shall replace any damage caused by his work. Any such incidence shall be immediately reported to the Property Manager.

6.1.5 Contractor shall be familiar with and obey all applicable local ordinances, especially, noise, dust and safety.

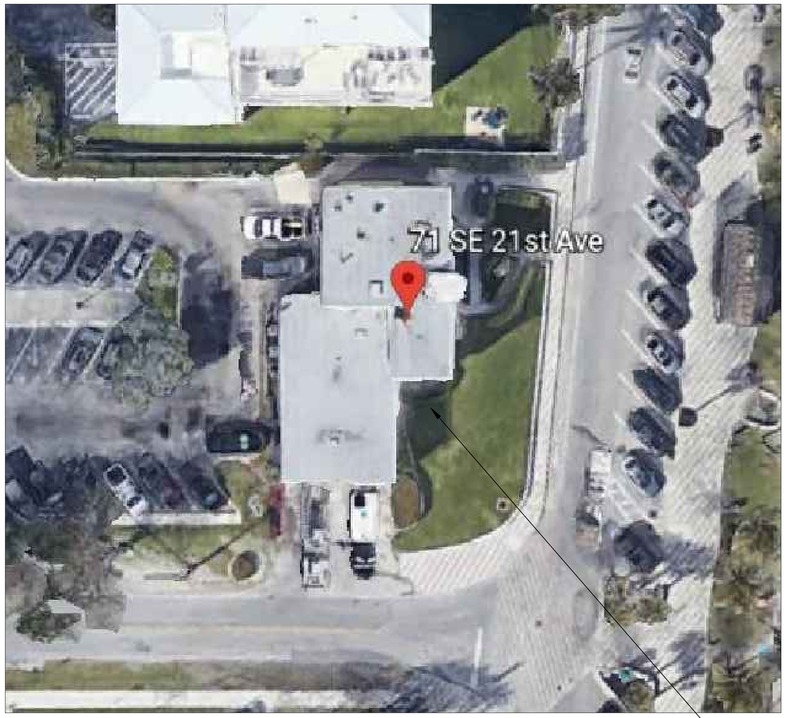
6.1.6 Contractor shall store all the on-site construction material in a safe and orderly manner.

6.1.7 Contractor and his agents shall follow the Condominium Association's rules regarding traffic, parking, site cleanliness and safety.

6.1.8 Any disturbed landscaping will be replaced by the condominium. However, prior to beginning the project, the Contractor and the Association shall work out an agreement regarding the extent of landscape area occupation and remedy for any other damages related to building structure such as fences, trees, side-walks, and pavers at the entrance.

FIRE STATION #75

71 SE 21st Ave,
Deerfield Beach, FL 33990



Location Plan
N.T.S

FIRE STATION #75

INDEX OF DRAWINGS

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S-2	GENERAL NOTES
S-3	SURVEY NOTES
S-4	GENERAL & TYPICAL REPAIR DETAILS

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NO.	DATE	REVISIONS	BY

PROJECT OWNER:
FIRE STATION #75
71 SE 21st Ave,
Deerfield Beach, FL
33990

SHEET TITLE:
COVER/LOCATION

PROJECT NUMBER:	2020-35
DATE:	10/19/2020
DRAWN BY:	LL
CHECKED BY:	SSR
SHEET NUMBER:	S - 1
	1 OF 4
SCALE:	N.T.S

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STRUCTURAL NOTES

GENERAL ENGINEERING AND CONSTRUCTION

CODES & STANDARDS

1. STRUCTURES ARE DESIGNED IN COMPLIANCE WITH THE 2017 FLORIDA BUILDING CODE (6th ed.) AND ASCE 7-10.
2. FLORIDA BUILDING CODE, EXISTING BUILDING - 2017 EDITION CLASSIFICATION OF WORK (CHAPTER 4) REPAIRS IN ACCORDANCE WITH SECTION 402
3. FLORIDA BUILDING CODE, EXISTING BUILDING - 2017 EDITION PUBLIC SWIMMING POOL IN ACCORDANCE WITH SECTION 454
4. BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE (ACI 318-14)
5. GUIDE FOR SURFACE PREPARATION FOR THE REPAIR OF DETERIORATED CONCRETE RESULTING FROM REINFORCING STEEL CORROSION (TECHNICAL GUIDE NO. 310.1R-2008) BY THE INTERNATIONAL CONCRETE REPAIR INSTITUTE

GENERAL: CONSTRUCTION METHODS, PROCEDURES, AND SEQUENCES ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL TAKE THE NECESSARY MEANS TO MAINTAIN AND PROTECT THE STRUCTURAL INTEGRITY AND SERVICEABILITY OF THE CONSTRUCTION AT ALL TIMES.

CONSTRUCTION LOADS: STRUCTURAL MEMBERS AS SHOWN IN THE WORKING DRAWINGS HAVE BEEN DESIGNED TO CARRY THE CODE REQUIRED SERVICE LOADS ONLY. THE STRUCTURAL DESIGN OF THIS PROJECT HAS NOT CONSIDERED LOADS IMPOSED DURING CONSTRUCTION. CONSTRUCTION LOADS MAY EXCEED THE SERVICE DESIGN LOADS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENGAGING THE NECESSARY CONSTRUCTION ENGINEERING AND DESIGN, AND DETERMINING AND EMPLOYING THE METHODS NECESSARY TO SUPPORT ALL LOADS IMPOSED DURING CONSTRUCTION.

CONSTRUCTION COORDINATION: THE CONTRACTOR SHALL COORDINATE ALL WORK REQUIRED BY THE ARCHITECTURAL, STRUCTURAL, MECHANICAL, PLUMBING AND ELECTRICAL WORKING DRAWINGS, AND SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, AND THE LOCATION AND SIZES OF ALL CHASES, INSERTS, OPENINGS, SLEEVES, FINISHES,DEPRESSIONS, AND OTHER PROJECT REQUIREMENTS NOT SHOWN ON THE STRUCTURAL WORKING DRAWINGS.

CONFLICTS: WHEREVER CONFLICTS, DISCREPANCIES, OR AMBIGUITIES EXIST IN THE STRUCTURAL DRAWINGS, SCHEDULES OR NOTES, THEY SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND ENGINEER FOR CORRECTION AND/OR CLARIFICATION.

SHOP DRAWINGS:

(i) THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS DETAILING CONCRETE REINFORCING STEEL, STRUCTURAL AND MISCELLANEOUS STEEL, AND OTHER CONSTRUCTION REQUIRING OFF-SITE FABRICATION INCLUDED IN THE STRUCTURAL DRAWINGS FOR THE APPROVAL OF THE ENGINEER.

(ii) APPROVAL OF SHOP DRAWINGS BY THE ENGINEER IS FOR DESIGN AND LAYOUT ONLY, AND IS NOT FOR THE PURPOSE OF AUTHORIZING CHANGES TO THE CONTRACT DRAWINGS OR APPROVING SUBSTITUTIONS. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE CONTRACT DRAWINGS, GENERAL CONDITIONS, SUPPLEMENTAL GENERAL CONDITIONS, SPECIAL CONDITIONS, AND SPECIFICATIONS APPLICABLE TO THE SHOP DRAWINGS AND THE SUBMITTALS. THE CONTRACTOR SHALL CHECK AND APPROVE THE SHOP DRAWINGS BEFORE SUBMISSION TO THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DIMENSIONS, QUANTITIES, JOB CONDITIONS, AND COORDINATION AS DEFINED HEREIN, AND WITH OTHER CONSTRUCTION TRADES. IF THE SHOP DRAWINGS ARE DISAPPROVED BY THE ENGINEER, THE CONTRACTOR SHALL RESUBMIT CORRECTED DRAWINGS TO COMPLY WITH THE CONTRACT DOCUMENTS.

(iii) THE CONTRACTOR SHALL USE MANUFACTURER'S CERTIFIED SHOP DRAWINGS AND SPECIFICATIONS FOR SPECIAL EQUIPMENT AND/OR CONSTRUCTION INSTALLATIONS,INCLUDING SKYLIGHTS, HEATING AND COOLING EQUIPMENT, POOL EQUIPMENT, ETC. THE CONTRACTOR SHALL COORDINATE INSTALLATION WITH THE WORKING DRAWINGS, AND PROVIDE ALL ADDITIONAL MATERIAL REQUIRED FOR THE INSTALLATION NOT SHOWN IN THE WORKING DRAWINGS.

(iv) THE CONTRACTOR SHALL SUBMIT SUFFICIENT COPIES OF THE SHOP DRAWINGS TO ALLOW THE ENGINEER TO KEEP ONE SET OF DOCUMENTS FROM EACH SUBMITTAL FOR HIS/HER RECORDS.

(v) THE CONTRACTOR SHALL ALLOW A MINIMUM OF SEVEN (7) DAYS FOR THE ENGINEER TO REVIEW SHOP DRAWINGS, AFTER DATE OF RECEIPT BY THE ENGINEER. FOR LARGE SUBMITTALS, ADDITIONAL TIME MAY BE REQUIRED.

ENGINEER'S LIMITATIONS OF RESPONSIBILITY: THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE QUALITY OR COMPOSITION OF MATERIALS, SHOP DRAWINGS OR FABRICATIONS, CONSTRUCTION INSPECTION, SUPERVISION, OR REVIEW, SPECIAL INSPECTION, OR THE QUALITY AND CORRECTNESS OF CONSTRUCTION UNLESS THE APPROPRIATE SUBMISSIONS, REPORTS, APPROVALS, SHOP DRAWINGS, INSPECTIONS, SITE VISITS, CONSTRUCTION REVIEW, OR SPECIAL INSPECTIONS ARE PERFORMED BY THE ENGINEER OR HIS/HER REPRESENTATIVE AS REQUIRED HEREIN, AND THEN ONLY SUCH RESPONSIBILITY AS IS ASSOCIATED WITH THE SPECIFIC WORK PERFORMED AS IS COMMONLY ASSIGNED A STRUCTURAL ENGINEER IN RELATION TO OTHER ENGINEERING AND CONSTRUCTION DISCIPLINES ASSOCIATED WITH THE PROJECT.

THE ENGINEER SHALL NOT BE RESPONSIBLE FOR SITE AND CONSTRUCTION SAFETY AND/ORTHE SAFETY OF CONSTRUCTION WORKERS. SITE AND CONSTRUCTION SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF HIS EMPLOYEES AND THE SAFETY OF THE EMPLOYEE OF ALL SUBCONTRACTORS TO THE PROJECT.

REINFORCED CONCRETE

CONCRETE WORK SHALL CONFORM TO ALL REQUIREMENTS OF "ACI 301", LATEST EDITION, "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS" AS WELL AS "ACI 318-14" "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE" EXCEPT AS MODIFIED BY THE SUPPLEMENTAL REQUIREMENTS BELOW.

CONCRETE AGGREGATES: NOMINAL MAXIMUM SIZE OF COARSE AGGREGATES SHALL NOT BE LARGER THAN ¾ INCHES

ADMIXTURES: CONCRETE MAY CONTAIN A WATER REDUCING ADMIXTURE CAPABLE OF INCREASING WORKABILITY AND REDUCING THE AMOUNT OF MIXING WATER, CONFORMING TO ASTM C-494, TYPE "A", OTHER ADMIXTURES MAY BE USED IF APPROVED BY THE ENGINEER.

QUALITY OF CONCRETE:

(i) CONCRETE SHALL BE NORMAL WEIGHT, AND SHALL ATTAIN A 28-DAY MINIMUM COMPRESSIVE STRENGTH (f'c) OF 4000 psi, UNLESS OTHERWISE STATED IN THE PLANS.

(ii) THE MAXIMUM WATER-CEMENT RATIO SHALL NOT EXCEED 0.45.

(iii) THE MINIMUM CEMENT CONTENT FOR CONCRETE SHALL BE 5 BAGS PER CUBIC YARD.

(iv) UNLESS OTHERWISE PERMITTED OR SPECIFIED, THE MAXIMUM ALLOWABLE SLUMP OF CONCRETE SHALL BE FOUR (4) INCHES. NO WATER SHALL BE ADDED AT THE JOBSITE.

(v) WHERE SPECIFIED, CONCRETE SHALL BE REINFORCED WITH NYLON SYNTHETIC MICRO FIBERS, 1 LB/FT^3

TEST ON CONCRETE:

(i) TESTS ON CONCRETE USED IN CONSTRUCTION SHALL BE MADE BY AN APPROVED TESTING LABORATORY, AND REPORTS SUBMITTED TO THE ENGINEER. THE COSTS OF SUCH TESTS SHALL BE ASSUMED BY THE OWNER.

(ii) NO LESS THAN THREE SPECIMENS SHALL BE MADE FOR EACH STANDARD TEST, AND NO LESS THAN ONE TEST FOR EACH 50 CUBIC YARDS OF CONCRETE USED ON THE PROJECT.

(iii) SPECIMENS SHALL BE TESTED IN ACCORDANCE WITH THE STANDARD METHOD OF TEST FOR COMPRESSION STRENGTH OF MOLDED CONCRETE CYLINDERS, ASTM C39-72. REPORTS TO THE ENGINEER SHALL BE SUBMITTED FOR EACH TEST PERFORMED.

(iv) THE AGE FOR STRENGTH TESTS OF CONCRETE SHALL BE 28-DAYS. STRENGTH TESTS FOR AN EARLIER AGE SHALL BE SUBMITTED IF THE ENGINEER HAS APPROVED CONCRETE IN THE STRUCTURE TO RECEIVE ITS FULL WORKING LOADS AT SUCH EARLIER TIME. SEVEN DAY TESTS MAY BE USED WITH THE APPROVAL OF THE ENGINEER, PROVIDED THAT THE RELATION BETWEEN THE SEVEN AND 28-DAY STRENGTHS OF THE CONCRETE IS ESTABLISHED BY TEST FOR THE MATERIALS AND PROPORTIONS USED.

(v) WHEN THERE IS A QUESTION AS TO THE QUALITY OF THE CONCRETE IN THE STRUCTURE, THE ENGINEER SHALL HAVE THE RIGHT TO REQUIRE CORE TESTS IN ACCORDANCE WITH THE STANDARD METHODS OF OBTAINING AND TESTING DRILLED CORES AND SAWED BEAMS OF CONCRETE, (ASTM C42), TO ORDER LOAD TESTS ON THAT PORTION OF THE STRUCTURE WHERE THE QUESTIONABLE CONCRETE HAS BEEN PLACED, OR TO REQUIRE OTHER REASONABLE TESTS TO EVALUATE THE STRENGTH OF THE STRUCTURE.

CURING OF CONCRETE: A CURING COMPOUND SHALL BE APPLIED TO THE TOP OF "GREEN" CONCRETE SLABS AS SOON AS PRACTICAL AFTER PLACEMENT OF THE CONCRETE, FOLLOWING THE MANUFACTURE'S SPECIFICATIONS AND RECOMMENDATIONS. SPECIFICATIONS FOR CURING COMPOUNDS SHALL BE SUBMITTED TO THE ARCHITECT AND ENGINEER FOR APPROVAL. ALTERNATIVELY, CONCRETE SHALL BE KEPT IN A WET CONDITION FOR THE FIRST 24 HOURS AFTER PLACEMENT, AND SHALL BE MAINTAINED IN A MOIST CONDITION FOR AT LEAST THE FIRST SEVEN DAYS AFTER PLACING.

FORMS AND SHORING

REMOVAL OF FORMS: FORMS SHALL BE REMOVED IN SUCH MANNER AS NOT TO IMPAIR THE SAFETY AND SERVICEABILITY OF THE STRUCTURE. FORMS AND SUPPORTS SHOULD REMAIN IN PLACE UNDER ORDINARY CONDITIONS UNTIL THE CONCRETE HAS HARDENED SUFFICIENTLY SO AS NOT TO SUFFER DAMAGE, BUT NEVER LESS THAN THE FOLLOWING TIME WITHOUT PERMISSION FROM THE ENGINEER.

1) WALLS, COLUMNS, SIDES OF BEAMS AND GIRDERS.....24 HOURS.

2) BOTTOM FORMS FOR SLABS, BEAMS, AND GIRDERS.....14 DAYS, BUT NEVER LESS THAN 80% OF SPECIFIED CONCRETE COMPRESSIVE STRENGTH (f'c)

SHORING AND RESHORING OF CONCRETE CONSTRUCTION:

(a) THE SHORING SYSTEM DESIGN AND INSTALLATION SHALL BE MADE BY AN EXPERIENCED CONTRACTOR OR ENGINEER AND SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
   1) RECOMMENDED PRACTICE FOR CONCRETE FORMWORK (ACI 347).
   2) FORMWORK FOR CONCRETE, PUBLICATION SP-4, ACI.
   3) "RECOMMENDED SAFETY REQUIREMENTS FOR SHORING CONCRETE FORMWORK", SCAFFOLDING AND SHORING INSTITUTE.

(a) THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE SHORING OR RESHORING OF CONCRETE CONSTRUCTION FOR THE PROJECT.

REINFORCING STEEL

REINFORCING STRENGTH: ALL CONVENTIONAL REINFORCING STEEL SHALL HAVE A MINIMUM YIELD STRENGTH OF 60,000 PSI AND SHALL CONFORM TO ASTM A-615 GRADE 60.

WELDED WIRE FABRIC: WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185.

CONCRETE PROTECTION FOR REINFORCEMENT: THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCEMENT:

ITEM	MINIMUM COVER, IN
a) CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH.....	3
b) CONCRETE EXPOSED TO EARTH OR WEATHER: #6 THROUGH #11 BARS.....	2
#5 BARS AND SMALLER.....	1 ½
c) CONCRETE NOT EXPOSED TO EARTH OR WEATHER: SLABS, WALLS, JOINTS	3/4

d) THE ABOVE PROTECTIVE COVERING ARE MINIMUMS, BUT PROTECTION SHALL NOTBE LESS THAN REQUIRED FOR FIRE-RESISTIVE RATINGS.

e) THE CONTRACTOR SHALL PROVIDE THE NECESSARY BOLSTER, CHAIRS, ANDMISCELLANEOUS REINFORCEMENT REQUIRE FOR THE SUPPORT OF REINFORCING.STEEL WIRE BAR SUPPORTS USED SHALL BE CLASS "C", PLASTIC PROTECTED.

SPLICES IN REINFORCEMENT

(i) IN SLABS, BEAMS, AND GIRDERS, SPLICES IN REINFORCEMENT AT POINTS OF MAXIMUM STRESS SHALL BE AVOIDED WHEREVER POSSIBLE. SUCH SPLICES WHERE USED SHALL BE WELDED, LAPPED OR OTHERWISE FULLY DEVELOPED, BUT, IN ANY SUCH CASE SHALL TRANSFER THE ENTIRE STRESS FROM BAR TO BAR WITHOUT EXCEEDING THE ALLOWABLE BOND AND SHEAR STRESSES. THE MINIMUM OVERLAP FOR A LAPPED SPLICE SHALL BE 24 BAR DIAMETERS, BUT NOT LESS THAN 12 INCHES. THE CLEAR DISTANCE BETWEEN BARS SHALL ALSO APPLY TO THE CLEAR DISTANCE FROM A CONTACT SPLICE AND ADJACENT SPLICES OR BARS. DO NOT LAP MULTIPLE BARS IN THE SAME LOCATION.

(ii) WELDED WIRE FABRIC REINFORCEMENT SHALL BE LAPPED ONE MESH PLUS TWO INCHES. 12 INCHES OR AS NOTED IN THE PLANS.

(iii) SPLICES IN COLUMNS, BEAMS, GIRDERS, AND SLABS NOT SHOWN IN THE PLANS SHALL BE CLASS "B" CONTACT LAP SPLICES.

(iv) INTERIOR AND EXTERIOR HORIZONTAL LAPPED CORNER BARS SHALL BE PROVIDED AT ALL CORNERS TO MATCH THE SIZE, TYPE, AND SPACING OF HORIZONTAL FOOTING,WALL, MASONRY BOND BEAM, OR CONCRETE TIE BEAMS REINFORCEMENT.

PIPES AND CONDUIT EMBEDDED IN CONCRETE: ELECTRIC CONDUIT AND OTHER PIPES SHALL NOT DISPLACE THAT CONCRETE ON WHICH STRESS IS CALCULATED OR WHICH IS REQUIRED FOR FIRE PROTECTION TO A GREATER EXTENT THAN FOUR (4) PERCENT OF THE AREA OF THE CROSS SECTION. SLEEVES OR OTHER PIPES PASSING THROUGH FLOORS, WALLS, OR BEAMS SHALL NOT BE OF SUCH SIZE OR IN SUCH LOCATION AS UNDULY TO IMPAIR THE STRENGTH OF THE CONSTRUCTION. EMBEDDED PIPES AND CONDUITS OTHER THAN THOSE MERELY PASSING THROUGH SHALL NOT BE LARGER IN OUTSIDE DIAMETER THAN ONE-THIRD THE THICKNESS OF THE SLAB, WALL, OR BEAM IN WHICH THEY ARE EMBEDDED; SHALL NOT BE SPACED CLOSER THAN THREE DIAMETERS ON CENTERS, NOR SO LOCATED AS TO UNDULY IMPAIR THE STRENGTH OF THE CONCRETE.

STRUCTURAL STEEL

1. STANDARDS : ALL STRUCTURAL STEEL AND ERECTION THEREOF SHALL CONFORM TO THE AMERICAN INSTITUTE OF STEEL CONSTRUCTIONS (AISC) "MANUAL OF STEEL CONSTRUCTION" (15TH EDITION,2017), AND aisc 360-16.

2. STRUCTURAL SHAPES :

"W"	A992	MIN. YIELD STRESS 50 KSI
"C" & "L"	A36	MIN. YIELD STRESS 36 KSI
"HSS"	A500 GRADE B	MIN. YIELD STRESS 46 KSI
'PLATES'	A36	MIN. YIELD STRESS 36 KSI

3. SHOP DRAWINGS : COMPLETE SHOP DRAWINGS AND ERECTION DRAWINGS SHALL BE SUBMITTED FOR REVIEW AND APPROVE PRIOR TO CONSTRUCTION. ALL DETAILS OF STEEL ELEMENTS AND CONNECTIONS SHALL BE PART OF THIS SUBMITTAL. ALL MATERIALS AND DESIGNATIONS SHALL BE CLEARLY INDICATED. THE FABRICATOR SHALL BE RESPONSIBLE FOR IMPLEMENTING THE DESIGN AS SET FORTH ON THE PLANS AND MAINTAINING FABRICATION AND ERECTION TOLERANCES FOR ENSURING THE FIT AND ERECT ABILITY OF THE STRUCTURE.

4. BOLTS: ALL BOLTS SHALL CONFORM TO "SPECIFICATION FOR LOW CARBON STEEL EXTERNALLY AND INTERNALLY THREADED STANDARD FASTENERS" ASTM A 307 OR "HIGH STRENGTH BOLTS FOR STRUCTURAL STEEL JOINTS, INCLUDING SUITABLE NUTS AND PLAIN HARDENED WASHERS" ASTM A 325. SEE PLANS AND DETAILS FOR DESIGNATIONS AND LOCATIONS. ALL BOLTS SHALL BE A 325 UNLESS SPECIFICALLY NOTED OTHERWISE.

5. WELDS: ALL STRUCTURAL STEEL WELDS SHALL CONFORM TO AMERICAN WELDING SOCIETY (AWS) STANDARDS AND SHALL BE MADE PROPERLY CERTIFIED WELDERS. ALL ELECTRODES SHALL BE E70XX. ALL WELDS SHALL BE WIRE BRUSHED AND PAINTED TO ASSURE WEATHER RESISTANCE.

6. SHOP PAINTING : ALL STEEL SHALL BE SHOP PAINTED PRIOR TO DELIVERY TO THE JOB SITE WITH AN APPROVED WEATHER AND RUST RESISTANT PAINT. ALL STEEL SHALL BE SUBSTANTIALLY FREE FROM RUST WHEN DELIVERED TO THE JOB SITE.

7. ALL STEEL SHAPES, WELS AND BOLTS EXPOSED TO EXTERIOR OR IN UNCONTROLLED ENVIRONMENT SHALL BE HOT DIP GALAVNIZED AND WILL NE FIELD PAINTED AS DIRECTED BY THE ARCHITECT.

SHOP PAINTING: ALL STEEL SHALL BE SHOP PAINTED PRIOR TO DELIVERY TO THE JOB SITE WITH AN APPROVED WEATHER AND RUST RESISTANT PAINT. ALL STEEL SHALL BE SUBSTANTIALLY FREE FROM RUST WHEN DELIVERED TO THE JOB SITE.

STEEL JOISTS AND JOIST GIRDERS

1. STANDARDS: ALL OPEN WEB STEEL JOISTS AND JOIST GIRDERS SHALL CONFORM TO THE STANDARD SPECIFICATIONS AND CONFIGURATIONS AS SET FORTH BY SJI UNIT DESIGNATIONS, OR SHALL BE SPECIFICALLY DESIGNED BY FLORIDA REGISTERED PROFESSIONAL ENGINEER. ALL SUCH DESIGN AND SUBMITTALS SHALL CONFORM TO THE REQUIREMENTS SET FORTH BY THE STATE OF FLORIDA, DEPARTMENT OF PROFESSIONAL REGULATIONS, BOARD OF PROFESSIONAL ENGINEERS RELATING TO "DELEGATED ENGINEERS".

2. DESIGN : ALL STEEL JOISTS AND JOIST GIRDERS SHALL BE DESIGNED BY OR UNDER THE DIRECT SUPERVISION OF A FLORIDA REGISTERED PROFESSIONAL ENGINEER EXPERIENCED IN THE DESIGN OF PREFABRICATED SYSTEM. THIS ENGINEER SHALL SIGN AND SEAL ALL DESIGN CALCULATIONS, AND SHOP DRAWINGS CERTIFYING THAT ALL COMPOSITE FLOOR SYSTEM PRODUCTS HAVE BEEN DESIGNED TO MEET THE REQUIREMENTS AND SPECIFICATIONS FOR THIS PROJECT ALONG WITH THE LOAD CRITERIA SHOWN ON THE PLANS. THE ENGINEER SHALL SUBMIT COMPLETE DESIGN CALCULATIONS, PLANS, AND SHOP DRAWINGS CERTIFYING THAT ALL COMPOSITE FLOOR SYSTEM PRODUCTS HAVE BEEN DESIGNED TO MEET THE REQUIREMENTS AND SPECIFICATIONS FOR THIS PROJECT ALONG WITH THE LOAD CRITERIA SHOWN ON THE PLANS. THE ENGINEER SHALL SUBMIT COMPLETE DESIGN CALCULATIONS WHEN REQUESTED. ALL SUCH DESIGN AND SUBMITTAL SHALL CONFORM TO THE REQUIREMENTS AS SET FORTH BY THE STATE OF FLORIDA, DEPARTMENT OF PROFESSIONAL REGULATIONS, BOARD OF PROFESSIONAL ENGINEERS RELATING TO "SPECIALTY ENGINEERS".

3. DESIGN LOADS : ALL STEEL JOISTS AND JOIST GIRDERS SHALL BE DESIGNED AND FABRICATED TO SUPPORT THE FULL LIVE AND DEAD GRAVITY LOADS AS WELL AS THE WIND LOADS LISTED IN THE "DESIGN CRITERIA" SECTION OF THESE STRUCTURAL NOTES. WHEN DESIGNING FOR WIND UPLIFT FORCES, ONLY THE STRUCTURAL SYSTEM DEAD LOAD SHALL BE USED TO RESIST THE UPLIFT FORCES ON THE COMPOSITE FLOOR SYSTEM.

4. SHOP DRAWINGS : COMPLETE SHOP DRAWINGS AND ERECTIONS DRAWINGS SHALL BE SUBMITTED FOR REVIEW. SUCH DRAWINGS SHALL BEAR THE IMPRESSED SEAL AND SIGNATURE OF THE REGISTERED PROFESSIONAL ENGINEER AS NOTED ABOVE. THE DESIGN LOADS USED IN THE DESIGN OF STEEL JOISTS AND JOIST GIRDERS ALONG WITH THE MAXIMUM GRAVITY LOAD AND WIND UPLIFT LOAD REACTIONS FOR EACH MEMBER SHALL BE CLEARLY INDICATED ON THE SHOP DRAWINGS. THE SHOP DRAWINGS SHALL ALSO CLEARLY INDICATE PERMANENT JOIST BRACING REQUIRED TO RESIST THE REQUIRED GRAVITY LIVE AND DEAD LOADS AS WELL AS LATERAL AND UPLIFT WIND LOADS.

5. JOIST DELIVERY AND STORAGE : THE CONTRACTOR SHALL SCHEDULE WITH THE JOIST MANUFACTURER THE DELIVERY DATE OF THE PREFABRICATED STEEL JOIST TO THE JOB SITE TO MINIMIZE DELAYS IN THE ERECTION OF THE JOISTS. IN THE EVENT THAT THE PREFABRICATED STEEL JOIST MUST BE STORED ON SITE SHALL BE ADEQUATELY SUPPORTED "FLAT" OF THE GROUND IN A DRY VENTILATED SPACE PROTECTED FROM THE WEATHER IN STRICT ACCORDANCE WITH THE MANUFACTURERS' RECOMMENDATIONS.

6. JOIST HANDLING AND ERECTION : HANDLING AND ERECTION OF THE PREFABRICATED STEEL JOISTS SHALL BE IN STRICT ACCORDANCE WITH THE MANUFACTURERS' ACCORDANCE WITH THE RECOMMENDATIONS. IN THE EVENT THAT ANY STEEL JOISTS ARE DAMAGED IN ANY MANNER DURING HANDLING AND OR ERECTION, THE CONTRACTOR SHALL CONTACT THE SPECIALTY ENGINEER FOR DIRECTION PRIOR TO PROCEEDING AND INFORM THE ARCHITECT AND ENGINEER OF RECORD IN WRITING OF ANY STRUCTURAL MODIFICATIONS MADE TO THE STEEL JOISTS IN THE FIELD.

7. JOIST IDENTIFICATION : ALL PREFABRICATED STEEL SHALL BE CLEARLY AND PERMANENTLY MARKED WITH THE PROPER IDENTIFICATION SHOWN ON THE SHOP DRAWINGS AS WELL AS THE MANUFACTURERS IDENTIFICATION STAMP.

8. JOIST MODIFICATION : THE CONTRACTOR SHALL NOT ALLOW THE STEEL JOISTS TO BE CUT, ALTERED OR MODIFIED IN ANY WAY UNLESS IT IS CLEARLY INDICATED ON THE SHOP DRAWINGS OR APPROVED IN WRITING BY THE SPECIALTY ENGINEER WITH COPIES TO THE ARCHITECT AND ENGINEER OF RECORD.

9. BRIDGING : THE STEEL JOIST MANUFACTURERS " DELEGATED ENGINEER" SHALL DESIGN AND PROVIDE ALL REQUIRED BRIDGING FOR THE STEEL ROOF JOISTS INCLUDING "UPLIFT BRIDGING" AT THE FIRST BOTTOM CHORD PANEL POINT OF EACH JOIST. ALL BRIDGING SHALL BE COMPLETELY INSTALLED BEFORE ANY SUPERIMPOSED LOADS ARE PLACED ON THE ROOF.

10. WELDING : ALL FIELD WELDS SHALL BE PERFORMED BY CERTIFIED WELDERS. IN THE EVENT THAT REPAIRS OR MODIFICATIONS OF A JOIST ARE REQUIRED, THE WELDER DOING THE WORK MUST BE APPROVED BY THE MANUFACTURER. THE MANUFACTURER SHALL INSPECT ALL REPAIRS OR MODIFICATIONS DONE TO THEIR TRUSSES AND PROVIDE A SIGNED AND SEALED LETTER CERTIFYING THAT THE COMPLETED WORK IS IN COMPLIANCE WITH THEIR DESIGN.

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SHARISH S. RAJPATHAK LICENSE No. 42702 STATE OF FLORIDA PROFESSIONAL ENGINEER

S. S. RAJPATHAK, P. E.
PROFESSIONAL ENGINEER No. 42702
STATE OF FLORIDA

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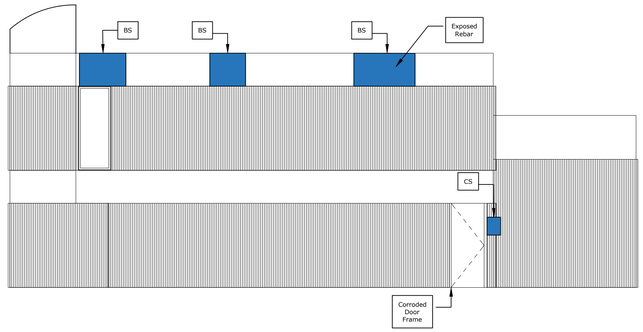
NO.	DATE	REVISIONS	BY

PROJECT OWNER:
FIRE STATION #75
71 SE 21st Ave,
Deerfield Beach, FL
33990

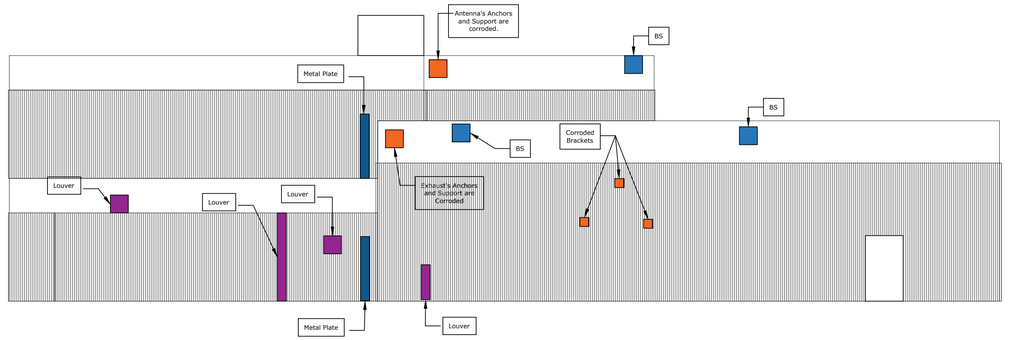
SHEET TITLE:
GENERAL NOTES

PROJECT NUMBER:	2020-35
DATE:	10/26/2020
DRAWN BY:	LL
CHECKED BY:	SSR
SHEET NUMBER:	S - 2
	2 OF 4
SCALE:	N.T.S

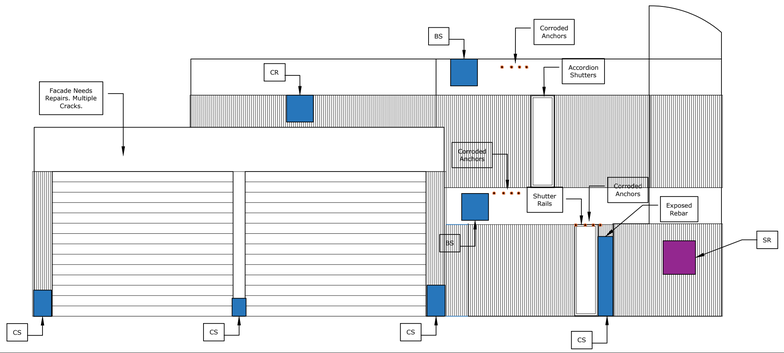
NORTH SIDE



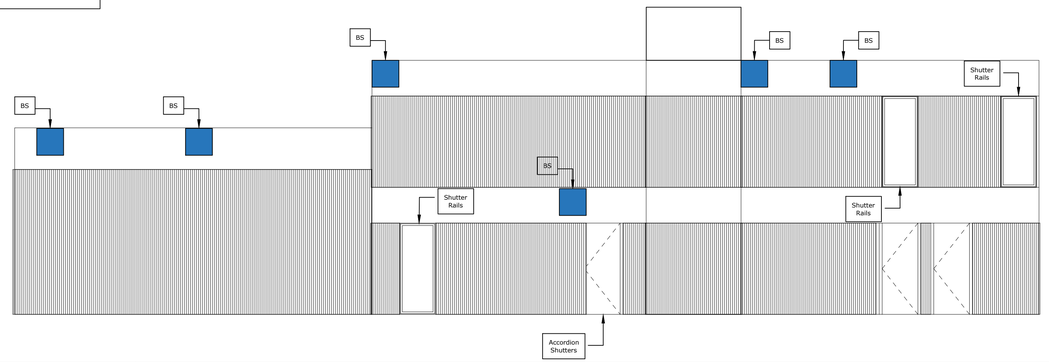
WEST SIDE



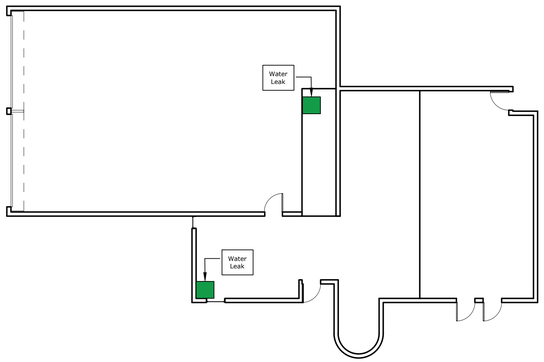
SOUTH SIDE



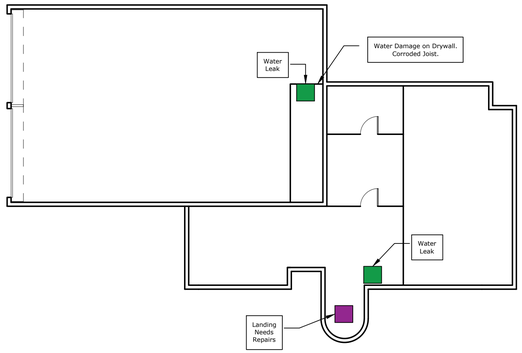
EAST SIDE



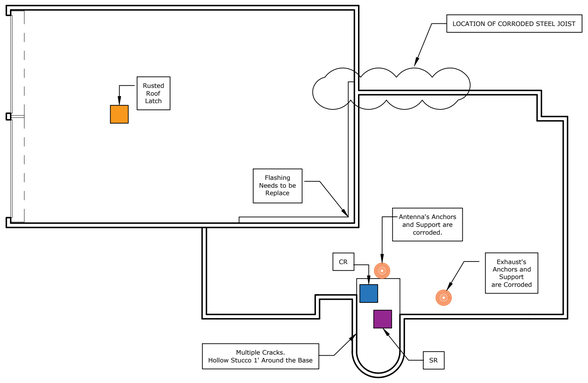
FIRST FLOOR



SECOND FLOOR



ROOF



LEGEND

HC	HORIZONTAL CRACK	**BS**	BEAM SPALL	**PP**	POST POCKET
VC	VERTICAL CRACK	**ED**	EDGE	**RS**	RUST SPOT
SS	SLAB SPALL	**OE**	OVERHEAD EDGE	**EO**	ELECTRICAL OUTLET
OS	OVERHEAD SPALL	**HT**	HOLLOW TILE	**CR**	CONCRETE REPAIR
CS	COLUMN SPALL	**SR**	STUCCO REPAIR		

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NO.	DATE	REVISIONS	BY

PROJECT OWNER:
FIRE STATION #75
71 SE 21st Ave,
Deerfield Beach, FL
33990

SHEET TITLE:
SURVEY NOTES

PROJECT NUMBER:	2020-35
DATE:	10/26/2020
DRAWN BY:	JB
CHECKED BY:	SSR
SHEET NUMBER:	S - 3
	3 OF 4
SCALE:	N.T.S

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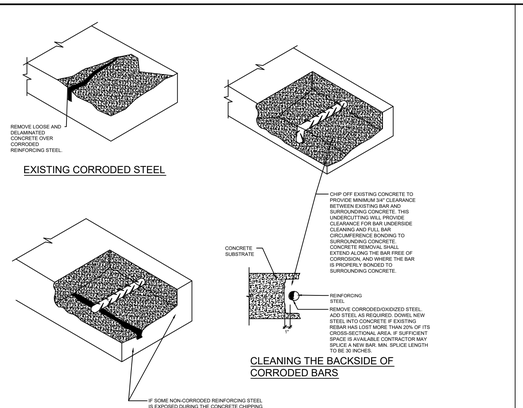
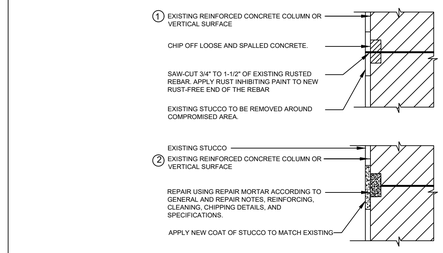


1 TYPICAL CORRODED REINFORCING BAR REPAIR DETAIL

SCALE: N.T.S

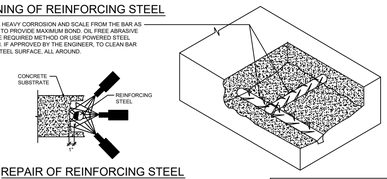


2 REBAR TIP REPAIR DETAIL FOR RUST SPOTS

SCALE: N.T.S

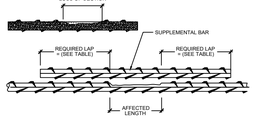
CLEANING OF REINFORCING STEEL

REMOVE ALL HEAVY CORROSION AND SCALE FROM THE BAR AS NECESSARY TO PROVIDE MAXIMUM BOND. OIL FREE ABRASIVE BLAST IS THE REQUIRED METHOD OR USE POWERED STEEL WIRE BRUSH. IF APPROVED BY THE ENGINEER, TO CLEAN BAR TO SILVER STEEL SURFACE, ALL AROUND.



REPAIR OF REINFORCING STEEL DUE TO LOSS OF SECTION

IF REINFORCING STEEL HAS LOST 20% OR MORE OF ITS CROSS-SECTIONAL AREA, ADD A NEW SUPPLEMENTAL BAR. NEW BARS SPLICED TO OLD BARS BY PLACING ON PLACED PARALLEL TO AND APPROX. 1" (19 mm) FROM EXISTING BARS. LAP LENGTHS SHALL BE A MIN. AS SHOWN. CORRODED BAR TO BE CLEANED AND COATED PRIOR TO PLACEMENT OF MORTAR.

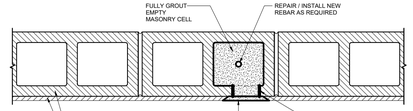


LAP SPLICE TABLE		
BAR SIZE	SPLICE LENGTHS (IN.)	
	CLASS 'B'	TOP BARS CLASS 'B'
# 3	17	25
# 4	23	33
# 5	29	41
# 6	34	49
# 7	49	71
# 8	56	81
# 9	63	91
#10	69	102
#11	76	114

NOTES:
1. TOP BARS HAVE OVER 12" FRESH CONC. BELOW.
2. COVER SPACING = >BAR DIA. OTHERWISE, CONSULT ENGINEER.
3. SPACING
4. TENSION REBARS THAT NEED REPLACEMENT SHALL USE CLASS B SPLICE OR MECHANICAL SPLICING ONLY

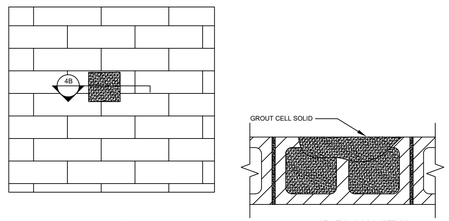
3 TYPICAL CONCRETE AND REINFORCING BAR PREPARATION REQUIREMENTS

SCALE: N.T.S



4 MASONRY WALL REPAIR

SCALE: N.T.S



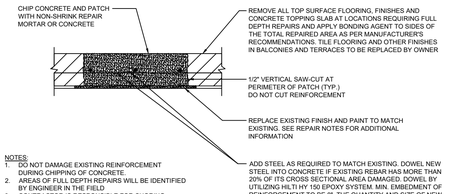
4A ELEVATION

4B PLAN VIEW

NOTE: ENGINEER TO VERIFY APPLICABILITY OF DETAIL DEPENDING ON OPENING SIZE

5 TYPICAL CORRODED REINFORCING BAR REPAIR DETAIL

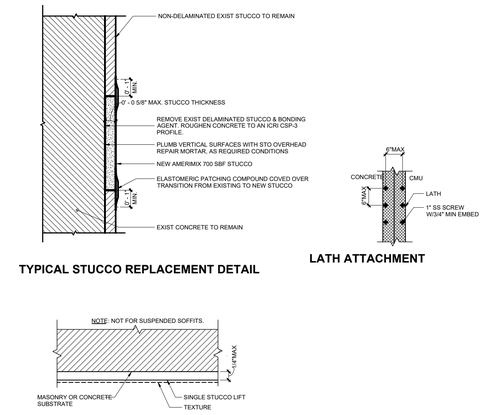
SCALE: N.T.S



NOTES:
1. DO NOT DAMAGE EXISTING REINFORCEMENT DURING CHIPPING OF CONCRETE.
2. AREAS OF FULL DEPTH REPAIRS WILL BE IDENTIFIED BY ENGINEER IN THE FIELD
3. CONTRACTOR IS RESPONSIBLE FOR SHORING

6 FULL DEPTH SLAB REPAIR DETAIL

SCALE: N.T.S

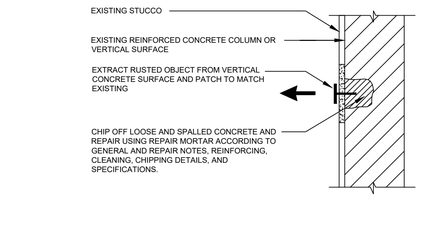


TYPICAL STUCCO REPLACEMENT DETAIL

LATH ATTACHMENT

7 STUCCO REPLACEMENT DETAIL

SCALE: N.T.S

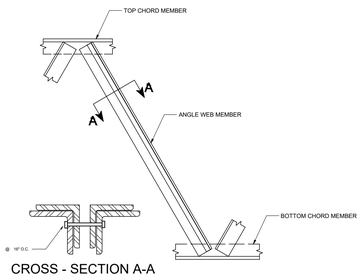


NOTE:

1. DETAIL APPLIES TO CHAIRS, TIE WIRE AND ABANDONED FASTENERS.

8 EMBEDDED ANCHOR REPAIR DETAIL FOR RUST SPOTS

SCALE: N.T.S

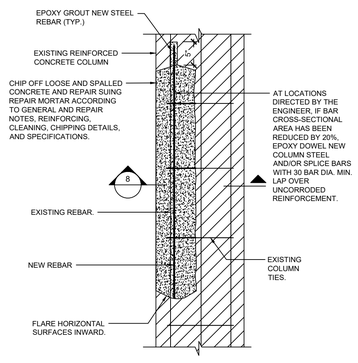


CROSS - SECTION A-A

SCAB THE TOP ANGLE

9 JOIST REPAIR DETAILS

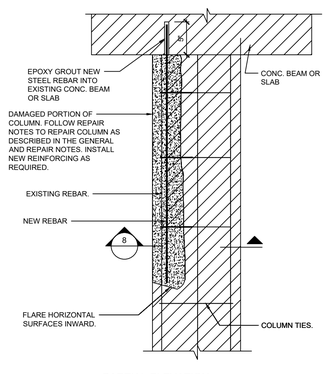
SCALE: N.T.S



PARTIAL ELEVATION

10 COLUMN REPAIR DETAIL

SCALE: N.T.S



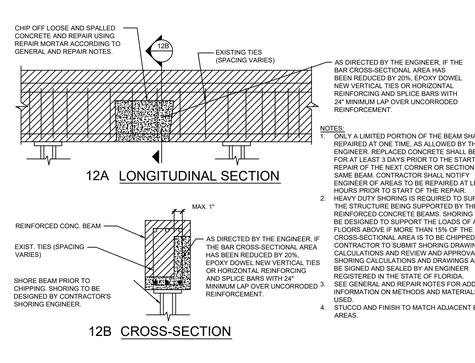
PARTIAL ELEVATION

NOTE:

BASE OF COLUMNS TO BE REPAIRED IN A SIMILAR FASHION

11 COLUMN REPAIR DETAIL AT TOP OF COLUMN

SCALE: N.T.S



12A LONGITUDINAL SECTION

12B CROSS-SECTION

NOTES:
1. ONLY A LIMITED PORTION OF THE BEAM SHALL BE REPAIRED AT ONE TIME, AS ALLOWED BY THE ENGINEER. REPLACED CONCRETE SHALL BE CURED FOR AT LEAST 3 DAYS PRIOR TO THE START OF THE REPAIR OF THE NEXT CORNER OR SECTION OF THE SAME BEAM. CONTRACTOR SHALL NOTIFY ENGINEER OF AREAS TO BE REPAIRED AT LEAST 48 HOURS PRIOR TO START OF THE REPAIR.
2. HEAVY DUTY SHORING IS REQUIRED TO SUPPORT THE STRUCTURE BEING SUPPORTED BY THE REINFORCED CONCRETE BEAMS. SHORING SHALL BE DESIGNED TO SUPPORT THE LOADS OF ALL FLOORS ABOVE IF MORE THAN 15% OF THE BEAMS CROSS-SECTIONAL AREA IS TO BE CHIPPED OFF. CONTRACTOR TO SUBMIT SHORING DRAWINGS AND CALCULATIONS AND REVIEW AND APPROVAL. SHORING CALCULATIONS AND DRAWINGS ARE TO BE SIGNED AND SEALED BY AN ENGINEER REGISTERED IN THE STATE OF FLORIDA.
3. SEE GENERAL AND REPAIR NOTES FOR ADDITIONAL INFORMATION ON METHODS AND MATERIALS TO BE USED.
4. STUCCO AND FINISH TO MATCH ADJACENT EXISTING AREAS.

12 CONCRETE BEAM REPAIR

SCALE: N.T.S

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SUITE 357, BOYNTON BEACH
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NO.	DATE	REVISIONS
		BY

PROJECT OWNER:
FIRE STATION #75
71 SE 21st Ave,
Deerfield Beach, FL
33990

SHEET TITLE:
GENERAL & TYPICAL REPAIR DETAILS

PROJECT NUMBER:	2020-35
DATE:	10/26/2020
DRAWN BY:	JB
CHECKED BY:	SSR
SHEET NUMBER:	S - 4
	4 OF 4
SCALE:	N.T.S

Version: Nov. 30, 2017

MAPEI®

Topcem™ Premix

Ready-to-Use, Accelerated-Cure Screed Mortar

GREEN INNOVATION

DESCRIPTION

Topcem Premix is a ready-to-use screed mortar suitable for bonded as well as unbonded applications. *Topcem Premix* can easily be screeded or sloped, and has the workability and working time of conventional screed mortars.

FEATURES AND BENEFITS

- Fast-setting
- Ready-to-use screed mortar
- For thicknesses from 1/4" to 2" (6 mm to 5 cm) neat and up to 4" (10 cm) when extended with 20% by weight of washed, clean, saturated surface-dry (SSD), 3/8" (10 mm) pea gravel
- When properly mixed and installed, *Topcem Premix* has a residual moisture content of less than 2.5% at 48 hours.

INDUSTRY STANDARDS AND APPROVALS

LEED v4 Points Contribution — LEED Points

Health Product Declaration (HPD)* .....Up to 2 points

** Using this product may help contribute to LEED certification of projects in the category shown above. Points are awarded based on contributions of all project materials.*

Additional Green Certifications

- Living Building Challenge (LBC) Red List Free: This product has been verified per the most current Red List on the LBC's Website.

WHERE TO USE

- Interior/exterior use
- As a repair mortar for horizontal concrete
- As an overlay to resurface or reslope horizontal concrete
- Under MAPEI moisture-mitigation products

LIMITATIONS

- Do not install over substrates containing asbestos.
- Wait at least 24 hours to install self-leveling underlayments onto *Topcem Premix*.
- Wait at least 48 hours to install moisture-sensitive products onto *Topcem Premix*.
- Cool, damp and humid conditions will slow the rate of hydration and cause the topping to retain a higher moisture content for a longer period of time. In temperatures below 70°F (21°C), increase the time allowed before applying a covering.
- In environments subject to freeze/thaw or where increased durability is desired, replace the mixing water with undiluted *Planicrete® AC*.
- On bonded systems under 3/4" (19 mm) in thickness, replace the mixing water with undiluted *Planicrete AC*.
- Do not add other additives or cements to *Topcem Premix*.
- *Topcem Premix* also can be used as an interior floating topping and must be installed over an engineer-approved substrate with proper reinforcement. For all floating systems, replace the mixing water with undiluted *Planicrete AC*.

- When using *Topcem Premix* as an interior floating substrate, consult the Tile Council of North America for deflection criteria of the substrate it is to be applied to.
- Do not apply *Topcem Premix* over ponded water.
- Concrete substrate and ambient room temperatures must be between 45°F and 95°F (7°C and 35°C) before application. Temperatures must be maintained within this range for at least 3 days after the installation of *Topcem Premix*.
- Do not overmix.
- Do not mix more material than can be applied within a 15-minute period.

Tile Council of North America (TCNA) Statement on Deflection Criteria

Floor systems, including the framing system and subfloor panels, over which tile will be installed should be in conformance with the IRC [International Residential Code] for residential applications, the IBC [International Building Code] for commercial applications, or applicable building codes.

Note: The owner should communicate in writing to the project design professional and general contractor the "intended use" of the tile installation, in order to enable the project design professional and general contractor to make necessary allowances for the expected live load, concentrated loads, impact loads, and dead loads including the weight of the tile and setting bed. The tile installer shall not be responsible for any floor framing or subfloor installation not compliant with applicable building codes, unless the tile installer or tile contractor designs and installs the floor framing or subfloor.

SURFACE PREPARATION

- Concrete surface must be clean and free of loose particles, efflorescence, paints, tars, grease, asphaltic materials, bond breakers, curing compounds, wax, and any foreign substance or any conditions that may affect product performance or proper bonding.
- Mechanically profile and prepare concrete surfaces by engineer-approved methods in accordance with the most current ICRI 310.2R Guidelines.
- Ensure that the concrete substrate is saturated surface-dry (SSD) before installation of *Topcem Premix*.
- Ensure that all exposed reinforcing steel is prepared in accordance with the most current ICRI 310.1 guideline and coated with either *Planibond® 3C* or *Mapefer™ 1K*.

MIXING

Before product use, take appropriate safety precautions. Refer to the Safety Data Sheet for details.

Each 50-lb (22,7-kg) bag of *Topcem Premix* requires 2.16 to 2.4 U.S. qts. (2,04 to 2,27 L) of clean potable water, or 2.5 U.S. qts. (2,37 L) of undiluted *Planicrete AC*.

1. Pour 3/4 of the required amount of mixing liquid into a clean mixing container.
2. Slowly add *Topcem Premix* to the mixing container and mix for 2 to 3 minutes with a drill and appropriate mixing paddle. To extend the mix, add aggregate before mixing and utilize a rotary drum mixer.
3. Add the remaining 1/4 required mixing liquid while mixing and continue to mix to a homogenous consistency.

PRODUCT APPLICATION

Read all installation instructions thoroughly before installation.

1. Ensure that the prepared concrete is saturated surface-dry (SSD) before application of *Topcem Premix*.
2. Apply a scrubcoat of mixed *Topcem Premix*.
3. Apply *Topcem Premix* by working it into the scrubcoat before it dries.
4. Use of screed rails is recommended for large areas. Screed or trowel the material to the desired thickness and finish.
5. Use *Mapecrete™ Film* when conditions of excessive heat and/or wind could cause premature surface drying and result in cracking.

For floating installations

- Use *Planicrete AC* rather than water for mixing.
- Pre-place 2" x 2" (5 x 5 cm), 16-by-16-gauge, galvanized, welded wire mesh so that it will be in the center of the floating topping, and provide the required structural integrity of the floating topping.
- When applying *Topcem Premix*, maintain a thickness of at least 1-3/8" (3,5 cm).

CURING

- Cover with wet burlap or polyethylene sheet during the first 4 hours of curing.
- Alternately, apply a water-based curing compound conforming to ASTM C309.

CLEANUP

- Wash hands and tools promptly with water before material hardens. Cured material must be mechanically removed.

Product Performance Properties

Laboratory Tests	Results for Water Mixture	Results for *Planicrete AC* Mixture
Compressive strength – ASTM C109 (CAN/CSA-A5)		
1 day	> 2,000 psi (13,8 MPa)	> 1,700 psi (11,7 MPa)
7 days	> 2,700 psi (18,6 MPa)	> 3,300 psi (22,8 MPa)
28 days	> 3,000 psi (20,7 MPa)	> 5,300 psi (36,6 MPa)
Flexural strength – ASTM C348 (CAN/CSA-A23.2-8C)		
28 days	> 725 psi (5 MPa)	> 1,500 psi (10,3 MPa)
Pull-out strength (rupture of concrete) – CAN/CSA-A23.2-6B	> 275 psi (1,90 MPa)	> 300 psi (2,07 MPa)
Flammability		
Flame spread	0	0
Fuel contribution	0	0
Smoke development	0	0
VOCs (Rule #1168, "Subfloor Adhesives," of California's SCAQMD)	0 g per L	

Shelf Life and Product Characteristics (before mixing)

Shelf life	1 year when stored in original, unopened packaging at 73°F (23°C)
Physical state	Powder
Color	Gray

Protect containers from freezing in transit and storage. Provide for heated storage on site and deliver all materials at least 24 hours before work begins.

Application Properties at 73°F (23°C) and 50% relative humidity

Mixing ratio, per 50 lbs. (22,7 kg) of *Topcem Premix*	For water mixture: 9% to 10% water, or 2.16 to 2.4 U.S. qts. (2,04 to 2,27 L) For *Planicrete AC* mixture: 10.5% *Planicrete AC*, or 2.5 U.S. qts. (2,37 L)
Consistency of mix	Screed mortar
Application temperature range	45°F to 95°F (7°C to 35°C)
Pot life	30 minutes
Initial set (ASTM C191)	About 50 minutes
Final set (ASTM C191)	For water mixture: 85 to 110 minutes For *Planicrete AC* mixture: 105 to 120 minutes
Ready for application of self-levelers	Typically after 1 day
Ready for application of nonbreathable coatings	Typically after 2 days

Note: Placements of high volumes of material and cool, damp and humid conditions will slow the rate of hydration and cause the topping to retain a higher moisture content for a longer period of time. In high-volume placements and in temperatures below 70°F (21°C), increase the time allowed before applying covering.

CSI Division Classifications

Maintenance of Concrete	03 01 00
Mortar Bed Tiling	09 32 00

Packaging

Size
Bag: 50 lbs. (22,7 kg)

Approximate Coverage* per 50 lbs. (22,7 kg)

Yield
0.41 cu. ft. (0,012 m^3)

** Coverage shown is for estimating purposes only. Actual jobsite coverage may vary according to substrate conditions, type of equipment, thickness applied and application methods used.*

Topcem Premix

Refer to the SDS for specific data related to health and safety as well as product handling.

LEGAL NOTICE

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Before using, the user must determine the suitability of our products for the intended use, and the user alone assumes all risks and liability. **ANY CLAIM SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING TO US WITHIN FIFTEEN (15) DAYS FROM DATE IT WAS, OR REASONABLY SHOULD HAVE BEEN, DISCOVERED.**

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MAPEI®

Planitop® 18 ES

Very Rapid-Hardening Repair Mortar with Extended Working Time

DESCRIPTION

Planitop 18 ES is a one-component, high-early-strength, cementitious repair mortar, with a corrosion inhibitor, that has the very rapid-hardening characteristics of *Planitop 18* but with an extended set and working time.

FEATURES AND BENEFITS

- Very rapid-hardening repair mortar that meets requirements for ASTM C928 R3 mortar
- Open to vehicular traffic in 6 hours at 73°F (23°C)
- Extended working time for hot-weather applications
- Good resistance to freeze/thaw cycles and de-icing salts
- Trowelable mortar can be extended up to 50% by weight with 3/8" (10 mm) pea gravel for thicknesses up to 6" (15 cm)
- May be coated as early as 6 hours at 73°F (23°C) with non-breathable coatings, such as epoxies

INDUSTRY STANDARDS AND APPROVALS

- Meets requirements for ASTM C928 R3 mortar

LEED v4 Points Contribution	LEED Points
Health Product Declaration (HPD)*	Up to 2 points

** Using this product may help contribute to LEED certification of projects in the category shown above. Points are awarded based on contributions of all project materials.*

WHERE TO USE

- Interior and exterior, horizontal concrete surfaces
- Structural concrete repairs, above- and below-grade, from 1/4" to 1" (6 mm to 2,5 cm) thickness neat and up to 6" (15 cm) extended

LIMITATIONS

- Use at ambient temperatures between 45°F and 95°F (7°C and 35°C). For temperatures below or above this range, use cold- or hot-weather guidelines from the American Concrete Institute (ACI).
- Protect from freeze/thaw for 24 hours after application.
- For vehicular traffic, maintain a repair depth of at least 1/2" (12 mm).

SURFACE PREPARATION

- Ensure that all substrates are clean, structurally sound and stable.
- Mechanically profile and prepare concrete surfaces by engineer-approved methods, allowing a minimum of 3/4" (19 mm) clearance behind reinforcing steel. Reference International Concrete Repair Institute (ICRI) Technical Guideline #310.2R-2013 concrete surface profile (CSP) standards #5 and greater for acceptable profile height.
- Clean all exposed reinforcement steel and coat with *Mapefer™ 1K* or *Planibond® 3C* to protect against corrosion (see the respective Technical Data Sheet for details).

Planitop® 18 ES

MIXING

Choose all appropriate safety equipment before use. Refer to the Safety Data Sheet for details.

1. Into a clean mixing container, pour 2.75 U.S. qts. (2,60 L) of cool, clean, potable water, not to exceed 2.88 U.S. qts. (2,73 L) per 50-lb. (22,7-kg) bag to achieve desired consistency.
2. For best results, mix *Planitop 18 ES* by using a mortar mixer, although it may also be drill-mixed. Slowly add *Planitop 18 ES* to water while mixing. If drill mixing, use a low-speed drill and Jiffy mixer. Mix for 2 to 3 minutes to a smooth, homogenous consistency.
3. For an extended mix, add up to 50% by weight (25 lbs. [11,3 kg]) of clean, washed, saturated surface-dry (SSD), 3/8" (10 mm) pea gravel per 50-lb. (22,7-kg) bag.
4. Avoid overmixing, or moving the mixer up and down during the mixing process, as it could shorten the pot life.
5. Mix only the amount of material that can be applied within 30 minutes.

PRODUCT APPLICATION

Read all application instructions thoroughly before installation.

1. Ensure that the concrete substrate is SSD before installation of *Planitop 18 ES*. The concrete surface should be free of any standing water.
2. Apply with a float or screed on horizontal surfaces to a thickness of no more than 1" (2,5 cm) neat per lift or up to 6" (15 cm) extended.
3. Place *Planitop 18 ES* within the established pot life, which is about 30 minutes at 73°F (23°C). Application times will vary depending on climatic conditions.

CURING

1. During curing, protect *Planitop 18 ES* from conditions of excessive heat and high winds.
2. *Planitop 18 ES* must be wet-cured for at least 4 hours. Alternatively, a water-based curing compound conforming to ASTM C308 may be utilized.

CLEANUP

Wash hands and tools promptly with water before material hardens. Cured material must be mechanically removed.

MAPEI®

Product Performance Properties

Laboratory Tests	Results	
	73°F (23°C)	ASTM C928 (R3)
Compressive strength – ASTM C109 (CAN/CSA-A5)		
3 hours	> 3,000 psi (20,7 MPa)	≥ 3,000 psi (20,7 MPa)
1 day	> 5,000 psi (34,5 MPa)	≥ 5,000 psi (34,5 MPa)
7 days	> 5,500 psi (37,9 MPa)	≥ 5,000 psi (34,5 MPa)
28 days	> 7,000 psi (48,3 MPa)	≥ 5,000 psi (34,5 MPa)
Compressive strength – ASTM C39		
28 days	> 6,000 psi (41,4 MPa)	N/A
Consistency @ 5 minutes (ASTM C109*)	≥ 100%	≥ 100%
Flexural strength – ASTM C348 (CAN/CSA-A23.2-8C)		
28 days	> 1,000 psi (6,9 MPa)	N/A
Slant/shear bond strength – ASTM C882*		
1 day	> 1,800 psi (12,4 MPa)	> 1,000 psi (6,90 MPa)
7 days	> 2,500 psi (17,2 MPa)	> 1,000 psi (6,90 MPa)
Length change – ASTM C157*		
28 days (water)	≤ + 0.15%	≤ + 0.15%
28 days (air)	≤ -0.15%	≤ -0.15%
Splitting tensile strength – ASTM C496		
1 day	> 400 psi (2,76 MPa)	N/A
28 days	> 600 psi (4,14 MPa)	N/A
Freeze/thaw resistance at 300 cycles (ASTM C666)	98%	N/A
Rapid chloride permeability (ASTM C1202)		
28 days	< 1,000 coulombs	N/A
Scaling resistance at 25 cycles – (ASTM C672)	0 rating; no scaling	≤ 1 lb. per sq. ft. = .004788 N/cm²
VOCs (Rule #1168 of California's SCAQMD)	0 g per L	

** Modified per ASTM C928 testing requirements*

Shelf Life and Product Characteristics (before mixing)

Shelf life	1 year in original unopened packaging in a dry, covered and well-ventilated place at 73°F (23°C)
Physical state	Powder
Color	Gray

Protect containers from freezing in transit and storage. Provide for heated storage on site and deliver all materials at least 24 hours before work begins.

Application Properties (mixed)

Laboratory Tests	Results
Mixing ratio	2.88 U.S. qts. (2,73 L) of water per 50-lb. (22,7-kg) bag
Consistency of mix	Trowelable mortar
Application temperature range	45°F to 95°F (7°C to 35°C)
Set time (ASTM C191)**	
Initial	> 45 minutes
Final	< 110 minutes

*** Set times are dependent on substrate temperatures and placement conditions.*

Planitop® 18 ES

CSI Division Classifications

Cast-in-Place Concrete	033000
Cementitious Decks and Underlayment	035000

Packaging

Size
Bag: 50 lbs. (22,7 kg)
Bag in pail: 50 lbs. (22,7 kg)

Approximate Coverage* per 50 lbs. (22,7 kg)

Mix	Yield
Neat	0.41 cu. ft. (0,0116 m^3)
Extended 50% with 25 lbs. (11,3 kg) of 3/8" (10 mm) pea gravel	0.51 cu. ft. (0,0144 m^3)

** Coverage shown is for estimating purposes only. Actual jobsite coverage may vary according to climate and substrate conditions.*

RELATED DOCUMENTS

ACI 305R-10 Guide to Hot Weather Concreting
ACI 306R-10 Guide to Cold Weather Concreting
ICRI 310 1R-2008 Guide for Surface Preparation of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion
ICRI 310 2R-2013 Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair

Refer to the SDS for specific data related to health and safety as well as product handling.

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Aslan 100 Glass Fiber Reinforced Polymer (GFRP) Rebar
Product Data Sheet

Physical / Mechanical Properties – Tensile, Modulus & Strain

Nominal Diameter			Nominal Area		f^*_{fu} - Guaranteed Tensile Strength		Ultimate Tensile Load		E_f - Tensile Modulus of Elasticity		Ultimate Strain
Size	mm	in	mm^2	in^2	MPa	ksi	kN	kips	GPa	psi 10^6	%
2	6	¼	31.67	0.049	896	130	28.34	6.37	46	6.7	1.94%
3	10	⅜	71.26	0.110	827	120	58.72	13.20	46	6.7	1.79%
4	13	½	126.7	0.196	758	110	95.90	21.56	46	6.7	1.64%
5	16	⅝	197.9	0.307	724	105	143.41	32.24	46	6.7	1.57%
6	19	¾	285.0	0.442	690	100	196.60	44.20	46	6.7	1.49%
7	22	⅞	387.9	0.601	655	95	254.00	57.10	46	6.7	1.42%
8	25	1	506.7	0.785	620	90	314.27	70.65	46	6.7	1.34%
9	29	1-⅛	641.3	0.994	586	85	375.83	84.49	46	6.7	1.27%
10	32	1-¼	791.7	1.227	551	80	436.60	98.16	46	6.7	1.19%
11*	35	1-⅜	958.1	1.485	*482*	*70*	*462.40*	*104**	46	6.7	1.04%
12*	38	1-½	1160	1.800	*448*	*65*	*520.40*	*117**	46	6.7	0.97%
13*	41	1-⅝	1338	2.074	*413*	*60*	*553.50*	*124**	46	6.7	0.90%

* Tensile properties of #11, #12 & #13 bar are NOT guaranteed due to the inability to achieve a valid bar break per ASTM D7205.

Hughes Brothers reserves the right to make improvements in the product and/or process which may result in benefits or changes to some physical-mechanical characteristics. The data contained herein is considered representative of current production and is believed to be reliable and to represent the best available characterization of the product as of July 2011. Tensile tests per ASTM D7205.

Design Tensile & Modulus Properties **.....** per ASTM D7205-06. The area used in calculating the tensile strength is the nominal cross sectional area. The "Guaranteed Tensile Strength", f^*_{fu} is as defined by ACI 440.1R as the mean tensile strength of a given production lot, minus three times the standard deviation or $\mathbf{f^*_{fu} = f_{u,ave} - 3\sigma}$. The "Design or Guaranteed Modulus of Elasticity is as defined by ACI 440.1R as the mean modulus of a production lot or $\mathbf{E_f = E_{f,ave}}$.

Material Certs & Traceability **.....** Available for any production lot of Aslan 100 bar, traceable by bar marks imprinted on the bar in intervals showing the bar diameter, stock order and production date.

Cross Sectional Area Tolerance ..... – 0% / + 20%

Design properties are determined using "Nominal" diameters and equivalent calculated cross sectional areas. Surface undulations and sand coatings that facilitate bond are accommodated for in ASTM D7205, section 11.2.5, with a tolerance of minus zero, plus 20% as determined by the Archimedes method of volume displacement in a fluid.

Bond Depended Coefficient .... $k_b = 0.9$

per ASTM draft test method. As used in ACI equation 8-9.

Glass Fiber Content .... > *70% by weight* per ASTM D2584

Transverse Shear Strength .... > *22,000 psi (150MPa)*

per ASTM D7617 & ACI 440.3R method B.4

Void Content .... *No Continuous Voids* after 15 minutes of capillary action, per ASTM D5117

Moisture Absorption .... *24 hour absorption at 122°F (50°C)*

≤ *0.25%,* per ASTM D570

Density

Diameter			Unit Weight / length	
Size	mm	in	kg / m	lbs / ft
2	6	¼	0.0774	0.052
3	10	⅜	0.159	0.107
4	13	½	0.2813	0.189
5	16	⅝	0.4271	0.287
6	19	¾	0.6072	0.408
7	22	⅞	0.8096	0.544
8	25	1	1.0462	0.730
9	29	1-⅛	1.4137	0.950
10	32	1-¼	1.7114	1.15
11	35	1-⅜	1.9346	1.30
12	38	1-½	2.4554	1.65
13	41	1-⅝	2.8721	1.93

Hughes Brothers, Inc. 210 N. 13th Street Seward NE 68434 www.aslanfrp.com Ph:800-869-0359 doug@hughesbros.com ©2011

Bent Bars & Stirrups

- Must be made at the factory, field bending not permitted.
- Industry standard bent shapes are available, standard shape codes are used.

Some limitations include:

- Max leg length of a stirrup is 60" (152cm)
- Redirection of bends, such as Z-shapes or gull-wings types are not very economical. Bent shapes should continue in the same circular direction.
- Closed square shapes are best furnished as pairs of U-bars or continuous spirals.
- A 90-degree bend with $12d_b$, bar diameter, pigtail used to shorten development length is equally as effective as a J-shape as per ACI 440.1R.
- The radius on all bends is fixed as per the table shown. Some U-shaped stirrups fall in between the range of these two bend radiuses and are not possible.

We advise that you work closely with the factory to implement the most economical detailing of bent bars and stirrups.

Bend Radius

Diameter			Inside Bend Radius	
Size	mm	in	mm	in
2	6	¼	38	1.5
3	10	⅜	54	2.125
4	13	½	54	2.125
5	16	⅝	57	2.25
6	19	¾	57	2.25
7	22	⅞	76	3.0
8	25	1	76	3.0

Field Forming of Large Radius Curves

Permitted when the radius is larger than in the following table. The table gives the minimum allowable radius for induced bending stresses without any consideration for additional sustained structural loads.

Diameter			Interior Use C_e = 0.8 Min Radius		Exterior Use C_e = 0.7 Min Radius	
Size	mm	in	cm	in	cm	in
2	6	¼	107	42	122	48
3	10	⅜	170	67	196	77
4	13	½	246	97	282	111
5	16	⅝	323	127	368	145
6	19	¾	404	159	462	182
7	22	⅞	495	195	566	223
8	25	1	597	235	678	267
9	29	1-⅛	711	280	813	320
10	32	1-¼	871	343	996	392
11	35	1-⅜	1052	414	1204	474
12	38	1-½	1237	487	1412	556
13	41	1-⅝	1448	570	1656	652

Strength of the Bent Portion of the Bar

…. *> 50% strength of the straight length of the bar ,* per ACI 440.3R method B.5

Characteristic Properties - Characteristic Properties are those that are inherent to the FRP bar and not necessarily measured or quantified from production lot to production lot.

Durability – Alkali Resistance ~ without load

…. *> 80% strength retention, when exposed to 12.8pH solution for 90 days at 140°F (60°C)*

Tensile Strength at Cold Temperature …. *< 5% strength reduction from ambient at -40°F (-40°C)*, per ASTM D7205.

Transition Temperature of Resin - T_g …. *> 230°F (110°C)* per DSC method

Handling and Placement

- Follow guidelines in ACI440.5-08 "Specification for Construction with FRP Bars".
- In general, field handling and placement is the same as for epoxy or galvanized steel bars.
- Do NOT shear FRP bars. When field cutting of FRP bars is necessary, use a fine blade saw, grinder, carborundum or diamond blade.
- Sealing the ends of FRP bars is not necessary.
- Support chairs are required at two-thirds the spacing of steel rebar.
- Plastic coated tie wire is the preferred option for most projects. When completely non-ferrous reinforcing, i.e., no steel is required in the concrete, nylon zip ties (available from local building materials centers) or plastic bar clips are recommended. (Don't forget to use non-metallic form ties in formwork.)
- It is possible, especially in precast applications, for GFRP bars to "float" during vibrating. Care should be exercised to adequately secure GFRP in the formwork.

Aslan FRP

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CORTEC CORPORATION

Environmentally Safe VpCI®/MCI® Technologies

CorrVerter® Rust Converter Primer

DESCRIPTION

CorrVerter® is a fast drying, water-based one coat system (primer) that converts rusted surfaces to a hydrophobic passive layer and prevents further rusting thru the unique formulation of chelating agents and PVC resins. It provides long term corrosion protection by itself or by topcoating for extended performance

PACKAGING & STORAGE

CorrVerter® is available in 1 gallon (3.8liter) and 5 gallon (19 liter) pails. Keep product from freezing.

Product shelf life is 1 year.

CHARACTERISTICS/TECHNICAL DATA

Volume Solids	34.50%
Gloss (ASTM D532)	15-25
VOCs (ASTM D3960)	0.1 lbs/gal (12 g/l)
Viscosity	7,000-20,000 Centipoise
Pencil Hardness (ASTM D3363)	F
Spreading Rate	553 sq.ft/gal @ 1.0 mils DFT (13.57 sq.m/l @25 µm)
Weight per Gallon	11.59 lbs/gal (1.39 kg/l)
Flash Point	>200°F (93°C)
Recommended DFT	3.0-5.0 mils (75-125 µm)
Recommended WFT	8.7-14.5 mils (217.5-362.5 µm)
Dry to Touch	2-3 hrs
Dry to Handle	4-6 hrs
Recoat Time	Dry to touch - 72 hrs, sand thereafter
Force Dry	15-20 min @ 150°F (65°C)
Full Cure	3-7 days
Salt Spray (ASTM B117)	500 hrs
Humidity (ASTM D1748)	250 hrs
Adhesion (ASTM D3359)	5B
Flexibility (ASTM D522)	1/2" mandrel (1.27cm)

*All tests performed after a 7 day cure at ambient temperature

CorrVerter® Rust Converter Primer

APPLICATION

Surface Preparation

Substrate should be free of grease, oil, dirt, fingerprints, drawing compounds, rust inhibitors, or any other surface contamination that could affect adhesion. For production line applications, use VpCI®-440 or similar phosphatizing pre-treatment. For structural steel applications, Cortec® recommends a minimum of a NACE #3/ SSPC-SP6 commercial blast clean. Consult Cortec® and/or test system adhesion prior to full scale application. It is recommended to remove any loose rust prior to application.

When solvent based topcoats are applied over CorrVerter®, compatibility must be checked. If not topcoated, coating will turn dark under UV exposure. All Cortec® High Performance Coatings can be topcoated over CorrVerter®.

Note: Make sure dew point is more than 5°F (2°C) less than air temperature for application. Power agitate to a uniform consistency using a "squirrel cage" type mixer, hand-held drill mixer, or other equivalent method. Can be diluted upto 15% with water. CorrVerter® can be applied by spray, roll, brush, or dip.

Typical Equipment Setups

HVLP / Conventional Spray
- Tip .009"-.021" *dependent upon pressures and viscosity
- Air Pressure 45-55 psi
- Fluid Pressure 10 psi
- Fluid hose should be 3/8" (0.95 cm) I.D. with a maximum length of 50 feet (15.2 m). Pot should always have dual regulation and be kept at same elevation as spray gun.

Air Assisted Airless / Airless
- Tip .015"-.035" *dependent upon pressures and viscosity
- Pressure 1800-2500 psi
- Hose should be 3/8" (0.95 cm) I.D. minimum, but a ¼"
- (0.64 cm) I.D. whip end section may be used for ease of application. A maximum length of 100 feet (30.5 m) is suggested.

Cleanup

Clean tools/equipment immediately after use with water when paint is still wet. When dry, use Butyl Cellusolve or MEK. Follow mfg's safety recommendations when using any solvent.

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Dymonic® 100

High-Performance, High-Movement, Single-Component, Polyurethane Sealant

Product Description

Dymonic® 100 is a high-performance, high-movement, single-component, medium-modulus, low-VOC, UV-stable, non-sag polyurethane sealant.

Basic Uses

Dymonic 100 is a durable, flexible sealant that offers excellent performance in moving joints and exhibits tenacious adhesion once fully cured. Typical applications for Dymonic 100 include expansion and control joints, precast concrete panel joints, perimeter caulking (windows, doors, and panels), aluminum, masonry and vinyl siding. Dymonic 100 is also an excellent choice as a fluid applied flashing material in rough opening perimeters for fenestration/window, door and curtain wall applications.

Features and Benefits

- Can adhere to damp or green concrete and has a skin time of 2 hr with a tack-free time of 6 to 8 hr to significantly reduce dirt attraction.
- Movement capability of +100/-50% in typical field conditions, is low VOC, paintable, jet fuel-resistant, and will not crack, craze or yellow under extreme UV exposure.
- Suitable for water immersion and will not out gas.
- Formulated with an innovative polymer technology, similar to TREMproof® 250GC and Vulkem® 45SSL, Dymonic 100 is highly versatile and has a unique capability to adhere to damp or green concrete and will not out gas.
- Compatible and can be coated over with Tremco's Vulkem Deck Coatings, ExoAir® Air Barrier products and the cold, fluid-applied TREMproof® line of below-grade waterproofing products.

Availability

Dymonic 100 is immediately available from your local Tremco Sales Representative, distributor, or warehouse.

Coverage Rates

308' of joint per gallon for a 1/4" x 1/4" (6 mm x 6 mm) joint. For specific coverage rates that include joint size, and usage efficiencies, visit our website usage calculator at www.tremcosealants.com

Packaging

- 10.1-oz (300-mL) cartridges
- 20-oz (600-mL) sausages

Colors

Almond, Aluminum Stone, Anodized Aluminum, Beige, Black, Bronze, Buff, Dark Bronze, Gray, Gray Stone, Hartford Green, Ivory, Light Bronze, Limestone, Natural Clay, Off White, Precast White, Redwood Tan, Sandalwood, Stone, and White.

Shelf Life

1 year when stored at 40 to 110 °F (5 to 43 °C)

Storage

Store Dymonic 100 in original, undamaged packaging in a clean, dry, protected location with temperatures between 40 to 110 ˚F (5 to 43 ˚C).

Applicable Standards

- Dymonic 100 meets or exceeds the requirements of the following specifications:
- ASTM C920 Type S, Grade NS, Class 50, Use NT, T, M, A, O, I
- U.S. Federal Specification TT-S-00230C, Class A, Type II
- CAN/CGSB-19,13-M87
- International Code Council (ICC) Section R703.8 Flashing
- AAMA 714-15 Specification for Liquid-Applied Flashing
- NFPA 285 Listed Component

Fire Rated Systems

FF-D-1186, FW-D-1117, HW-D-1122, WW-D-1200, and BW-S-0006

Limitations

- Use with adequate ventilation.

- Always utilize the accompanying MSDS for information on Personal Protective Equipment (PPE) and Health Hazards.
- Not recommended for use in chlorinated, potable, heavy or waste water.
- Although Dymonic 100 is paintable, this does not imply adhesion to and compatibility with all paints. Consult Tremco Technical Bulletin No. S-09-05 for more information.

Substrate Preparation

Surfaces must be sound and clean. All release agents, existing waterproofing, dust, loose mortar, paints, other finishes or field applied coating must be removed. This can be accomplished with a thorough wire brushing, grinding, sandblasting, or solvent washing, depending on the contamination.

Tremco recommends that surface temperatures be 40 ˚F (5 ˚C) or above at the time the sealant is applied. If sealant must be applied in temperatures below 40 ˚F, please refer to the Tremco Technical Bulletin for Applying Sealants in Cold Conditions (No. S-08-44 rev 1) that can be found on our website at www.tremcosealants.com

Priming

Dymonic 100 typically adheres to common construction substrates without primers; anodized aluminum may require the use of primer. However, Tremco always recommends that a mock-up or field adhesion test be performed on the actual materials being used on the job to verify the need for a primer, proper cleaning and prep requirements. A description of the field adhesion test can be found in appendix X1 of ASTM C1193, Standard Guide for Use of Joint Sealants.

Where deemed necessary, use Vulkem® Primer #191 Low-VOC on porous substrates and TREMprime® Non-Porous Primer for metals or plastics.

Application

Dymonic 100 is easy to apply with conventional caulking equipment. Ensure that the backer rod is fitted properly for friction and that any necessary primers have been applied.

Fill the joint completely with a proper width-to-depth ratio, and then tool to ensure intimate contact of sealant with joint substrates.

Dry tooling is always preferred, although compatible wetting agents can be used in limited amounts to slick the spatula if needed after an initial pass.

For a cleaner finish, mask the sides of the joint with tape prior to filling.

Joint Design

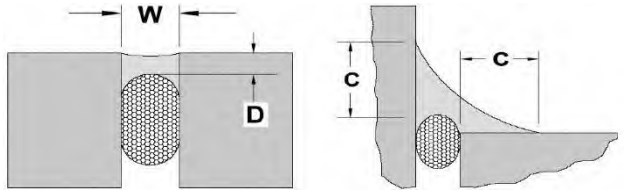
Dymonic 100 may be used in vertical or horizontal joints designed in accordance with accepted architectural/engineering practices. Joint width should be 4 times anticipated movement but not less than 1/4" (6 mm).

Joint Backing

Polyethylene backer rod is recommended as joint backing to control sealant depth and ensure intimate contact of sealant with joint substrate when tooling. Where depth of joint will prevent the use of backer rod, an adhesive backed polyethylene tape (bond breaker tape) should be used to prevent three-sided adhesion. All backing should be dry at the time of sealant application.

Sealant Dimensions

W = Sealant width, D = Sealant depth, C = Contact area.



Expansion Joints- The minimum width and depth of any sealant application should be 1/4" x 1/4" (6 mm x 6 mm). The depth (D) of sealant may be equal to width (W) of joints less than 1/2" wide. For joints from 1/2" to 1" (13 mm to 25 mm) wide, the sealant depth should be approximately one-half of the joint width. The maximum depth (D) of any sealant application should be 1/2" (13 mm). For Joints that are wider than 1" (25 mm) contact Tremco Technical Services or your local Tremco Sales Representative.

Window Perimeter- For fillet beads, or angle beads around windows and doors, the sealant should exhibit a minimum surface contact area [C] of 1/4" (6 mm) onto each substrate, with provisions for release at the heel of the angle using backer rod or bond breaker tape.

Cure Time

Dymonic 100 generally cures at a rate of 3/32" per day at 75 °F (24 °C) and 50% RH. It will skin in 2 hr and be tack free in 6 to 8 hr. The cure time will increase as temperatures and/or humidity decrease. A typical rule of thumb is one additional day for every 10 °F decrease in temperature.

Clean Up

Excess sealant and smears adjacent to the joint interface can be carefully removed with xylene or mineral spirits before the sealant cures. Any utensils used for tooling can also be cleaned with xylene or mineral spirits.

Warranty

Tremco warrants its Products to be free of defects in materials, but makes no warranty as to appearance or color. Since methods of application and on-site conditions are beyond our control and can affect performance, Tremco makes no other warranty, expressed or implied including warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE with respect to Tremco Products. Tremco's sole obligation shall be, at its option, to replace or refund the purchase price of the quantity of Tremco Products proven to be defective, and Tremco shall not be liable for any loss or damage.

Please refer to our website at www.tremcosealants.com for the most up-to-date Product Data Sheets.

NOTE: All Tremco Safety Data Sheets (SDS) are in alignment with the Globally Harmonized System of Classification and Labelling of Chemicals (GHS) requirements.

TYPICAL PHYSICAL PROPERTIES

PROPERTY	TEST METHOD	TYPICAL VALUES
Type		Single component polyurethane sealant
Color		21 Standard Colors
Solids		98%
Specific Gravity		1.3302
Application		gun-grade sealant, applied with typical caulking equipment
Rheological Properties	ASTM C639	non-sag (NS), 0" of sag in channel
Hardness Properties	ASTM C661	40 +/-5
Weight Loss	ASTM C1246	Pass
Skin Time	ASTM C679	2 to 3 hr
Tack Free Time	73.4°F (23°C) 50% RH	6 to 8 hr
Stain and Color Change	ASTM C510	Pass
Adhesion to Concrete	ASTM C794	35 pli
Adhesion to Concrete After Immersion	ASTM C794	30 pli
Adhesion to Green Concrete	ASTM C794	>25 pli
Adhesion to Damp Concrete	ASTM C794	>20 pli
Effects of Accelerated Aging	ASTM C793	Pass
Movement Capability	ASTM C719	+/-50%
Movement Capability	ASTM C719* Modified	+100/-50%
Tensile Strength	ASTM D412	350 to 450 psi
% Elongation	ASTM D412	800 to 900%
Modulus at 100%	ASTM D412	75 to 85 psi
Tear Strength	ASTM D412	65 to 75 psi
Service Temperature		-40 to 180 °F (-40 to 82 °C)
Application Temperature		40 to 100 °F (4 to 37 °C) *
Smoke Development	ASTM E84	5
Fire Spread	ASTM E84	5
Fire Resistance of Assembly	NFPA 285	PASS
Crack Bridging	ASTM C1305	PASS
Nail Sealability	ASTM D1970 Section 7.9	PASS

*For temperatures below 40 °F, please refer to the Technical Bulletin, Cold Temperature Sealant Application Recommendations.

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BUILDING TRUST

PRODUCT DATA SHEET

SikaQuick®-1000

RAPID HARDENING REPAIR MORTAR WITH EXTENDED WORKING TIME

PRODUCT DESCRIPTION

SikaQuick®-1000 is a one-component, rapid hardening, early strength gaining, cementitious, patching material for concrete.

USES

- Use on grade, above, and below grade on concrete
- Highway overlays and repairs
- Structural repair material for concrete roadways, parking structures, bridges, dams and ramps
- Full depth patching repairs
- Economical patching material for horizontal repairs of concrete and mortar

CHARACTERISTICS / ADVANTAGES

- Specially suited for hot weather applications when extended working time is required
- Epoxy coatings can be applied as early as 6 hours. On site testing is recommended for verification. Please consult coatings manufacturer for recommendations
- Freeze/thaw resistant
- Easy to use, labor-saving material
- Not gypsum-based
- High early strength
- Open to foot traffic in 4 hours; to vehicle traffic in 6 hours (at 73 °F, 23 °C)
- Easily applied to clean, sound substrate

APPROVALS / STANDARDS

- Rapid hardening as defined by ASTM C-928

PRODUCT INFORMATION

Packaging	50 lb. (22.7 kg) bag
Appearance / Color	Gray powder
Shelf Life	12 months from date of production if stored properly in original, unopened and undamaged sealed packaging
Storage Conditions	Store dry at 40–95 °F (4–35 °C) Protect from moisture. If damp, discard material

TECHNICAL INFORMATION

Compressive Strength	3 hours	1,250 psi (8.6 MPa)	(ASTM C-109) 73 °F (23 °C) 50 % R.H.
	1 day	4,000 psi (27.6 MPa)	
	7 days	5,000 psi (34.5 MPa)	
	28 days	7,000 psi (48.2 MPa)	

Modulus of Elasticity in Compression	28 days	4.6 x 10^6 psi	(ASTM C-469) 73 °F (23 °C) 50 % R.H.
Flexural Strength	1 day 7 days 28 days	700 psi (4.8 MPa) 900 psi (6.2 MPa) 1,000 psi (6.9 MPa)	(ASTM C-293) 73 °F (23 °C) 50 % R.H.
Splitting Tensile Strength	1 day 7 days 28 days	200 psi (1.4 MPa) 300 psi (2.1 MPa) 400 psi (2.8 MPa)	(ASTM C-496) 73 °F (23 °C) 50 % R.H.
Tensile Adhesion Strength	28 days	300 psi (2.1 MPa) substrate failure	(ASTM C-1583) 73 °F (23 °C) 50 % R.H.
Shrinkage	28 days	0.06 %	(ASTM C-157 modified per ASTM C-928)
	* 73 °F (23 °C) and 50 % R.H.		
Abrasion Resistance	28 days	0.026*	(ASTM C-779)
	*Inches of Wear at 1 h (73 °F (23 °C) and 50 % R.H.)		
Freeze thaw resistance	28 days	98 %	(ASTM C-666)
Freeze Thaw De-Icing Salt Resistance	50 cycles	0.080 lb/ft^2	(ASTM C-672)
Chloride Ion Diffusion Resistance	28 days	< 1,000 Coulombs	(ASTM C-1202 AASHTO T-277)

APPLICATION INFORMATION

Mixing Ratio	4.5–5 pts. (2.1–2.4 L)	
Coverage	Neat	0.42 ft^3 (0.01 m^3)
	Extended with 25 lb (11.4 kg) of 3/8" (9.5 mm) gravel	0.58 ft^3 (0.01 m^3)
	(Coverage figures do not include allowance for surface profile and porosity or material waste)	

Layer Thickness	**Min.**	**Max.**
Neat	1/4" (6 mm)	2" (50 mm)
Extended	1" (25 mm)	6" (152 mm)

- Do not feather edge
- Do not exceed 7" (178 mm) slump when extended

Product Temperature	65–75 °F (18–24 °C)
Ambient Air Temperature	> 40 °F (4 °C)
Substrate Temperature	> 40 °F (4 °C)
Pot Life	~ 30 minutes As the temperature will affect the pot life, application temperature: ▪ Above 73 °F (23 °C) will reduce the pot life and slump ▪ Below 73 °F (23 °C) will extend the pot life and slump
Set Time	35–85 minutes (ASTM C-266)
Final Set Time	> 120 minutes (ASTM C-266)

APPLICATION INSTRUCTIONS

SURFACE PREPARATION

Surface preparation

- Surface must be clean and sound. Remove all deteriorated concrete, dirt, oil, grease, and other bond-inhibiting materials from the area to be repaired.
- Be sure repair area is not less than 1/4" (6.3 mm) deep.
- Preparation work should be done by appropriate means. Obtain an exposed aggregate surface with a minimum surface profile of ± 1/8" (3 mm) (CSP-6) on clean, sound concrete.
- To ensure optimum repair results, the effectiveness of decontamination and preparation should be assessed by a pull-off test.
- Saw cutting of edges is preferred and a dovetail is recommended.
- Substrate should be Saturated Surface Dry (SSD) with clean water prior to application. No standing water should remain during application.

Priming

- Reinforcing steel: Steel reinforcement should be thoroughly prepared by mechanical cleaning to remove all traces of rust. Where corrosion has occurred due to the presence of chlorides, the steel should be high pressure washed with clean water after mechanical cleaning. For priming of reinforcing steel use Sika® Armatec® 110 EpoCem (consult PDS).
- Concrete Substrate: prime the prepared substrate with a scrub coat of SikaQuick®-1000 prior to placement of the mortar. The repair mortar has to be applied into the wet scrub coat before it dries.

MIXING

- Mechanically mix in an appropriately sized mortar mixer. Wet down all tools and mixer to be used.

- **With water:** Start with 4.5 pints (2.1 L) of water added to the mixing vessel. Add 1 bag of SikaQuick®-1000 while continuing to mix. Add up to another 1/2 pint (0.2 L) of water to achieve desired consistency. Do not over-water.

- **With SikaLatex® R**: Pour 4.5 pints (2.1 L) of SikaLatex® R into the mixing container. Slowly add powder, mix and adjust as above.

- **With diluted SikaLatex® R**: SikaLatex® R may be diluted up to 5:1 (water: SikaLatex® R) for projects requiring minimal polymer modification. Pour 4.5 pints (2.1 L) of the mixture into the mixing container. Slowly add powder, mix and adjust as above.

Extension with aggregates:

- For applications greater than 1" (25 mm) in depth, add 3/8" (9.5 mm) coarse aggregate.
- The aggregate must be non-reactive (reference ASTM C-1260, C-227 and C-289), clean, well graded, saturated surface dry, have low absorption and high density, and comply with ASTM C-33 size number 8 per Table 2.
- Variances in aggregate may result in different strengths.
- The addition rate is 25 lb. (11.4 kg) of aggregate per bag. It is approximately 2.0 gallons (7.6 L) by loose volume of aggregate.
- Do not exceed a slump of 7" (178 mm). This may cause excessive bleeding and retardation and will reduce the strength and performance of the material.

APPLICATION

- The prepared mortar must be scrubbed into substrate. Be sure to fill all pores and voids. Force material against edge of repair, working toward center.
- After filling repair, screed off excess.
- Allow concrete to set to desired stiffness, then finish.
- If a smoother finish is desired, a magnesium float should be used.
- Mixing, placing, and finishing should not exceed 30 minutes maximum. To control setting times, cold water should be used in hot weather and hot water used in cold weather.

CURING TREATMENT

- As per ACI recommendations for portland cement concrete, curing is required.
- Moist cure with wet burlap and polyethylene,a fine mist of water or a curing compound meeting ASTM C-309.
- Moist cure should commence immediately after finishing. If necessary, protect newly applied material from rain.
- To prevent from freezing, cover with insulating material.

LIMITATIONS

- Use only potable water
- As with all cement based materials, avoid contact with aluminum to prevent adverse chemical reaction and possible product failure. Insulate potential areas of contact by coating aluminum bars, rails, posts etc. with an appropriate epoxy such as Sikadur® Hi-Mod 32.
- Bonding agents like Sika® Armatec® 110 EpoCem and others, which cure at a slower rate than SikaQuick®-1000, should not be used. If bonding agents are used, follow cure times for the bonding agents used as a guide prior to putting SikaQuick®-1000 in service. Assure suitability with the manufacturer of the bonding agent.
- Not a vapor barrier

BASIS OF PRODUCT DATA

Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

LOCAL RESTRICTIONS

Prior to each use of any Sika product, the user must always read and follow the warnings and instructions on the product's most current Product Data Sheet, product label and Safety Data Sheet which are available online at http://usa.sika.com/ or by calling Sika's Technical Service Department at 800.933.7452 nothing contained in any Sika materials relieves the user of the obligation to read and follow the warnings and instructions for each Sika product for each Sika product as set forth in the current Product Data Sheet, product label and Safety Data Sheet prior to product use.

ECOLOGY, HEALTH AND SAFETY

Keep container tightly closed. Keep out of reach of children. Not for internal consumption. For industrial use only. For professional use only. For further information and advice regarding transportation, handling, storage and disposal of chemical products, users should refer to the actual Safety Data Sheets containing physical, ecological, toxicological and other safety related data. Read the current actual Safety Data Sheet before using the product. In case of emergency, call CHEMTREC at 1-800-424-9300, International 703-527-3887.

DIRECTIVE 2004/42/CE - LIMITATION OF EMISSIONS OF VOC

0 g/L (EPA Method 24)

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Construction

SikaQuick® VOH

Fast Setting, one component, cementitious vertical and overhead repair mortar with superior high build properties

Description	SikaQuick® VOH is a fast setting, one component, ready-to-use repair mortar for vertical and overhead applications using specialty cement blends.
Where to Use	■ Fast repairs to overhead and vertical concrete and mortar surfaces on grade, above and below grade. ■ As a repair material for building facades, parking structures, industrial plants, bridges, etc. ■ As a fast setting repair material for new construction defects.
Advantages	■ Minimal time required between lifts. ■ Fast finishing time ■ Time/labor-saving material; application up to 3 inches on vertical surfaces in one layer ■ Easy to use; just add water ■ High bond strength ensures excellent adhesion ■ High early and ultimate strength ■ Increased freeze/thaw durability and resistance to deicing salts ■ Suitable for exterior and interior applications. ■ Not a vapor barrier ■ Overhead thickness up to 2" ■ Fiber reinforced and polymer modified ■ Contains corrosion inhibitor
Coverage	~.44 cu. ft.
Packaging	44 lb bag

Typical Data ***(Material and curing conditions @ 73°F (23°C) and 50% R.H.)***

RESULTS MAY DIFFER BASED UPON STATISTICAL VARIATIONS DEPENDING UPON MIXING METHODS AND EQUIPMENT, TEMPERATURE, APPLICATION METHODS, TEST METHODS, ACTUAL SITE CONDITIONS AND CURING CONDITIONS. THIS DATA REFLECTS MATERIAL TESTED AT A MIXING RATIO OF 6.25 PINTS/UNIT.

Shelf Life:	One year in original, unopened bags.			
Storage Conditions:	Store dry at 40°-95°F (4°-35°C).			
Product Conditioning:	Condition material to 65°-75°F before using.			
Color:	Concrete gray.			
Mixing Ratio:	6 - 6.5 pints/unit			
Density (Wet mix):	~ 125 lbs. / cu. ft.			
Application Time:	Approximately 20 minutes.			
Finishing Time:	20-30 minutes			
Lift Height:	Max: 3”	Min: 1/8”		
Time Between Lifts:	After final set			

Splitting Tensile Strength, psi (ASTM C-496)		**1 day**	**7 days**	**28 days**
		200	250	500
Compressive Strength, psi (ASTM C-109):	**3 hrs**	**1 day**	**7 days**	**28 days**
	>2000	>3000	>4500	5500
Flexural Strength, psi (ASTM C-293):		**1 day**	**7 days**	**28 days**
		400	600	1000
Bond Strength*, psi (ASTM C-882 modified):		**1 day**	**7 days**	**28 days**
		1000	1600	2000
Modulus of Elasticity, psi (ASTM C-469)			**7 days**	
			>2.2 x 10^6	
Rapid Chloride Permeability (ASTM C1202)		Low Range		

Bond Strength, psi - Direct Tensile (IRCI No. 210.3):	Substrate failure >250
Shrinkage (50% R.H.) (ASTM C-157; ICRI protocol):	<.05%
Initial Set, min. (ASTM C-266)	20-25
Final Set, min. (ASTM C-266)	30-40

*Mortar scrubbed into substrate

PRIOR TO EACH USE OF ANY SIKA PRODUCT, THE USER MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON THE PRODUCT'S MOST CURRENT PRODUCT DATA SHEET, PRODUCT LABEL AND SAFETY DATA SHEET WHICH ARE AVAILABLE ONLINE AT HTTP://USA.SIKA.COM/ OR BY CALLING SIKA'S TECHNICAL SERVICE DEPARTMENT AT 800.933.7452 NOTHING CONTAINED IN ANY SIKA MATERIALS RELIEVES THE USER OF THE OBLIGATION TO READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS FOR EACH SIKA PRODUCT AS SET FORTH IN THE CURRENT PRODUCT DATA SHEET, PRODUCT LABEL AND SAFETY DATA SHEET PRIOR TO PRODUCT USE.

Construction

How to Use

Surface Preparation	**Concrete/Mortar:** Remove all deteriorated concrete, dirt, oil, grease, and all bond-inhibiting materials from surface. Preparation work should be done by high pressure water blast, scabbler or other appropriate mechanical means to obtain an exposed aggregate surface profile of +- 1/16 in. (CSP-5). After preparation, substrate strength should be verified prior to patch placement. Substrate should be saturated surface dry (SSD) with no standing water during application. **Reinforcing Steel:** Steel reinforcement should be thoroughly prepared by mechanical cleaning to remove all traces of rust. Where corrosion has occurred due to the presence of chlorides, the steel should be high pressure washed with clean water after mechanical cleaning.
Priming:	**Reinforcement Steel:** For priming of reinforcement steel use Sika® Armatec® 110 EpoCem (Consult Technical Data Sheet). **Concrete Substrate:** A scrub coat of SikaQuick® VOH should be applied prior to placement of mortar. The repair mortar has to be applied into the wet scrub coat before it dries. The use of Sika® Armatec® 110 EpoCem as a bonding agent for concrete is not recommended.
Mixing	Wet down all tools and mixer to be used. Mix mechanically with a low-speed drill (400 - 600 rpm) and mixing paddle or mortar mixer. Mix to a uniform consistency, maximum 3 minutes. Manual mixing can be tolerated only for less than a full unit. Thorough mixing and proper proportioning of the powder and liquid is necessary. Inaccurate proportioning of the powder to liquid will result in a finished product that may not conform with stated properties. **With water:** Start mixing with 6 pints of water per 44 lb. bag. Adjust the water dosage by a maximum amount of +/- 1/2 pint, if necessary, to achieve the desired consistency. Do not over-water. Over-watering may result in difficulty handling and/or not meeting stated property values. **With Latex R:** Start mixing with 6 pints of SikaLatex® R per 44 lb. bag. Adjust the SikaLatex® R dosage by a maximum amount of +/- 1/2 pint, if necessary, to achieve the desired consistency.
Application	The mixed SikaQuick® VOH must be worked well into the prepared substrate, filling all pores and voids. Compact well. Force material against edge of repair working towards the center. Thoroughly compact the mortar around exposed reinforcement. After filling repair, consolidate, then screed. Finish with steel, magnesium, wood, plastic floats, or damp sponges, depending on the desired surface texture. Where multiple lifts are required, score top surface on each lift to produce a roughened substrate for next lift. Allow preceding lift to harden before applying fresh material. Saturate surface of the lift with clean water. If previous layers are over 6 hours old, mechanically prepare the substrate and dampen.
Tooling and Finishing	As per ACI recommendations for portland cement concrete, curing is required. Moist cure with wet burlap and polyethylene, a fine mist of water or a water based* compatible curing compound. Curing compounds adversely affect the adhesion of following lifts of mortar, leveling mortar or protective coatings. Moist curing should commence immediately after finishing. Protect freshly applied mortar from direct sunlight, wind, rain and frost. * Pretesting of curing compound is recommended.
Removal	Cured product must be removed mechanically.
Over Painting	Acrylic waterbased systems - 4 hrs Epoxy/PU based systems - 6 hrs Compatibility and adhesion testing is always recommended.
Limitations	■ Application thickness: Minimum: With water: 1/8 inch (3 mm). Maximum in one lift: 3 inches (75 mm) vertical, 2 inches (51 mm) overhead. ■ Minimum ambient and surface temperatures 45°F (7°C) and rising at time of application. ■ To control setting times, cold water should be used in hot weather and hot water used in cold weather. ■ Do not use solvent based curing compounds. As with all cement based materials, avoid contact with aluminum to prevent adverse chemical reaction and possible product failure. Insulate potential areas of contact by coating aluminum bars, rails, posts etc. with an appropriate epoxy such as Sikadur® Hi-Mod 32. ■ Remixing product after it begins to set is prohibited. ■ Do not use Sika® Armatec® 110 EpoCem as a bonding agent with SikaQuick® VOH.

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Construction

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KEEP CONTAINER TIGHTLY CLOSED. KEEP OUT OF REACH OF CHILDREN. NOT FOR INTERNAL CONSUMPTION. FOR INDUSTRIAL USE ONLY. FOR PROFESSIONAL USE ONLY.

For further information and advice regarding transportation, handling, storage and disposal of chemical products, users should refer to the actual Safety Data Sheets containing physical, ecological, toxicological and other safety related data. Read the current actual Safety Data Sheet before using the product. In case of emergency, call CHEMTREC at 1-800-424-9300, International 703-527-3887.

Prior to each use of any Sika product, the user must always read and follow the warnings and instructions on the product's most current Product Data Sheet, product label and Safety Data Sheet which are available online at http://usa.sika.com/ or by calling Sika's Technical Service Department at 800-933-7452. Nothing contained in any Sika materials relieves the user of the obligation to read and follow the warnings and instruction for each Sika product as set forth in the current Product Data Sheet, product label and Safety Data Sheet prior to product use.

SIKA warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within shelf life. User determines suitability of product for intended use and assumes all risks. Buyer's sole remedy shall be limited to the purchase price or replacement of product exclusive of labor or cost of labor. NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS. SALE OF SIKA PRODUCTS ARE SUBJECT SIKA'S TERMS AND CONDITIONS OF SALE AVAILABLE AT HTTP://USA.SIKA.COM/ OR BY CALLING 201-933-8800.

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MAPEI®

Planitop® 18 ES

Very Rapid-Hardening Repair Mortar with Extended Working Time

DESCRIPTION

Planitop 18 ES is a one-component, high-early-strength, cementitious repair mortar, with a corrosion inhibitor, that has the very rapid-hardening characteristics of *Planitop 18* but with an extended set and working time.

FEATURES AND BENEFITS

- Very rapid-hardening repair mortar that meets requirements for ASTM C928 R3 mortar
- Open to vehicular traffic in 6 hours at 73°F (23°C)
- Extended working time for hot-weather applications
- Good resistance to freeze/thaw cycles and de-icing salts
- Trowelable mortar can be extended up to 50% by weight with 3/8" (10 mm) pea gravel for thicknesses up to 6" (15 cm)
- May be coated as early as 6 hours at 73°F (23°C) with non-breathable coatings, such as epoxies

INDUSTRY STANDARDS AND APPROVALS

- Meets requirements for ASTM C928 R3 mortar

LEED v4 Points Contribution	LEED Points
Health Product Declaration (HPD)*	Up to 2 points

** Using this product may help contribute to LEED certification of projects in the category shown above. Points are awarded based on contributions of all project materials.*

WHERE TO USE

- Interior and exterior, horizontal concrete surfaces
- Structural concrete repairs, above- and below-grade, from 1/4" to 1" (6 mm to 2,5 cm) thickness neat and up to 6" (15 cm) extended

LIMITATIONS

- Use at ambient temperatures between 45°F and 95°F (7°C and 35°C). For temperatures below or above this range, use cold- or hot-weather guidelines from the American Concrete Institute (ACI).
- Protect from freeze/thaw for 24 hours after application.
- For vehicular traffic, maintain a repair depth of at least 1/2" (12 mm).

SURFACE PREPARATION

- Ensure that all substrates are clean, structurally sound and stable.
- Mechanically profile and prepare concrete surfaces by engineer-approved methods, allowing a minimum of 3/4" (19 mm) clearance behind reinforcing steel. Reference International Concrete Repair Institute (ICRI) Technical Guideline #310.2R-2013 concrete surface profile (CSP) standards #5 and greater for acceptable profile height.
- Clean all exposed reinforcement steel and coat with *Mapefer™ 1K* or *Planibond® 3C* to protect against corrosion (see the respective Technical Data Sheet for details).

MIXING

Choose all appropriate safety equipment before use. Refer to the Safety Data Sheet for details.

1. Into a clean mixing container, pour 2.75 U.S. qts. (2,60 L) of cool, clean, potable water, not to exceed 2.88 U.S. qts. (2,73 L) per 50-lb. (22,7-kg) bag to achieve desired consistency.
2. For best results, mix *Planitop 18 ES* by using a mortar mixer, although it may also be drill-mixed. Slowly add *Planitop 18 ES* to water while mixing. If drill mixing, use a low-speed drill and Jiffy mixer. Mix for 2 to 3 minutes to a smooth, homogenous consistency.
3. For an extended mix, add up to 50% by weight (25 lbs. [11,3 kg]) of clean, washed, saturated surface-dry (SSD), 3/8" (10 mm) pea gravel per 50-lb. (22,7-kg) bag.
4. Avoid overmixing, or moving the mixer up and down during the mixing process, as it could shorten the pot life.
5. Mix only the amount of material that can be applied within 30 minutes.

PRODUCT APPLICATION

Read all application instructions thoroughly before installation.

1. Ensure that the concrete substrate is SSD before installation of *Planitop 18 ES*. The concrete surface should be free of any standing water.
2. Apply with a float or screed on horizontal surfaces to a thickness of no more than 1" (2,5 cm) neat per lift or up to 6" (15 cm) extended.
3. Place *Planitop 18 ES* within the established pot life, which is about 30 minutes at 73°F (23°C). Application times will vary depending on climatic conditions.

CURING

1. During curing, protect *Planitop 18 ES* from conditions of excessive heat and high winds.
2. *Planitop 18 ES* must be wet-cured for at least 4 hours. Alternatively, a water-based curing compound conforming to ASTM C308 may be utilized.

CLEANUP

Wash hands and tools promptly with water before material hardens. Cured material must be mechanically removed.

Product Performance Properties

Laboratory Tests	Results	
	73°F (23°C)	ASTM C928 (R3)
Compressive strength – ASTM C109 (CAN/CSA-A5)		
3 hours	> 3,000 psi (20,7 MPa)	≥ 3,000 psi (20,7 MPa)
1 day	> 5,000 psi (34,5 MPa)	≥ 5,000 psi (34,5 MPa)
7 days	> 5,500 psi (37,9 MPa)	≥ 5,000 psi (34,5 MPa)
28 days	> 7,000 psi (48,3 MPa)	≥ 5,000 psi (34,5 MPa)
Compressive strength – ASTM C39		
28 days	> 6,000 psi (41,4 MPa)	N/A
Consistency @ 5 minutes (ASTM C109*)	≥ 100%	≥ 100%
Flexural strength – ASTM C348 (CAN/CSA-A23.2-8C)		
28 days	> 1,000 psi (6,9 MPa)	N/A
Slant/shear bond strength – ASTM C882*		
1 day	> 1,800 psi (12,4 MPa)	> 1,000 psi (6,90 MPa)
7 days	> 2,500 psi (17,2 MPa)	> 1,000 psi (6,90 MPa)
Length change – ASTM C157*		
28 days (water)	≤ + 0.15%	≤ + 0.15%
28 days (air)	≤ -0.15%	≤ -0.15%
Splitting tensile strength – ASTM C496		
1 day	> 400 psi (2,76 MPa)	N/A
28 days	> 600 psi (4,14 MPa)	N/A
Freeze/thaw resistance at 300 cycles (ASTM C666)	98%	N/A
Rapid chloride permeability (ASTM C1202)		
28 days	< 1,000 coulombs	N/A
Scaling resistance at 25 cycles – (ASTM C672)	0 rating; no scaling	≤ 1 lb. per sq. ft. = .004788 N/cm²
VOCs (Rule #1168 of California's SCAQMD)	0 g per L	

** Modified per ASTM C928 testing requirements*

Shelf Life and Product Characteristics (before mixing)

Shelf life	1 year in original unopened packaging in a dry, covered and well-ventilated place at 73°F (23°C)
Physical state	Powder
Color	Gray

Protect containers from freezing in transit and storage. Provide for heated storage on site and deliver all materials at least 24 hours before work begins.

Application Properties (mixed)

Laboratory Tests	Results
Mixing ratio	2.88 U.S. qts. (2,73 L) of water per 50-lb. (22,7-kg) bag
Consistency of mix	Trowelable mortar
Application temperature range	45°F to 95°F (7°C to 35°C)
Set time (ASTM C191)**	
Initial	> 45 minutes
Final	< 110 minutes

*** Set times are dependent on substrate temperatures and placement conditions.*

Planitop® 18 ES

CSI Division Classifications

Cast-in-Place Concrete	033000
Cementitious Decks and Underlayment	035000

Packaging

Size
Bag: 50 lbs. (22,7 kg)
Bag in pail: 50 lbs. (22,7 kg)

Approximate Coverage* per 50 lbs. (22,7 kg)

Mix	Yield
Neat	0.41 cu. ft. (0,0116 m^3)
Extended 50% with 25 lbs. (11,3 kg) of 3/8" (10 mm) pea gravel	0.51 cu. ft. (0,0144 m^3)

** Coverage shown is for estimating purposes only. Actual jobsite coverage may vary according to climate and substrate conditions.*

RELATED DOCUMENTS

ACI 305R-10 Guide to Hot Weather Concreting
ACI 306R-10 Guide to Cold Weather Concreting
ICRI 310 1R-2008 Guide for Surface Preparation of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion
ICRI 310 2R-2013 Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair

Refer to the SDS for specific data related to health and safety as well as product handling.

LEGAL NOTICE

The contents of this Technical Data Sheet ("TDS") may be copied into another project-related document, but the resulting document shall not supplement or replace requirements per the TDS in effect at the time of the MAPEI product installation. For the most up-to-date TDS and warranty information, please visit our website at www.mapei.com. **ANY ALTERATIONS TO THE WORDING OR REQUIREMENTS CONTAINED IN OR DERIVED FROM THIS TDS SHALL VOID ALL RELATED MAPEI WARRANTIES.**

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BUILDING TRUST

PRODUCT DATA SHEET

Sikacrete® 211 SCC Plus

ONE-COMPONENT, CEMENTITIOUS, POLYMER-MODIFIED, SELF CONSOLIDATING CONCRETE MIX WITH AN INTEGRAL MIGRATING CORROSION INHIBITOR

PRODUCT DESCRIPTION

Sikacrete® 211 SCC Plus is a one-component, self consolidating concrete containing factory blended coarse aggregate. This self consolidating concrete bag is silica fume and polymer modified and also contains a migrating corrosion inhibitor.

USES

- Full depth repairs
- On grade, above and below grade on concrete
- On horizontal surfaces
- Vertical and overhead surfaces when formed and pumped or poured
- As a structural repair material for parking facilities, industrial plants, walkways, bridges, tunnels, dams, and balconies
- Filler for voids and cavities

CHARACTERISTICS / ADVANTAGES

- Self Consolidating Concrete - Excellent placement characteristics
- Polymer-modified
- Integral penetrating corrosion inhibitor
- Silica fume enhanced
- Prepackaged coarse aggregate. Eliminates the need to extend material in the field. Eliminates the risk of reactive aggregate
- Can be pumped or poured into forms and gets excellent consolidation without vibrating

PRODUCT INFORMATION

Packaging	65 lb. (29.5 kg) bag
Appearance / Color	Gray powder
Shelf Life	12 months from date of production if stored properly in original, unopened and undamaged sealed packaging
Storage Conditions	Store dry at 40–95 °F (4–35 °C) Protect from moisture. If damp, discard material

TECHNICAL INFORMATION

Compressive Strength	1 day	2,000 psi (13.8 MPa)	(ASTM C-39) 73 °F (23 °C) 50 % R.H.
	7 days	5,500 psi (37.9 MPa)	
	28 days	6,500 psi (44.8 MPa)	
Flexural Strength	1 day	500 psi (3.4 MPa)	(ASTM C-293) 73 °F (23 °C) 50 % R.H.
	7 days	750 psi (5.2 MPa)	
	28 days	1,000 psi (6.9 MPa)	
Splitting Tensile Strength	7 days	750 psi (5.2 MPa)	(ASTM C-496) 73 °F (23 °C) 50 % R.H.
	28 days	1,000 psi (6.9 MPa)	
Tensile Adhesion Strength	1 day	250 psi (1.7 MPa)	(ASTM C-1583) 73 °F (23 °C) 50 % R.H.
	7 days	300 psi (2.1 MPa)	
Slant Shear Strength	1 day	1,000 psi (6.9 MPa)	(ASTM C-882 modified)*
	7 days	1,500 psi (10.3 MPa)	
	28 days	2,500 psi (17.2 MPa)	
	* Mortar scrubbed into substrate at 73 °F (23 °C) and 50 % R.H.		
Shrinkage	28 days	<0.05 %	(ASTM C-157 modified)
Freeze thaw resistance	300 cycles	> 99 %	(ASTM C-666)
Freeze Thaw De-Icing Salt Resistance	50 cycles	2	(ASTM C-672)
Sulfate Resistance	0.006*		(ASTM C-1012)
	*Length change after 6 months at 73 °F (23 °C) and 50 % R.H.		
Chloride Ion Diffusion Resistance	28 days	< 650 Coloumbs	(ASTM C-1202 AASHTO T-277)

APPLICATION INFORMATION

Mixing Ratio	5.5-6 pints (2.6-2.8 L)	
Coverage	0.50 ft^3 (0.01 m^3) per bag (Coverage figures do not include allowance for surface profile and porosity or material waste)	
Layer Thickness	**Min.**	**Max.**
	1" (25 mm)	8" (203 mm)
	▪ Thicker appliations have been done successfully. ▪ Please consult Sika® Technical Service.	
Consistency	Initial spread	25-30" (6.4-7.6 cm) (ASTM C-1611)
	Spread at 30 min.	> 15" (3.9 cm)
Product Temperature	65–75 °F (18–24 °C)	
Ambient Air Temperature	45–86 °F (7–30 °C)	
Substrate Temperature	45–86 °F (7–30 °C)	
Pot Life	~ 60 minutes As the temperature will affect the pot life, application temperature: ▪ Above 73 °F (23 °C) will reduce the pot life and slump ▪ Below 73 °F (23 °C) will extend the pot life and slump	

APPLICATION INSTRUCTIONS

SUBSTRATE QUALITY / PRE-TREATMENT

Concrete

- Surface must be clean and sound. Remove all deteriorated concrete, dirt, oil, grease, and other bond-inhibiting materials from the area to be repaired.
- Be sure repair area is not less than 1" (25 mm) deep.
- Preparation work should be done by appropriate means. Obtain an exposed aggregate surface with a minimum surface profile of ± 1/8" (3 mm) (CSP-7-8) on clean, sound concrete.
- Substrate should be Saturated Surface Dry (SSD) with clean water prior to application. No standing water should remain during application.

Reinforcing Steel

- Steel reinforcement should be thoroughly prepared by mechanical cleaning to remove all traces of rust.
- Where corrosion has occurred, the steel should be high-pressure washed with clean water after mechanical cleaning.
- For priming and protection of reinforcing steel use Sika® Armatec® 110 EpoCem (consult PDS).

MIXING

- Start mixing with 5.5 pints (2.6 L) of water.
- An additional 0.5 pint (0.2 L) can be added if needed.
- Do not over water as excess water will cause segregation.
- Add Sikacrete® 211 SCC Plus while continuing to mix.
- Mechanically mix to a uniform consistency, for 3 minutes.with a low-speed drill (400–600 rpm) and paddle or in appropriate-size mortar mixer or concrete mixer.

APPLICATION

- Pre-wet surface to SSD.
- Ensure good intimate contact with the substrate is achieved. To accomplish this, material should be scrubbed into the substrate or other suitable means should be employed such as vibration of the material or pumping under pressure.
- Vibrate form while pouring or pumping.
- Pump with a variable pressure pump.
- Continue pumping until a 3 to 5 psi increase in normal line pressure is evident then STOP pumping.
- Form should not deflect.
- Vent to be capped when steady flow is evident, and forms stripped when appropriate.

CURING TREATMENT

- As per ACI recommendations for Portland cement concrete, curing is required.
- Moist cure with wet burlap and polyethylene, a fine mist of water or a water based* compatible curing compound.
- Curing compounds adversely affect the adhesion of following layers of mortar, leveling mortar or protective coatings.
- Moist curing should commence immediately after finishing.
- Protect newly applied material from direct sunlight, wind, rain and frost.

* Pretesting of curing compound is recommended.

LIMITATIONS

- As with all cement based materials, avoid contact with aluminum to prevent adverse chemical reaction and possible product failure. Insulate potential areas of contact by coating aluminum bars, rails, posts, with an appropriate epoxy such as Sikadur® 32 Hi-Mod.

BASIS OF PRODUCT DATA

Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

LOCAL RESTRICTIONS

Prior to each use of any Sika product, the user must always read and follow the warnings and instructions on the product's most current Product Data Sheet, product label and Safety Data Sheet which are available online at http://usa.sika.com/ or by calling Sika's Technical Service Department at 800.933.7452 nothing contained in any Sika materials relieves the user of the obligation to read and follow the warnings and instructions for each Sika product for each Sika product as set forth in the current Product Data Sheet, product label and Safety Data Sheet prior to product use.

ECOLOGY, HEALTH AND SAFETY

Keep container tightly closed. Keep out of reach of children. Not for internal consumption. For industrial use only. For professional use only. For further information and advice regarding transportation, handling, storage and disposal of chemical products, users should refer to the actual Safety Data Sheets containing physical, ecological, toxicological and other safety related data. Read the current actual Safety Data Sheet before using the product. In case of emergency, call CHEMTREC at 1-800-424-9300, International 703-527-3887.

DIRECTIVE 2004/42/CE - LIMITATION OF EMISSIONS OF VOC

0 g/L	(EPA Method 24)

LEGAL NOTES

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BUILDING TRUST

PRODUCT DATA SHEET

SikaRepair®-222

ONE-COMPONENT, EARLY STRENGTH GAINING, CEMENTITIOUS PATCHING MATERIAL

PRODUCT DESCRIPTION

SikaRepair®-222 is a one-component, early strength gaining, cementitious, patching material for horizontal repair of concrete.

USES

- On grade, above and below grade on concrete and mortar
- As a repair material for spalled horizontal concrete surfaces, walkways, ramps, steps, etc.

CHARACTERISTICS / ADVANTAGES

- Easy-to-use; just add water
- Suitable for exterior and interior applications
- Not flammable
- Easily applied to clean, sound substrate
- High early strengths

PRODUCT INFORMATION

Packaging	SikaRepair®-222: 50 lb. (22.7 kg) bag SikaLatex® (R): 1 gal. (3.8 L) plastic jug and 5 gal. (19 L) pail
Appearance / Color	Gray powder
Shelf Life	12 months from date of production if stored properly in original, unopened and undamaged sealed packaging
Storage Conditions	Store dry at 40–95 °F (4–35 °C). Protect from moisture. If damp, discard material.

TECHNICAL INFORMATION

Compressive Strength (ASTM C-109)

	Water	SikaLatex® R
1 day	> 2,000 psi (13.8 MPa)	2,300 psi (15.9 MPa)
7 days	4,000 psi (27.6 MPa)	4,500 psi (31.0 MPa)
28 days	5,000 psi (34.5 MPa)	5,500 psi (37.9 MPa)

73 °F (23 °C)
50 % R.H.

Flexural Strength (ASTM C-293)

	Water	SikaLatex® R
28 days	750 psi (5.1 MPa)	1,200 psi (8.2 MPa)

73 °F (23 °C)
50 % R.H.

Splitting Tensile Strength (ASTM C-496)

	Water	SikaLatex® R
28 days	450 psi (3.1 MPa)	700 psi (4.8 MPa)

73 °F (23 °C)
50 % R.H.

Tensile Adhesion Strength (ASTM C-882 modified)*

	Water	SikaLatex® R
28 days	2,000 psi (13.8 MPa)	2,000 psi (13.8 MPa)

* Mortar scrubbed into substrate (73 °F (23 °C) and 50 % R.H.)

APPLICATION INFORMATION

Mixing Ratio
3/4 - 7/8 gal. (2.8 - 3.3 L) of liquid

Coverage

Neat	0.42 ft³ (0.01 m³)
Extended with 32 lb (14.5 kg) of 3/8" (9.5 mm) gravel	0.62 ft³ (0.02 m³)

(Coverage figures do not include allowance for surface profile and porosity or material waste)

Layer Thickness

Neat	Min.	Max.
Water and diluted SikaLatex® R	1/4" (6 mm)	1" (25 mm)
undiluted SikaLatex® R	1/8" (3 mm)	1" (25 mm)
Extended	**Min.**	**Max.**
Water and SikaLatex® R	1" (25 mm)	4" (100 mm)

Product Temperature
65–75 °F (18–24 °C)

Ambient Air Temperature
45–86 °F (7–30 °C)

Substrate Temperature
45–86 °F (7–30 °C)

Pot Life
~ 30 minutes
As the temperature will affect the pot life, application temperature:
- Above 73 °F (23 °C) will reduce the pot life and slump
- Below 73 °F (23 °C) will extend the pot life and slump

Finishing Time
~50–120 minutes

APPLICATION INSTRUCTIONS

SUBSTRATE QUALITY / PRE-TREATMENT

Surface preparation

- Surface must be clean and sound. Remove all deteriorated concrete, dirt, oil, grease, and other bond-inhibiting materials from the area to be repaired.
- Preparation work should be done by high pressure water blast, scabbler, or other appropriate mechanical means. Obtain an exposed aggregate surface with a minimum surface profile of ± 1/8" (3 mm) (CSP-6) on clean, sound concrete.
- To ensure optimum repair results, the effectiveness of decontamination and preparation should be assessed by a pull-off test.
- Substrate should be Saturated Surface Dry (SSD) with clean water prior to application. No standing water should remain during application.

Priming

- Reinforcing steel: Steel reinforcement should be thoroughly prepared by mechanical cleaning to remove all traces of rust. Where corrosion has occurred due to the presence of chlorides, the steel should be high pressure washed with clean water after mechanical cleaning. For priming of reinforcing steel use Sika® Armatec® 110 EpoCem (consult PDS).

- Concrete Substrate: Prime the prepared substrate with a brush or sprayed applied coat of Sika® Armatec® 110 EpoCem (consult PDS). Alternately, a scrub coat of SikaRepair®-222 can be applied prior to placement of the mortar. The repair mortar has to be applied into the wet scrub coat before it dries.

MIXING

- **With water**: Start with 3/4 gal. (2.8 L) of water added to the mixing vessel. Add 1 bag of SikaRepair®-222 while continuing to mix with a low-speed drill (400-600 rpm) and mixing paddle or in an appropriate mortar mixer. Add up to another 1/8 gal (0.5 L) of water to achieve desired consistency. Do not over-water.

- **With SikaLatex® R**: Pour 3/4 gal. (2.8 L) of SikaLatex® R into the mixing container. Slowly add powder, mix and adjust as above.

- **With diluted SikaLatex® R**: SikaLatex® R may be diluted up to 5:1 (water: SikaLatex® R) for projects requiring minimal polymer modification. Pour 3/4 gal. (2.8 L) of the mixture into the mixing container. Slowly add powder, mix and adjust as above.

Extension with aggregates:

- For applications greater than 1" (25 mm) in depth, add 3/8" (9.5 mm) coarse aggregate.
- The aggregate must be non-reactive (reference ASTM C-1260, C-227 and C-289), clean, well graded, SSD, have low absorption and high density, and comply with ASTM C-33 size number 8 per Table 2.
- Variances in aggregate may result in different strengths.
- The addition rate is 32 lb. (14.5 kg) of aggregate per bag. It is approximately 2.5-3 gal. (9.5-11.3 L) by loose volume of aggregate.
- Water may be varied to achieve the desired consistency. Do not over water.

APPLICATION

- The prepared mortar must be scrubbed into the substrate, filling all pores and voids. Force material against edge of repair, working toward center.
- After filling repair, consolidate, then screed.
- Allow mortar to set to desired stiffness, then finish.
- Mixing, placing and finishing should not exceed 45 minutes.

CURING TREATMENT

- As per ACI recommendations for Portland cement concrete, curing is required.
- Moist cure with wet burlap and polyethylene, a fine mist of water or a water based* compatible curing compound.
- Curing compounds adversely affect the adhesion of following lifts of mortar, leveling mortar or protective coatings.
- Moist curing should commence immediately after finishing. Protect freshly applied mortar from direct sunlight, wind, rain and frost.

* Pretesting of curing compound is recommended.

LIMITATIONS

- Use only potable water
- Not intended for use as an overlay material
- As with all cement based materials, avoid contact with aluminum to prevent adverse chemical reaction and possible product failure. Insulate potential areas of contact by coating aluminum bars, rails, posts etc. with an appropriate epoxy such as Sikadur® Hi-Mod 32
- Not a vapor barrier

BASIS OF PRODUCT DATA

Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

LOCAL RESTRICTIONS

Prior to each use of any Sika product, the user must always read and follow the warnings and instructions on the product's most current Product Data Sheet, product label and Safety Data Sheet which are available online at http://usa.sika.com/ or by calling Sika's Technical Service Department at 800.933.7452 nothing contained in any Sika materials relieves the user of the obligation to read and follow the warnings and instructions for each Sika product for each Sika product as set forth in the current Product Data Sheet, product label and Safety Data Sheet prior to product use.

ECOLOGY, HEALTH AND SAFETY

Keep container tightly closed. Keep out of reach of children. Not for internal consumption. For industrial use only. For professional use only. For further information and advice regarding transportation, handling, storage and disposal of chemical products, users should refer to the actual Safety Data Sheets containing physical, ecological, toxicological and other safety related data. Read the current actual Safety Data Sheet before using the product. In case of emergency, call CHEMTREC at 1-800-424-9300, International 703-527-3887.

DIRECTIVE 2004/42/CE - LIMITATION OF EMISSIONS OF VOC

0 g/L (EPA Method 24)

LEGAL NOTES

Prior to each use of any Sika product, the user must always read and follow the warnings and instructions on the product's most current Product Data Sheet, product label and Safety Data Sheet which are available online at http://usa.sika.com/ or by calling Sika's Technical Service Department at 800-933-7452. Nothing contained in any Sika materials relieves the user of the obligation to read and follow the warnings and instruction for each Sika product as set forth in the current Product Data Sheet, product label and Safety Data Sheet prior to product use. SIKA warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within shelf life. User determines suitability of product for intended use and assumes all risks. Buyer's sole remedy shall be limited to the purchase price or replacement of product exclusive of labor or cost of labor. No other warranties express or implied shall apply including any warranty of merchantability or fitness for a particular purpose. Sika shall not be liable under any legal theory for special or consequential damages. Sika shall not be responsible for the use of this product in a manner to infringe on any patent or any other intellectual property rights held by others. Sale of Sika products are subject to Sika's terms and conditions of sale available at http://usa.sika.com/ or by calling 201-933-8800.

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Version: Nov. 30, 2017

MAPEI®

Topcem™ Premix

Ready-to-Use, Accelerated-Cure Screed Mortar

GREEN INNOVATION

DESCRIPTION

Topcem Premix is a ready-to-use screed mortar suitable for bonded as well as unbonded applications. *Topcem Premix* can easily be screeded or sloped, and has the workability and working time of conventional screed mortars.

FEATURES AND BENEFITS

- Fast-setting
- Ready-to-use screed mortar
- For thicknesses from 1/4" to 2" (6 mm to 5 cm) neat and up to 4" (10 cm) when extended with 20% by weight of washed, clean, saturated surface-dry (SSD), 3/8" (10 mm) pea gravel
- When properly mixed and installed, *Topcem Premix* has a residual moisture content of less than 2.5% at 48 hours.

INDUSTRY STANDARDS AND APPROVALS

LEED v4 Points Contribution — LEED Points

Health Product Declaration (HPD)* .....Up to 2 points

** Using this product may help contribute to LEED certification of projects in the category shown above. Points are awarded based on contributions of all project materials.*

Additional Green Certifications

- Living Building Challenge (LBC) Red List Free: This product has been verified per the most current Red List on the LBC's Website.

WHERE TO USE

- Interior/exterior use
- As a repair mortar for horizontal concrete
- As an overlay to resurface or reslope horizontal concrete
- Under MAPEI moisture-mitigation products

LIMITATIONS

- Do not install over substrates containing asbestos.
- Wait at least 24 hours to install self-leveling underlayments onto *Topcem Premix*.
- Wait at least 48 hours to install moisture-sensitive products onto *Topcem Premix*.
- Cool, damp and humid conditions will slow the rate of hydration and cause the topping to retain a higher moisture content for a longer period of time. In temperatures below 70°F (21°C), increase the time allowed before applying a covering.
- In environments subject to freeze/thaw or where increased durability is desired, replace the mixing water with undiluted *Planicrete® AC*.
- On bonded systems under 3/4" (19 mm) in thickness, replace the mixing water with undiluted *Planicrete AC*.
- Do not add other additives or cements to *Topcem Premix*.
- *Topcem Premix* also can be used as an interior floating topping and must be installed over an engineer-approved substrate with proper reinforcement. For all floating systems, replace the mixing water with undiluted *Planicrete AC*.

- When using *Topcem Premix* as an interior floating substrate, consult the Tile Council of North America for deflection criteria of the substrate it is to be applied to.
- Do not apply *Topcem Premix* over ponded water.
- Concrete substrate and ambient room temperatures must be between 45°F and 95°F (7°C and 35°C) before application. Temperatures must be maintained within this range for at least 3 days after the installation of *Topcem Premix*.
- Do not overmix.
- Do not mix more material than can be applied within a 15-minute period.

Tile Council of North America (TCNA) Statement on Deflection Criteria

Floor systems, including the framing system and subfloor panels, over which tile will be installed should be in conformance with the IRC [International Residential Code] for residential applications, the IBC [International Building Code] for commercial applications, or applicable building codes.

Note: The owner should communicate in writing to the project design professional and general contractor the "intended use" of the tile installation, in order to enable the project design professional and general contractor to make necessary allowances for the expected live load, concentrated loads, impact loads, and dead loads including the weight of the tile and setting bed. The tile installer shall not be responsible for any floor framing or subfloor installation not compliant with applicable building codes, unless the tile installer or tile contractor designs and installs the floor framing or subfloor.

SURFACE PREPARATION

- Concrete surface must be clean and free of loose particles, efflorescence, paints, tars, grease, asphaltic materials, bond breakers, curing compounds, wax, and any foreign substance or any conditions that may affect product performance or proper bonding.
- Mechanically profile and prepare concrete surfaces by engineer-approved methods in accordance with the most current ICRI 310.2R Guidelines.
- Ensure that the concrete substrate is saturated surface-dry (SSD) before installation of *Topcem Premix*.
- Ensure that all exposed reinforcing steel is prepared in accordance with the most current ICRI 310.1 guideline and coated with either *Planibond® 3C* or *Mapefer™ 1K*.

MIXING

Before product use, take appropriate safety precautions. Refer to the Safety Data Sheet for details.

Each 50-lb (22,7-kg) bag of *Topcem Premix* requires 2.16 to 2.4 U.S. qts. (2,04 to 2,27 L) of clean potable water, or 2.5 U.S. qts. (2,37 L) of undiluted *Planicrete AC*.

1. Pour 3/4 of the required amount of mixing liquid into a clean mixing container.
2. Slowly add *Topcem Premix* to the mixing container and mix for 2 to 3 minutes with a drill and appropriate mixing paddle. To extend the mix, add aggregate before mixing and utilize a rotary drum mixer.
3. Add the remaining 1/4 required mixing liquid while mixing and continue to mix to a homogenous consistency.

PRODUCT APPLICATION

Read all installation instructions thoroughly before installation.

1. Ensure that the prepared concrete is saturated surface-dry (SSD) before application of *Topcem Premix*.
2. Apply a scrubcoat of mixed *Topcem Premix*.
3. Apply *Topcem Premix* by working it into the scrubcoat before it dries.
4. Use of screed rails is recommended for large areas. Screed or trowel the material to the desired thickness and finish.
5. Use *Mapecrete™ Film* when conditions of excessive heat and/or wind could cause premature surface drying and result in cracking.

For floating installations

- Use *Planicrete AC* rather than water for mixing.
- Pre-place 2" x 2" (5 x 5 cm), 16-by-16-gauge, galvanized, welded wire mesh so that it will be in the center of the floating topping, and provide the required structural integrity of the floating topping.
- When applying *Topcem Premix*, maintain a thickness of at least 1-3/8" (3,5 cm).

CURING

- Cover with wet burlap or polyethylene sheet during the first 4 hours of curing.
- Alternately, apply a water-based curing compound conforming to ASTM C309.

CLEANUP

- Wash hands and tools promptly with water before material hardens. Cured material must be mechanically removed.

Product Performance Properties

Laboratory Tests	Results for Water Mixture	Results for *Planicrete AC* Mixture
Compressive strength – ASTM C109 (CAN/CSA-A5)		
1 day	> 2,000 psi (13,8 MPa)	> 1,700 psi (11,7 MPa)
7 days	> 2,700 psi (18,6 MPa)	> 3,300 psi (22,8 MPa)
28 days	> 3,000 psi (20,7 MPa)	> 5,300 psi (36,6 MPa)
Flexural strength – ASTM C348 (CAN/CSA-A23.2-8C)		
28 days	> 725 psi (5 MPa)	> 1,500 psi (10,3 MPa)
Pull-out strength (rupture of concrete) – CAN/CSA-A23.2-6B	> 275 psi (1,90 MPa)	> 300 psi (2,07 MPa)
Flammability		
Flame spread	0	0
Fuel contribution	0	0
Smoke development	0	0
VOCs (Rule #1168, "Subfloor Adhesives," of California's SCAQMD)	0 g per L	

Shelf Life and Product Characteristics (before mixing)

Shelf life	1 year when stored in original, unopened packaging at 73°F (23°C)
Physical state	Powder
Color	Gray

Protect containers from freezing in transit and storage. Provide for heated storage on site and deliver all materials at least 24 hours before work begins.

Application Properties at 73°F (23°C) and 50% relative humidity

Mixing ratio, per 50 lbs. (22,7 kg) of *Topcem Premix*	For water mixture: 9% to 10% water, or 2.16 to 2.4 U.S. qts. (2,04 to 2,27 L) For *Planicrete AC* mixture: 10.5% *Planicrete AC*, or 2.5 U.S. qts. (2,37 L)
Consistency of mix	Screed mortar
Application temperature range	45°F to 95°F (7°C to 35°C)
Pot life	30 minutes
Initial set (ASTM C191)	About 50 minutes
Final set (ASTM C191)	For water mixture: 85 to 110 minutes For *Planicrete AC* mixture: 105 to 120 minutes
Ready for application of self-levelers	Typically after 1 day
Ready for application of nonbreathable coatings	Typically after 2 days

Note: Placements of high volumes of material and cool, damp and humid conditions will slow the rate of hydration and cause the topping to retain a higher moisture content for a longer period of time. In high-volume placements and in temperatures below 70°F (21°C), increase the time allowed before applying covering.

CSI Division Classifications

Maintenance of Concrete	03 01 00
Mortar Bed Tiling	09 32 00

Packaging

Size
Bag: 50 lbs. (22,7 kg)

Approximate Coverage* per 50 lbs. (22,7 kg)

Yield
0.41 cu. ft. (0,012 m^3)

** Coverage shown is for estimating purposes only. Actual jobsite coverage may vary according to substrate conditions, type of equipment, thickness applied and application methods used.*

Topcem Premix

Refer to the SDS for specific data related to health and safety as well as product handling.

LEGAL NOTICE

The contents of this Technical Data Sheet ("TDS") may be copied into another project-related document, but the resulting document shall not supplement or replace requirements per the TDS in effect at the time of the MAPEI product installation. For the most up-to-date TDS and warranty information, please visit our website at www.mapei.com. **ANY ALTERATIONS TO THE WORDING OR REQUIREMENTS CONTAINED IN OR DERIVED FROM THIS TDS SHALL VOID ALL RELATED MAPEI WARRANTIES.**

Before using, the user must determine the suitability of our products for the intended use, and the user alone assumes all risks and liability. **ANY CLAIM SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING TO US WITHIN FIFTEEN (15) DAYS FROM DATE IT WAS, OR REASONABLY SHOULD HAVE BEEN, DISCOVERED.**

We proudly support the following industry organizations:

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MAPEI®

Planicrete® AC

Acrylic Latex Admixture for Mortar and Concrete

DESCRIPTION

Planicrete AC is a one-component, concentrated liquid latex admixture used to enhance the performance of cementitious repair mortars, plasters, stuccos, concrete mixes and toppings for the restoration of horizontal, vertical and overhead concrete; concrete masonry units (CMU); and masonry surfaces.

FEATURES AND BENEFITS

- Prepackaged for easy field use and control
- Optimizes bond to existing concrete substrates
- Improves resistance to abrasion and freeze/thaw cycles
- Non-reemulsifiable

INDUSTRY STANDARDS AND APPROVALS

ASTM: Exceeds requirements of C-1059 Type I and II (used undiluted)

WHERE TO USE

- Use as an admixture for horizontal, vertical and overhead exterior and interior structural concrete repairs and concrete toppings. When mixed with cementitious materials, *Planicrete AC* is suitable for precast, cast-in-place, post-tensioned and prestressed concrete repair.
- Use as a slurry bondcoat when mixed with Portland cement and dry sand to enhance adhesion of mortars and toppings to concrete substrates.
- Use with cement plaster and stucco to increase adhesion and to reduce cracking.
- Use *Planicrete AC* with specified MAPEI products to improve adhesion, product performance and curing (see applicable Technical Data Sheets for details).
- Use as an admixture for interior or exterior floating toppings where a minimum thickness of 1-3/8" (3,5 cm) or greater can be placed on top of bond-breaking membrane and proper reinforcement.
- Use in repair mortars, concrete mixes and toppings to improve resistance to freeze/thaw cycles and to reduce permeability to de-icing salts.
- *Planicrete AC* is ready-to-use, concentrated and non-reemulsifiable, according to American Concrete Institute (ACI).

LIMITATIONS

- Do not install over substrates containing asbestos.
- *Planicrete AC* enhances the performance of cementitious materials for bonded plaster, stucco, concrete repairs and topping. *Planicrete AC* also adds higher resistance to abrasion than ordinary cement and sand repair screeds.
- *Planicrete AC* is prepackaged for easy field use and control. Add water to *Planicrete AC* for specific application (see Section 2, “Mixing").
- *Planicrete AC* should not be used by itself as a bonding agent. Always mix with Portland cement and sand (or designated MAPEI products) to provide a slurry bondcoat for repair materials. Do not let the slurry bondcoat dry, or it can become a bond breaker.
- Mortars enhanced by *Planicrete AC* adhere better to existing properly prepared concrete surfaces. Before application of repair materials, mechanically roughen the concrete surface, saturate surface-dry (SSD) and

scrubcoat to ensure a secure bond. Apply a bonding agent (*Planibond® 3C* or *Planibond EBA* [see Technical Data Sheets for details]) or a slurry bondcoat to the properly prepared surface. Quickly apply the repair mix while the slurry bondcoat is still wet.

- *Planicrete AC* can only be used between 45°F to 95°F (7°C to 35°C).

  Note: Cool, damp and humid conditions will slow the rate of hydration and will cause higher moisture retention in repair mortars, concrete mixes and toppings for a longer period of time.
- Protect from freezing. If product is frozen, discard it properly per local requirements.
- *Planicrete AC* may only be used in conjunction with *Planitop®* and *Mapecem®* products when required in their Technical Data Sheets.

SUITABLE SUBSTRATES

- Properly prepared masonry and concrete at least 28 days old, stable and dry.

Contact MAPEI's Technical Services Department for installation recommendations regarding substrates and conditions not listed.

SURFACE PREPARATION

- All substrates must be structurally sound, stable and solid, with all loose materials removed.
- Thoroughly clean the surface of any substance that could interfere with the bond of the installation material, including dirt, paint, tar, asphalt, wax, oil, grease, latex compounds, form release agents, laitance, loose toppings, foreign substances and any other residues.
- Concrete surfaces must be mechanically profiled and prepared by shotblasting, sandblasting, diamond-grinding, water-jetting, scarifying or other engineer-approved methods to obtain an acceptable profile. Reference ICRI CSP Standards 2 to 5 for plaster and stuccos, and CSP Standards 7 to 9 for slurry bond coats for bonded repairs and toppings.
- Concrete substrate and ambient room temperatures must be between 45°F and 95°F (7°C and 35°C) before application. Temperatures must be maintained within this range for at least of 72 hours after the installation of repair mortars and toppings.
- Do not apply over standing water or wet surfaces.

MIXING

Note: Choose all appropriate safety equipment before use. Refer to Material Safety Data Sheet (MSDS) for more information.

Suggested dilution ratios

- Standard ratio: 1 part *Planicrete AC* to 3 parts water (1:3) – used for standard mortars, pointing mortars, plaster, and stucco.
- Improved performance ratio: 1 part *Planicrete AC* to 2 parts water (1:2) – used for repair mortars.
- Better performance ratio: 1 part *Planicrete AC* to 1 part water (1:1) – used for repair mortars.
- Best performance ratio for reduced shrinkage to wear surfaces: 2 parts *Planicrete AC* to 1 part water (2:1) – used for large overlays and toppings.
- Slurry bondcoat: Use undiluted *Planicrete AC* mixed with Portland cement and sand.

Mixing in a pail

1. Into a clean mixing pail, pour 4/5 of the required amount of cool, clean, mixed *Planicrete AC*.
2. Slowly add cement/sand mixes to liquid while mixing, using a low-speed mixer. Next add the remaining 1/5 of mixed *Planicrete AC* to achieve the desired consistency. Mix for up to 4 minutes, removing any unmixed powder, and remix to a smooth, homogenous consistency.
3. Do not overmix. Overmixing can cause air entrapment, which could shorten pot life.
4. Do not add more liquid than recommended, or the system will not perform as desired.
5. Do not mix more material than can be applied within a workable period.

Mortar or concrete mixer

1. Stop mixing paddles when adding mixed *Planicrete AC* to the mixer.
2. Start the mixer at slow speed and add cement, sand and aggregates per the mix design. During the mixing process, adjust the quantity of liquid to ensure a plastic consistency.
3. Do not overmix. Overmixing can cause air entrapment, which could shorten pot life.
4. Do not add more liquid than recommended, or the system will not perform as desired.
5. Do not mix more material than can be applied within a workable period.

PRODUCT APPLICATION

On floors

1. Read all installation instructions thoroughly before installation.
2. Place slurry bondcoat onto a saturated surface-dry (SSD) and properly prepared concrete surface.
3. Place repair mortar or topping onto the slurry bondcoat while it is still wet. For exterior applications, provide uniform slopes to drains for water management.
4. When encountering exposed reinforcing steel bars, clean bars and coat with *Mapefer™ 1K* or *Planibond 3C* (see Technical Data Sheet for details) to protect against corrosion and to improve adhesion.

Product Performance Properties

Laboratory Tests	Results
Physical state	Liquid
Color	Off-white
Density	8.51 lbs. per U.S. gal. (1,02 g per mL)
Flammability	Flame spread: 0 Fuel contribution: 0 Smoke development: 0
pH	7
Application temperature range	45°F to 95°F (7°C to 35°C)

Suggested Mixes	
Mix 1	**Mortar for Toppings 3/8" to 1" (10 mm to 2,5 cm)**
Portland cement, Type 1 (Type 10)	55 lbs. (24,9 kg)
Dry sand	163 lbs. (73,9 kg)
Planicrete AC (concentrate)	3.7 U.S. gals. (14,0 L)
Approximate yield	1.52 cu. ft. (0,043 m^3)
Flow (ASTM C230)	126%
Mix 2	**Mortar for Toppings 3/8" to 1" (10 mm to 2,5 cm)**
Portland cement, Type 3 (Type 30)	55 lbs. (24,9 kg)
Dry sand	163 lbs. (73,9 kg)
Planicrete AC (concentrate)	2.76 U.S. gals. (10,4 L)
Approximate yield	1.61 cu. ft. (0,046 m^3)
Flow (ASTM C230)	Dry pack
Mix 3	**Mortar for Toppings 1" to 4" (2,5 to 10 cm)**
Portland cement, Type 1 (Type 10)	42 lbs. (19,0 kg)
Dry sand	104 lbs. (47,2 kg)
Aggregate 3/8" (10 mm) nonreactive, washed and dry	62 lbs. (28,1 kg)
Planicrete AC (concentrate)	2.64 U.S. gals. (9,99 L)
Approximate yield	1.58 cu. ft. (0,045 m^3)
Slump (ASTM C143, CAN/CSA-A23.2-5C)	5" (12,5 cm)

Mix Performance Properties

	Mix 1	Mix 2	Mix 3
Compressive Strength	(ASTM C109, CAN/CSA-A5)	(ASTM C109, CAN/CSA-A5)	(ASTM C39, CAN/CSA-23.2-9C)
1 day	> 1200 psi (8,28 MPa)	> 5250 psi (36,2 MPa)	
7 days	> 5000 psi (34,5 MPa)	> 9000 psi (62,1 MPa)	> 3750 psi (25,9 MPa)
28 days	> 6500 psi (44,8 MPa)	> 9500 psi (65,5 MPa)	> 5250 psi (36,2 MPa)
Flexural Strength	(ASTM C348, CAN/CSA-23.2-8C)	(ASTM C348, CAN/CSA-23.2-8C)	(ASTM C348, CAN/CSA-23.2-8C)
1 day	> 375 psi (2,59 MPa)	> 1125 psi (7,76 MPa)	
7 days	> 1250 psi (8,62 MPa)	> 1700 psi (11,7 MPa)	> 800 psi (5,52 MPa)
28 days	> 1650 psi (11,4 MPa)	> 1850 psi (12,8 MPa)	> 900 psi (6,21 MPa)
Pull-Out Strength (Rupture of Concrete)	(CAN/CSA-23.2-6B)	(CAN/CSA-23.2-6B)	(CAN/CSA-23.2-6B)
3 days	> 165 psi (1,14 MPa)	> 275 psi (1,90 MPa)	> 225 psi (1,55 MPa)
7 days	> 350 psi (2,41 MPa)	> 300 psi (2,07 MPa)	> 450 psi (3,10 MPa)
28 days	> 435 psi (3 MPa)	> 325 psi (2,24 MPa)	> 500 psi (3,45 MPa)

Physical characteristics of mixes will vary based on local raw materials and mixing ratios. The above guidelines represent what can typically be anticipated with the designated mix design.

Shelf Life and Application Properties

Shelf life	2 years in original container, sealed airtight and stored in a dry, heated and covered place

Protect containers from freezing in transit and storage. Provide for heated storage on site and deliver all materials at least 24 hours before work begins.

CSI Division Classifications

Common Work Results for Concrete	03 05 00

Packaging

Product Code	Size
7013004	Jug: 1 U.S. gal. (3,79 L)
7013020	Pail: 5 U.S. gals. (18,9 L)

Planicrete® AC

On walls

1. Read all installation instructions thoroughly before installation.
2. Before the application of the mortar mix, apply a slurry bondcoat of *Planicrete AC* onto the properly prepared surface.
3. While the slurry bond coat is still wet, apply the repair mortar to the required thickness using a margin trowel. Work the mortar into the slurry bondcoat to promote a mechanical bond to the substrate. Do not spread mortar on a dry or partially dry slurry bondcoat because a dry slurry bond coat will act as a bond breaker.

CURING

1. Protect from excessive heat or draft conditions during the first 24 to 72 hours of curing. Alternatively use damp burlap, polyethylene sheeting or water-based curing compound. Excessive heat and/or wind could cause premature surface drying and result in cracking. Do not use solvent-based curing compounds.
2. Cure cement-based mixes modified with *Planicrete AC* for at least 5 to 7 days at 73°F (23°C) before total immersion (ponds, pools, planter walls, cisterns, water tanks, etc.).

CLEANUP

- Wash hands and tools promptly with water before material hardens. Cured material must be mechanically removed.

Refer to MAPEI's MSDS for specific data related to VOCs, health and safety, and handling of product.

STATEMENT OF RESPONSIBILITY

Before using, user shall determine the suitability of the product for its intended use and user alone assumes all risks and liability whatsoever in connection therewith. **ANY CLAIM SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING TO US WITHIN FIFTEEN (15) DAYS FROM DATE IT WAS, OR REASONABLY SHOULD HAVE BEEN, DISCOVERED.**

We proudly support the following industry organizations:

MAPEI®

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(1-888-876-2734)

Technical Services
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1-800-361-9309 (Canada)

Customer Service
1-800-42-MAPEI (1-800-426-2734)

For the most current BEST-BACKED™ product data and warranty information, visit www.mapei.com.

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Dymonic® 100

High-Performance, High-Movement, Single-Component, Polyurethane Sealant

Product Description

Dymonic® 100 is a high-performance, high-movement, single-component, medium-modulus, low-VOC, UV-stable, non-sag polyurethane sealant.

Basic Uses

Dymonic 100 is a durable, flexible sealant that offers excellent performance in moving joints and exhibits tenacious adhesion once fully cured. Typical applications for Dymonic 100 include expansion and control joints, precast concrete panel joints, perimeter caulking (windows, doors, and panels), aluminum, masonry and vinyl siding. Dymonic 100 is also an excellent choice as a fluid applied flashing material in rough opening perimeters for fenestration/window, door and curtain wall applications.

Features and Benefits

- Can adhere to damp or green concrete and has a skin time of 2 hr with a tack-free time of 6 to 8 hr to significantly reduce dirt attraction.
- Movement capability of +100/-50% in typical field conditions, is low VOC, paintable, jet fuel-resistant, and will not crack, craze or yellow under extreme UV exposure.
- Suitable for water immersion and will not out gas.
- Formulated with an innovative polymer technology, similar to TREMproof® 250GC and Vulkem® 45SSL, Dymonic 100 is highly versatile and has a unique capability to adhere to damp or green concrete and will not out gas.
- Compatible and can be coated over with Tremco's Vulkem Deck Coatings, ExoAir® Air Barrier products and the cold, fluid-applied TREMproof® line of below-grade waterproofing products.

Availability

Dymonic 100 is immediately available from your local Tremco Sales Representative, distributor, or warehouse.

Coverage Rates

308' of joint per gallon for a 1/4" x 1/4" (6 mm x 6 mm) joint. For specific coverage rates that include joint size, and usage efficiencies, visit our website usage calculator at www.tremcosealants.com

Packaging

- 10.1-oz (300-mL) cartridges
- 20-oz (600-mL) sausages

Colors

Almond, Aluminum Stone, Anodized Aluminum, Beige, Black, Bronze, Buff, Dark Bronze, Gray, Gray Stone, Hartford Green, Ivory, Light Bronze, Limestone, Natural Clay, Off White, Precast White, Redwood Tan, Sandalwood, Stone, and White.

Shelf Life

1 year when stored at 40 to 110 °F (5 to 43 °C)

Storage

Store Dymonic 100 in original, undamaged packaging in a clean, dry, protected location with temperatures between 40 to 110 ˚F (5 to 43 ˚C).

Applicable Standards

- Dymonic 100 meets or exceeds the requirements of the following specifications:
- ASTM C920 Type S, Grade NS, Class 50, Use NT, T, M, A, O, I
- U.S. Federal Specification TT-S-00230C, Class A, Type II
- CAN/CGSB-19,13-M87
- International Code Council (ICC) Section R703.8 Flashing
- AAMA 714-15 Specification for Liquid-Applied Flashing
- NFPA 285 Listed Component

Fire Rated Systems

FF-D-1186, FW-D-1117, HW-D-1122, WW-D-1200, and BW-S-0006

Limitations

- Use with adequate ventilation.

- Always utilize the accompanying MSDS for information on Personal Protective Equipment (PPE) and Health Hazards.
- Not recommended for use in chlorinated, potable, heavy or waste water.
- Although Dymonic 100 is paintable, this does not imply adhesion to and compatibility with all paints. Consult Tremco Technical Bulletin No. S-09-05 for more information.

Substrate Preparation

Surfaces must be sound and clean. All release agents, existing waterproofing, dust, loose mortar, paints, other finishes or field applied coating must be removed. This can be accomplished with a thorough wire brushing, grinding, sandblasting, or solvent washing, depending on the contamination.

Tremco recommends that surface temperatures be 40 ˚F (5 ˚C) or above at the time the sealant is applied. If sealant must be applied in temperatures below 40 ˚F, please refer to the Tremco Technical Bulletin for Applying Sealants in Cold Conditions (No. S-08-44 rev 1) that can be found on our website at www.tremcosealants.com

Priming

Dymonic 100 typically adheres to common construction substrates without primers; anodized aluminum may require the use of primer. However, Tremco always recommends that a mock-up or field adhesion test be performed on the actual materials being used on the job to verify the need for a primer, proper cleaning and prep requirements. A description of the field adhesion test can be found in appendix X1 of ASTM C1193, Standard Guide for Use of Joint Sealants.

Where deemed necessary, use Vulkem® Primer #191 Low-VOC on porous substrates and TREMprime® Non-Porous Primer for metals or plastics.

Application

Dymonic 100 is easy to apply with conventional caulking equipment. Ensure that the backer rod is fitted properly for friction and that any necessary primers have been applied.

Fill the joint completely with a proper width-to-depth ratio, and then tool to ensure intimate contact of sealant with joint substrates.

Dry tooling is always preferred, although compatible wetting agents can be used in limited amounts to slick the spatula if needed after an initial pass.

For a cleaner finish, mask the sides of the joint with tape prior to filling.

Joint Design

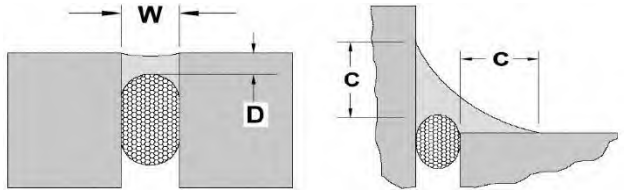
Dymonic 100 may be used in vertical or horizontal joints designed in accordance with accepted architectural/engineering practices. Joint width should be 4 times anticipated movement but not less than 1/4" (6 mm).

Joint Backing

Polyethylene backer rod is recommended as joint backing to control sealant depth and ensure intimate contact of sealant with joint substrate when tooling. Where depth of joint will prevent the use of backer rod, an adhesive backed polyethylene tape (bond breaker tape) should be used to prevent three-sided adhesion. All backing should be dry at the time of sealant application.

Sealant Dimensions

W = Sealant width, D = Sealant depth, C = Contact area.



Expansion Joints- The minimum width and depth of any sealant application should be 1/4" x 1/4" (6 mm x 6 mm). The depth (D) of sealant may be equal to width (W) of joints less than 1/2" wide. For joints from 1/2" to 1" (13 mm to 25 mm) wide, the sealant depth should be approximately one-half of the joint width. The maximum depth (D) of any sealant application should be 1/2" (13 mm). For Joints that are wider than 1" (25 mm) contact Tremco Technical Services or your local Tremco Sales Representative.

Window Perimeter- For fillet beads, or angle beads around windows and doors, the sealant should exhibit a minimum surface contact area [C] of 1/4" (6 mm) onto each substrate, with provisions for release at the heel of the angle using backer rod or bond breaker tape.

Cure Time

Dymonic 100 generally cures at a rate of 3/32" per day at 75 °F (24 °C) and 50% RH. It will skin in 2 hr and be tack free in 6 to 8 hr. The cure time will increase as temperatures and/or humidity decrease. A typical rule of thumb is one additional day for every 10 °F decrease in temperature.

Clean Up

Excess sealant and smears adjacent to the joint interface can be carefully removed with xylene or mineral spirits before the sealant cures. Any utensils used for tooling can also be cleaned with xylene or mineral spirits.

Warranty

Tremco warrants its Products to be free of defects in materials, but makes no warranty as to appearance or color. Since methods of application and on-site conditions are beyond our control and can affect performance, Tremco makes no other warranty, expressed or implied including warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE with respect to Tremco Products. Tremco's sole obligation shall be, at its option, to replace or refund the purchase price of the quantity of Tremco Products proven to be defective, and Tremco shall not be liable for any loss or damage.

Please refer to our website at www.tremcosealants.com for the most up-to-date Product Data Sheets.

NOTE: All Tremco Safety Data Sheets (SDS) are in alignment with the Globally Harmonized System of Classification and Labelling of Chemicals (GHS) requirements.

TYPICAL PHYSICAL PROPERTIES

PROPERTY	TEST METHOD	TYPICAL VALUES
Type		Single component polyurethane sealant
Color		21 Standard Colors
Solids		98%
Specific Gravity		1.3302
Application		gun-grade sealant, applied with typical caulking equipment
Rheological Properties	ASTM C639	non-sag (NS), 0" of sag in channel
Hardness Properties	ASTM C661	40 +/-5
Weight Loss	ASTM C1246	Pass
Skin Time	ASTM C679	2 to 3 hr
Tack Free Time	73.4°F (23°C) 50% RH	6 to 8 hr
Stain and Color Change	ASTM C510	Pass
Adhesion to Concrete	ASTM C794	35 pli
Adhesion to Concrete After Immersion	ASTM C794	30 pli
Adhesion to Green Concrete	ASTM C794	>25 pli
Adhesion to Damp Concrete	ASTM C794	>20 pli
Effects of Accelerated Aging	ASTM C793	Pass
Movement Capability	ASTM C719	+/-50%
Movement Capability	ASTM C719* Modified	+100/-50%
Tensile Strength	ASTM D412	350 to 450 psi
% Elongation	ASTM D412	800 to 900%
Modulus at 100%	ASTM D412	75 to 85 psi
Tear Strength	ASTM D412	65 to 75 psi
Service Temperature		-40 to 180 °F (-40 to 82 °C)
Application Temperature		40 to 100 °F (4 to 37 °C) *
Smoke Development	ASTM E84	5
Fire Spread	ASTM E84	5
Fire Resistance of Assembly	NFPA 285	PASS
Crack Bridging	ASTM C1305	PASS
Nail Sealability	ASTM D1970 Section 7.9	PASS

*For temperatures below 40 °F, please refer to the Technical Bulletin, Cold Temperature Sealant Application Recommendations.

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Aslan 100 Glass Fiber Reinforced Polymer (GFRP) Rebar
Product Data Sheet

Physical / Mechanical Properties – Tensile, Modulus & Strain

Nominal Diameter			Nominal Area		f^*_{fu} - Guaranteed Tensile Strength		Ultimate Tensile Load		E_f - Tensile Modulus of Elasticity		Ultimate Strain
Size	mm	in	mm^2	in^2	MPa	ksi	kN	kips	GPa	psi 10^6	%
2	6	¼	31.67	0.049	896	130	28.34	6.37	46	6.7	1.94%
3	10	⅜	71.26	0.110	827	120	58.72	13.20	46	6.7	1.79%
4	13	½	126.7	0.196	758	110	95.90	21.56	46	6.7	1.64%
5	16	⅝	197.9	0.307	724	105	143.41	32.24	46	6.7	1.57%
6	19	¾	285.0	0.442	690	100	196.60	44.20	46	6.7	1.49%
7	22	⅞	387.9	0.601	655	95	254.00	57.10	46	6.7	1.42%
8	25	1	506.7	0.785	620	90	314.27	70.65	46	6.7	1.34%
9	29	1-⅛	641.3	0.994	586	85	375.83	84.49	46	6.7	1.27%
10	32	1-¼	791.7	1.227	551	80	436.60	98.16	46	6.7	1.19%
11*	35	1-⅜	958.1	1.485	*482*	*70*	*462.40*	*104**	46	6.7	1.04%
12*	38	1-½	1160	1.800	*448*	*65*	*520.40*	*117**	46	6.7	0.97%
13*	41	1-⅝	1338	2.074	*413*	*60*	*553.50*	*124**	46	6.7	0.90%

* Tensile properties of #11, #12 & #13 bar are NOT guaranteed due to the inability to achieve a valid bar break per ASTM D7205.

Hughes Brothers reserves the right to make improvements in the product and/or process which may result in benefits or changes to some physical-mechanical characteristics. The data contained herein is considered representative of current production and is believed to be reliable and to represent the best available characterization of the product as of July 2011. Tensile tests per ASTM D7205.

Design Tensile & Modulus Properties **.....** per ASTM D7205-06. The area used in calculating the tensile strength is the nominal cross sectional area. The "Guaranteed Tensile Strength", f^*_{fu} is as defined by ACI 440.1R as the mean tensile strength of a given production lot, minus three times the standard deviation or $\mathbf{f^*_{fu} = f_{u,ave} - 3\sigma}$. The "Design or Guaranteed Modulus of Elasticity is as defined by ACI 440.1R as the mean modulus of a production lot or $\mathbf{E_f = E_{f,ave}}$.

Material Certs & Traceability **.....** Available for any production lot of Aslan 100 bar, traceable by bar marks imprinted on the bar in intervals showing the bar diameter, stock order and production date.

Cross Sectional Area Tolerance ..... – 0% / + 20%

Design properties are determined using "Nominal" diameters and equivalent calculated cross sectional areas. Surface undulations and sand coatings that facilitate bond are accommodated for in ASTM D7205, section 11.2.5, with a tolerance of minus zero, plus 20% as determined by the Archimedes method of volume displacement in a fluid.

Bond Depended Coefficient .... $\mathbf{k_b = 0.9}$

per ASTM draft test method. As used in ACI equation 8-9.

Glass Fiber Content .... > *70% by weight* per ASTM D2584

Transverse Shear Strength .... > *22,000 psi (150MPa)*

per ASTM D7617 & ACI 440.3R method B.4

Void Content .... *No Continuous Voids* after 15 minutes of capillary action, per ASTM D5117

Moisture Absorption .... *24 hour absorption at 122°F (50°C)*

≤ *0.25%,* per ASTM D570

Density

Diameter			Unit Weight / length	
Size	mm	in	kg / m	lbs / ft
2	6	¼	0.0774	0.052
3	10	⅜	0.159	0.107
4	13	½	0.2813	0.189
5	16	⅝	0.4271	0.287
6	19	¾	0.6072	0.408
7	22	⅞	0.8096	0.544
8	25	1	1.0462	0.730
9	29	1-⅛	1.4137	0.950
10	32	1-¼	1.7114	1.15
11	35	1-⅜	1.9346	1.30
12	38	1-½	2.4554	1.65
13	41	1-⅝	2.8721	1.93

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Bent Bars & Stirrups

- Must be made at the factory, field bending not permitted.
- Industry standard bent shapes are available, standard shape codes are used.

Some limitations include:

- Max leg length of a stirrup is 60" (152cm)
- Redirection of bends, such as Z-shapes or gull-wings types are not very economical. Bent shapes should continue in the same circular direction.
- Closed square shapes are best furnished as pairs of U-bars or continuous spirals.
- A 90-degree bend with $12d_b$, bar diameter, pigtail used to shorten development length is equally as effective as a J-shape as per ACI 440.1R.
- The radius on all bends is fixed as per the table shown. Some U-shaped stirrups fall in between the range of these two bend radiuses and are not possible.

We advise that you work closely with the factory to implement the most economical detailing of bent bars and stirrups.

Bend Radius

Diameter			Inside Bend Radius	
Size	mm	in	mm	in
2	6	¼	38	1.5
3	10	⅜	54	2.125
4	13	½	54	2.125
5	16	⅝	57	2.25
6	19	¾	57	2.25
7	22	⅞	76	3.0
8	25	1	76	3.0

Field Forming of Large Radius Curves

Permitted when the radius is larger than in the following table. The table gives the minimum allowable radius for induced bending stresses without any consideration for additional sustained structural loads.

Diameter			Interior Use C_e = 0.8 Min Radius		Exterior Use C_e = 0.7 Min Radius	
Size	mm	in	cm	in	cm	in
2	6	¼	107	42	122	48
3	10	⅜	170	67	196	77
4	13	½	246	97	282	111
5	16	⅝	323	127	368	145
6	19	¾	404	159	462	182
7	22	⅞	495	195	566	223
8	25	1	597	235	678	267
9	29	1-⅛	711	280	813	320
10	32	1-¼	871	343	996	392
11	35	1-⅜	1052	414	1204	474
12	38	1-½	1237	487	1412	556
13	41	1-⅝	1448	570	1656	652

Strength of the Bent Portion of the Bar

…. *> 50% strength of the straight length of the bar ,* per ACI 440.3R method B.5

Characteristic Properties - Characteristic Properties are those that are inherent to the FRP bar and not necessarily measured or quantified from production lot to production lot.

Durability – Alkali Resistance ~ without load

…. *> 80% strength retention, when exposed to 12.8pH solution for 90 days at 140°F (60°C)*

Tensile Strength at Cold Temperature …. *< 5% strength reduction from ambient at -40°F (-40°C)*, per ASTM D7205.

Transition Temperature of Resin - *T_g …. > 230°F (110°C)* per DSC method

Handling and Placement

- Follow guidelines in ACI440.5-08 "Specification for Construction with FRP Bars".
- In general, field handling and placement is the same as for epoxy or galvanized steel bars.
- Do NOT shear FRP bars. When field cutting of FRP bars is necessary, use a fine blade saw, grinder, carborundum or diamond blade.
- Sealing the ends of FRP bars is not necessary.
- Support chairs are required at two-thirds the spacing of steel rebar.
- Plastic coated tie wire is the preferred option for most projects. When completely non-ferrous reinforcing, i.e., no steel is required in the concrete, nylon zip ties (available from local building materials centers) or plastic bar clips are recommended. (Don't forget to use non-metallic form ties in formwork.)
- It is possible, especially in precast applications, for GFRP bars to "float" during vibrating. Care should be exercised to adequately secure GFRP in the formwork.

Aslan FRP

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SikaFiber® FN

Nylon Fiber

Concrete

Description

SikaFiber® FN is a pre-packaged monofilament nylon micro-fiber for use as secondary reinforcement in concrete. Manufactured from 100% virgin nylon (polyamides), SikaFiber® FN is designed to control plastic shrinkage and settlement cracking as secondary concrete reinforcement, SikaFiber® FN meets the requirements of ASTM C-1116, Type III fiber.

Applications

SikaFiber® FN monofilament nylon micro-fibers are added to ready-mix concrete to modify the behavior of high tensile stress areas of concrete. Concrete modified with SikaFiber® FN has improved tensile and flexural strengths.

Cross sections of concrete with SikaFiber® FN reveal efficiently located secondary reinforcement. High fiber count per pound assures 3D random fiber orientation as well as improved ductility and toughness. Recommended uses include slabs on grade, architectural concrete and precast concrete.

Benefits

- High fiber count
- Excellent tensile strength
- Complete distribution
- UV stability
- User friendly packaging
- Increased density
- High elasticity

Typical Data

Material:	Monofilament 100% virgin nylon
Specific Gravity:	1.14
Length:	0.5” and 0.75”
Fiber Denier:	2-4 DPF
Melt Point:	493°F (256°C)
Water Absorption:	4-5%
Alkali Resistance:	Excellent

RESULTS MAY DIFFER BASED UPON STATISTICAL VARIATIONS DEPENDING UPON MIXING METHODS AND EQUIPMENT, TEMPERATURE, APPLICATION METHODS, TEST METHODS, ACTUAL SITE CONDITIONS AND CURING CONDITIONS.

PRIOR TO EACH USE OF ANY SIKA PRODUCT, THE USER MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON THE PRODUCT’S MOST CURRENT PRODUCT DATA SHEET, PRODUCT LABEL AND SAFETY DATA SHEET WHICH ARE AVAILABLE ONLINE AT HTTP://USA.SIKA.COM/ OR BY CALLING SIKA'S TECHNICAL SERVICE DEPARTMENT AT 800-933-7452. NOTHING CONTAINED IN ANY SIKA MATERIALS RELIEVES THE USER OF THE OBLIGATION TO READ AND FOLLOW THE WARNINGS AND INSTRUCTION FOR EACH SIKA PRODUCT AS SET FORTH IN THE CURRENT PRODUCT DATA SHEET, PRODUCT LABEL AND SAFETY DATA SHEET PRIOR TO PRODUCT USE.

How to Use

Dosage	Typical dosage for SikaFiber® FN is 1.0 lb. per cubic yard of concrete or as required by specific mix design.
Mixing	SikaFiber® FN fibers can be added to the mixture at any time prior to placement of concrete. It is recommended to add any fiber material at the ready-mix concrete plant during batching. Fibers must be mixed with concrete for a minimum of five minutes at maximum mixing speed to ensure complete dispersion and uniformity.
Application	Refer to ACI 544.3R for detailed mixing and placing instructions. Make sure the bleed water is gone and concrete is sufficiently set before trowelling. Since concrete with fibers appears stiffer, finishers must exercise care to avoid trowelling concrete too soon. Proper finishing procedures will reduce exposed fibers on finished concrete surfaces. SikaFiber® FN increases the cohesiveness of concrete, which produces greater workability at the same slump. As a result of the increased cohesiveness, the concrete may appear stiffer than it is actually. If additional workability is required, a Sika water-reducer or superplasticizer is recommended instead of extra mixing water. SikaFiber® FN concrete should be cured using the same methods as for conventional concrete. SikaFiber® FN disperses quickly and uniformly throughout the concrete. SikaFiber® FN is NOT a substitute for any structural or negative movement reinforcement.
Packaging	SikaFiber® FN is available in 0.5” and 0.75” lengths in various pack sizes in degradable bags.
Storage and Shelf Life	SikaFiber® FN should be stored in dry warehouse. Protect product from the rain. If stored in dry conditions without direct sunlight, shelf life is 5 years.

KEEP CONTAINER TIGHTLY CLOSED • KEEP OUT OF REACH OF CHILDREN • NOT FOR INTERNAL CONSUMPTION • FOR INDUSTRIAL USE ONLY • FOR PROFESSIONAL USE ONLY

All information provided by Sika Corporation (“Sika”) concerning Sika products, including but not limited to, any recommendations and advice relating to the application and use of Sika products, is given in good faith based on Sika’s current experience and knowledge of its products when properly stored, handled and applied under normal conditions in accordance with Sika’s instructions. In practice, the differences in materials, substrates, storage and handling conditions, actual site conditions and other factors outside of Sika’s control are such that Sika assumes no liability for the provision of such information, advice, recommendations or instructions related to its products, nor shall any legal relationship be created by or arise from the provision of such information, advice, recommendations or instructions related to its products. The user of the Sika product(s) must test the product(s) for suitability for the intended application and purpose before proceeding with the full application of the product(s). Sika reserves the right to change the properties of its products without notice. All sales of Sika product(s) are subject to its current terms and conditions of sale which are available at http://usa.sika.com/ or by calling 800-933-7452.

Sika warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within shelf life. User determines suitability of product for intended use and assumes all risks. Buyer’s sole remedy shall be limited to the purchase price or replacement of product exclusive of labor or cost of labor.

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Alberta: Edmonton, AB, Phone: (780) 486-6111

Quality Certification Numbers: Lyndhurst: FM 69711 (ISO 9000), FM 70421 (QS 9000), Marion: FM 69715, Kansas City: FM 69107, Santa Fe Springs: FM 69408

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Construction

Sikadur® 35, Hi-Mod LV

High-modulus, low-viscosity, high-strength epoxy grouting/sealing/binder adhesive

Description	Sikadur® 35, Hi-Mod LV is a 2-component, 100% solids, moisture-tolerant, low-viscosity, high-strength, multi-purpose, epoxy resin adhesive. It conforms to the current ASTM C-881, Types I, II, and IV, Grade-1, Class C* and AASHTO M-235 specifications. * Except for gel time
Where to Use	■ Pressure-injection of cracks in structural concrete, masonry, wood, etc. ■ Gravity-feed of cracks in horizontal concrete and masonry. ■ Epoxy resin binder for epoxy mortar patching and overlay of interior, horizontal surfaces. ■ Seal interior slabs and exterior above-grade slabs from water, chlorides, and mild chemical attack; also improves wearability.
Advantages	■ Super low viscosity. ■ Convenient easy mix ratio A:B = 2:1 by volume. ■ Unique, high-strength, structural adhesive for “can’t dry” surfaces. ■ Deep penetrating and tenacious bonding of cracks in structural concrete. ■ High-early-strength developing adhesive. ■ Excellent chemical resistance for flooring systems.
Coverage	1 gal. yields 231 cu. in. of adhesive and grout. 1 gal. of adhesive, when mixed with 5 gal. by loose volume of oven-dried aggregate, yields approximately 808.5 cu. in. of epoxy mortar.
Packaging	3 gal. units; 1 gal. units; 12 fl.-oz. units, 12/case.

Typical Data *(Material and curing conditions @ 73°F (23°C) and 50% R.H.)*

RESULTS MAY DIFFER BASED UPON STATISTICAL VARIATIONS DEPENDING UPON MIX DESIGNS, MIXING METHODS AND EQUIPMENT, TEMPERATURE, APPLICATIONS METHODS, TEST METHODS, ACTUAL SITE CONDITIONS AND CURING CONDITIONS

Shelf Life	2 years in original, unopened containers.		
Product Storage	Store dry at 40°-95°F (4°-35°C).		
Product Conditioning	Condition material to 65°-75°F (18°-24°C) before using.		
Color	Clear, amber.		
Mixing Ratio	Component A : Component B=2:1 by volume.		
Viscosity (Mixed)	Approximately 375 cps.		
Pot Life	Approximately 25 minutes. (60 gram mass)		
Tack Free Time	**40°F (4°C)**	**73°F (23°C)**	**90°F (32°C)**
(3-5 mils) Neat	14-16 hrs.	3-3.5 hrs.	1.5-2 hrs.

Tensile Properties (ASTM D-638)		**Neat**		**Mortar**
7 day	Tensile Strength	8,900 psi (61.4 MPa)	**14 day**	840 psi (5.8 MPa)
	Elongation at Break	5.4%		0.3%
14 day	Modulus of Elasticity	4.1 X 10^5 psi (2,800 MPa)		7.6 X 10^5 psi (5,200 MPa)

Flexural Properties (ASTM D-790)			
14 day	Flexural Strength (Modulus of Rupture)	14,000 psi (96.6 MPa)	2,200 psi (15.2 MPa)
	Tangent Modulus of Elasticity in Bending	3.7 x 10^5 psi (2,600 MPa)	9.5 X 10^5 psi (6,500 MPa)

Shear Strength (ASTM D-732)			
14 day	Shear Strength	5,100 psi (35.2 MPa)	2,300 psi (15.9 MPa)

Heat Deflection Temperature (ASTM D-648)		
7 day	[fiber stress loading = 264 psi (1.8 MPa)] 124°F (51°C)	129°F (54°C)

Bond Strength (ASTM C-882): Hardened concrete to hardened concrete

2 day	**(moist cure)**	Bond Strength	4,000 psi (27.6 MPa)
14 day	**(moist cure)**	Bond Strength	2,900 psi (20.0 MPa)
2 day	**(dry cure)**	Bond Strength	2,800 psi (19.3 MPa)

Water Absorption (ASTM D-570) **7 day** (24 hour immersion)0.27 %

Compressive Properties (ASTM D-695)

Compressive Strength, psi (MPa)	**Neat**			**Mortar (1:5)**		
	40°F (4°C)	73°F (23°C)	90°F (32°C)	40°F(4°C)	73°F (23°C)	90°F (32°C)
4 hour	-	-	-	-	-	800 (5.5)
8 hour	-	180 (1.2)	3,200 (22.1)	-	-	4,100 (28.3)

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16 hour	-	4,500 (31.1)	6,300 (43.5)	-	400 (2.8)	5,700 (39.3)
1 day	-	6,000 (41.4)	9,100 (62.8)	120 (0.8)	5,000 (34.5)	6,900 (47.6)
3 day	4,000 (27.6)	10,700 (73.8)	10,500 (72.5)	6,200 (42.8)	6,800 (46.9)	7,000 (48.3)
7 day	6,800 (46.9)	11,000 (75.9)	10,500 (72.5)	6,300 (43.5)	7,900 (54.5)	8,800 (60.7)
14 day	10,300 (71.1)	12,000 (82.8)	10,500 (72.5)	6,800 (46.9)	8,500 (58.7)	8,800 (60.7)
28 day	12,400 (85.6)	13,000 (89.7)	10,500 (72.5)	7,000 (48.3)	8,600 (59.3)	8,800 (60.7)

Compressive Modulus **Neat** **Mortar**
7 day 3.2 X 10^5 psi (2,200 MPa) **28 day** 8.1 X 10^5 psi (5,600 MPa)

How to Use

Surface Preparation

Surface must be clean and sound. It may be dry or damp, but free of standing water. Remove dust, laitance, grease, curing compounds, impregnations, waxes, foreign particles and disintegrated materials.

Concrete - Blast clean, shot blast or use other approved mechanical means to provide an open roughened texture.

Steel - Should be cleaned and prepared thoroughly by blast cleaning.

Mixing

Proportion 1 part Component 'B' to 2 parts Component 'A' by volume into a clean pail. Mix thoroughly for 3 minutes with Sika Paddle on low-speed (400- 600 rpm) drill until uniformly blended. Mix only that quantity that can be used within its pot life.

To prepare an epoxy mortar, slowly add 4-5 parts by loose volume of an oven-dried aggregate to 1 part of the mixed Sikadur® 35, Hi-Mod LV and mix until uniform in consistency.

Application

To gravity feed cracks - Blow vee-notched crack clean with oil-free compressed air. Pour neat Sikadur® 35, Hi-Mod LV into vee-notched crack. Continue placement until completely filled. Seal underside of slab prior to filling if cracks reflect through.

To pressure-inject cracks - Use automated injection equipment or manual method. Set appropriate injection ports based on system used. Seal ports and crack with Sikadur® 31, Hi-Mod Gel or Sikadur® 33. When the epoxy adhesive seal has cured, inject Sikadur® 35, Hi-Mod LV with steady pressure. Consult Technical Service for additional information.

To seal slabs - Spread neat Sikadur® 35, Hi-Mod LV over slab. Allow penetration. Remove excess to prevent surface film. Seal interior slabs and above-grade exterior slabs only.

For an epoxy mortar - Prime prepared surface with neat Sikadur® 35, Hi-Mod LV. Place prepared epoxy mortar before primer becomes tack-free. Place the epoxy mortar using trowels. Compact and level with vibrating screed or trowels. Finish with finishing trowel. Sikadur® 35, Hi-Mod LV mortar is for interior use only.

Limitations

- Minimum substrate and ambient temperature 40°F (4°C).
- Do not thin with solvents. Consult Technical Service at 800-933-7452.
- Use oven-dried aggregate only.
- Maximum epoxy mortar thickness is 1.5 in. (38 mm) per lift.
- Epoxy mortar is for interior use only.
- Do not seal exterior slabs on grade.
- Minimum age of concrete must be 21-28 days, depending on curing and drying conditions, for mortar and to seal slabs.
- Porous substrates must be tested for moisture-vapor transmission prior to application.
- Not for injection of cracks under hydrostatic pressure at the time of application.
- Do not inject cracks greater than 1/4 in. (6 mm) Consult Technical Service.
- Not an aesthetic product. Color may alter due to variations in lighting and/or UV exposure.

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SIKA warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within shelf life. User determines suitability of product for intended use and assumes all risks. Buyer's sole remedy shall be limited to the purchase price or replacement of product exclusive of labor or cost of labor. NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS. SALE OF SIKA PRODUCTS ARE SUBJECT SIKA'S TERMS AND CONDITIONS OF SALE AVAILABLE AT HTTP://USA.SIKA.COM/ OR BY CALLING 201-933-8800.

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Construction

Sikadur® 55 SLV

Super low-viscosity, moisture-tolerant epoxy resin, crack healer/penetrating sealer

Description	Sikadur® 55 SLV is a 2-component, 100% solids, moisture-tolerant, epoxy crack healer / penetrating sealer, having a fast tack-free time to minimize downtime. It is a super low-viscosity, high-strength adhesive formulated specifically for sealing both dry and damp, existing, non-dynamic cracks. It conforms to the current ASTM C-881, Types I and II, Grade-1, Class-C* and AASHTO M-235 specifications. * except for gel time
Where to Use	■ Sikadur® 55 SLV seals cracked concrete. ■ For interior slabs and exterior above-grade slabs. ■ For elevated horizontal decks, parking garages and other structures exposed to foot and pneumatic tire traffic.
Advantages	■ Super low viscosity/low surface tension for excellent penetration into existing cracks. ■ Seals existing cracks by gravity down to 2 mils (0.002" / 0.05 mm) in width. ■ Prolongs life of cracked concrete. ■ Penetrates and seals surface from water absorption, chloride-ion intrusion, and chemical attack (patent pending technology). ■ Improves concrete surface by reducing water and chloride intrusion. ■ Can be open to traffic in 6 hours at 73°F (23°C). ■ High bond strength, even in damp cracks. ■ **U.S. Patent No. (pending)** for ultra low viscosity healer/sealer to strengthen cracked concrete.
Coverage	1 gal. (3.8 liters) yields 231 cu. in. (3,785 cm^3) Typical coverage is 150-175 ft^2/gal. (3.7-4.3 m^2/L) for surface sealing. Coverage varies with porosity and surface profile of substrate. Higher porosity concrete will reduce coverage. For crack healing, follow Application instructions and allow to pond over cracks.
Packaging	3 gal. (11.35 l) unit = 'A' = 2 gal. (7.6 l) + 'B' = 1 gal. (3.8 l)

Typical Data *[Material and curing conditions @ 73°F (23°C) and 50% R.H.]*

RESULTS MAY DIFFER BASED UPON STATISTICAL VARIATIONS DEPENDING UPON MIXING METHODS AND EQUIPMENT, TEMPERATURE, APPLICATION METHODS, TEST METHODS, ACTUAL SITE CONDITIONS AND CURING CONDITIONS.

Shelf Life	2 years in original, unopened containers			
Storage Conditions	Store dry at 40°-95°F (4°-35°C). Condition material to 65°-75°F (18°-24°C) before using.			
Color	Clear, amber			
Mixing Ratio	Component 'A' : Component 'B' = 2:1 by volume			
Viscosity (Mixed)	Approximately 105 cps			
Pot Life	Approximately 20 minutes			
Tack-Free Time	**40°F (4°C)***	**60°F (15°C)***	**73°F (23°C)***	**90°F (32°C)***
	> 11 hrs.	11 hrs.	6 hrs.	2.5 hrs.

Tensile Properties (ASTM D-638) 73°F (23°C)

7 day	Tensile Strength	7,100 psi (48.9 MPa)
	Elongation at break	10%

Bond Strength (ASTM C-882)

Hardened Concrete to Hardened Concrete	**2 day (moist cure)**	2,500 psi (17.2 MPa)
	14 day (moist cure)	2,500 psi (17.2 MPa)
Hardened Concrete to Steel	**2 day (moist cure)**	1,500 psi (10.3 MPa)
	14 day (moist cure)	1,600 psi (11.0 MPa)

Flexural Properties (ASTM D-790)

7 day	Flexural Strength	8,500 psi (58.6 MPa)
	Tangent Modulus of Elasticity	3.2 x 10^5 psi (2,206 MPa)

Shear Strength (ASTM D-732) 7 day 5,800 psi (40.0 MPa)

Heat Deflection Temperature (ASTM D-648) 7 day

[fiber stress loading = 264 psi (1.8 MPa) 110°F (43°C)

Water Absorption (ASTM D-570) 7 day (24 hour immersion) 0.60%

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Construction

Compressive Properties (ASTM D-695)

Compressive Strength, psi (MPa)

	40°F (4°C)*	60°F (15°C)*	73°F (23°C)*	90°F (32°C)*
1 day	-	320 (2.2)	1,100 (7.6)	4,800 (33.1)
3 day	2,000 (13.8)	6,500 (44.8)	8,300 (57.2)	8,000 (55.2)
7 day	7,800 (53.8)	10,400 (71.7)	10,900 (75.1)	8,300 (57.2)
14 day	9,600 (66.2)	11,000 (75.8)	11,800 (81.4)	10,000 (68.9)
28 day	11,700 (80.7)	12,000 (82.7)	12,000 (82.7)	10,000 (68.9)

Compressive Modulus **7 day** 3.0 x 10^5 psi (2,068 MPa)

How to Use

Surface Preparation

Substrate must be clean, sound and free of surface moisture. Remove dust, laitance, grease, oils, curing compounds, waxes, impregnations, foreign particles, coatings and disintegrated materials by mechanical means (i.e. shot blasting, sandblasting, etc.). For best results, substrate should be dry. Surfaces prepared by Low Pressure Water Cleaning or High Pressure Water Jetting methods should be allowed to dry for 24 hrs. minimum [at 73°F (23°C)].

Mixing

Mix 1 part Component 'B' to 2 parts Component 'A' by volume into a clean pail. Mix thoroughly for 3 minutes with Sika paddle or jiffy mixer on a low-speed (400-600 rpm) drill until uniformly blended. Mix only that quantity which can be used within its pot life.

Application

To gravity feed cracks: Sikadur® 55 SLV is applied to horizontal surfaces by flat squeegee or broom. Spread material over area and allow to pond over cracks. Let material penetrate into cracks and substrate. Remove excess epoxy with roller leaving no visible surface film. For cracks greater than 1/8 in. (3 mm) wide, fill crack with oven-dried sand before applying Sikadur® 55 SLV. Seal cracks from underside, when accessible, to prevent leakage.

A second treatment may be required on very porous substrates. Apply second treatment before broadcasting After treatment, wait a minimum of 20-30 minutes at 73°F (23°C) before broadcasting sand. Cover with broadcast of an oven-dried 20/40 silica sand or similar sand. Distribute evenly over the surface to excess at a rate of 30-40 lbs./100 sq. ft.. Allow to cure 6 hours minimum at 73°F (23°C). Remove any loose sand and open to traffic once epoxy has cured. Consult Sika Technical Service at 1-800-933-SIKA for additional information.

To pressure inject cracks: Use automated injection equipment. Set appropriate injection ports. Seal ports and cracks with Sikadur® 31, Hi-Mod Gel, Sikadur® Injection Gel or Sikadur® AnchorFix 2/Sikadur® AnchorFix 500. When the epoxy adhesive has cured, inject Sikadur® 55 SLV with steady pressure. Consult Technical Service at 1-800-933- SIKA for additional information. Mock ups to ascertain penetration on job site conditions is strongly recommended. Actual penetration should be verified by core testing.

Limitations

- Do not thin. Addition of solvents will prevent proper cure.
- Material is a vapor barrier after cure.
- Do not apply if rain is imminent. Water exposure or humidity will affect surface appearance and may cause surface whitening.
- Not an aesthetic product. Color may alter due to variations in lighting and/or UV exposure.
- Sealed concrete surface may appear blotchy due to differential absorption.
- Allow sufficient time for the substrate to dry after rain or other inclement conditions.
- Application temperature of substrate must be minimum 5°F (3°C) above the dew point.
- Minimum ambient and substrate temperature 40°F (4°C). Maximum application temperature 95°F (35°C).
- Do not inject cracks greater than 1/4 in. (6 mm) Consult Technical Service at 1-800-933-SIKA.
- Minimum age of concrete is 21-28 days, depending on curing and drying conditions.
- Not designed to seal or inject cracks under hydrostatic pressure during application.
- Penetration results will vary. Factors that may impede penetration include, but are not limited to, temperature (ambient and material), geometry of crack, concrete porosity, and dirt inside cracks.
- Product is not appropriate for use in dynamic cracks.

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BUILDING TRUST

PRODUCT DATA SHEET

Sika® Armatec® 110 EpoCem

BONDING PRIMER AND REINFORCEMENT CORROSION PROTECTION

PRODUCT DESCRIPTION

Sika® Armatec® 110 EpoCem is a cementitious epoxy resin compensated 3-component, solvent-free, coating material with corrosion inhibitor, used as bonding primer and reinforcement corrosion protection.

USES

- Suitable in concrete repair as corrosion protection for reinforcement
- Suitable as a bonding primer on mortar, steel, and on placing fresh, plastic concrete to existing hardened concrete
- Protection to reinforcing steel in areas of thin concrete cover

CHARACTERISTICS / ADVANTAGES

- Contains EpoCem® technology - improved bonding agent
- Extended open times for repair mortars
- Excellent adhesion to concrete and steel
- Contains corrosion inhibitor
- Good resistance to water and chloride penetration
- High shear strength
- Long pot life
- Can be brushed on or applied using spray gun
- Can be used exterior on-grade
- Excellent bonding bridge for cement or epoxy based repair mortars
- High strength, unaffected by moisture when cured
- Non-flammable, solvent free

PRODUCT INFORMATION

Chemical Base

Portland cement, epoxy resin, selected aggregates and additives.

Packaging

Unit	A	B	C	ABC
3.5 gal (13.2 L)	47.6 fl. oz. (1,407 ml)	122.1 fl. oz. (3,611 ml)	46.82 lb (21.3 kg)	A + B in carton, C in bag
1.65 gal (6.2 L)	22.7 fl. oz. (672 ml)	57.6 fl. oz. (1,704 ml)	4 bags, 5.5 lb (2.5 kg)	Factory-proportioned units in a pail

Appearance / Color

Component A	White liquid
Component B	Colourless liquid
Component C	Gray powder

Shelf Life

12 months from date of production if stored properly in original, unopened and undamaged sealed packaging

Storage Conditions	Store dry at 40–95 °F (4–35 °C). If components A and B are frozen, discard. Protect component C from humidity.

TECHNICAL INFORMATION

Compressive Strength	3 days	4,500 psi (31.0 MPa)	(ASTM C-109) 73 °F (23 °C) 50 % R.H.
	7 days	6,500 psi (44.8 MPa)	
	28 days	8,500 psi (58.6 MPa)	
Flexural Strength	28 days	1,250 psi (8.6 MPa)	(ASTM C-348) 73 °F (23 °C) 50 % R.H.
Splitting Tensile Strength	28 days	600 psi (4.1 MPa)	(ASTM C-496) 73 °F (23 °C) 50 % R.H.
Tensile Adhesion Strength	**Bond of steel reinforcement on concrete**		
	Sika® Armatec® 110 Epo-Cem coated	625 psi (4.3 MPa)	(ASTM C-1583)
	Epoxy coated	508 psi (3.5 MPa)	
	Plain reinforcement	573 psi (4.0 MPa)	
Slant Shear Strength	**Bonding agent properties** (14 d. moist cure, plastic to hardened concretre)		
	Wet on wet	2,800 psi (19.3 MPa)	(ASTM C-882)
	24 hr. open time	2,600 psi (17.9 MPa)	
Permeability to Water Vapor	Control	$7.32x10^{-10}$ ft/sec	
	145 psi (10 bar)	$8.92x10^{-15}$ ft/sec	
Diffusion Resistance to Water Vapor	μH_2O ~100		
Permeability to CO2	μCO_2 ~14,000		
Corrosion Test	Time-to-Corrosion Study ▪ Sika® Armatec® 110 EpoCem more than tripled the time to corrosion ▪ Reduced corrosion rate by over 40%		

APPLICATION INFORMATION

Fresh Mortar Density	A+B+C ~125 lb/ft³ (~2.0 kg/l)		
Coverage	**Bonding agent**	80 ft.²/gal. (7.4 m²/l) ~ 20 mils	
	Corrosion Protection	40 ft.²/gal. (3.7 m²/l) ~ 20 mils	
	(Coverage figures do not include allowance for surface profile and porosity or material waste)		
Layer Thickness		**Min.thickness**	**Coat**
	Bonding agent	20 mils	
	Corrosion Protection	20 mils each	2
Product Temperature	65°-75°F (18°-24°C)		
Ambient Air Temperature	40–95 °F (5–35 °C)		
Substrate Temperature	40–95 °F (5–35 °C)		
Pot Life	~ 90 minutes		

CORTEC CORPORATION

Environmentally Safe VpCI®/MCI® Technologies

CorrVerter® Rust Converter Primer

DESCRIPTION

CorrVerter® is a fast drying, water-based one coat system (primer) that converts rusted surfaces to a hydrophobic passive layer and prevents further rusting thru the unique formulation of chelating agents and PVC resins. It provides long term corrosion protection by itself or by topcoating for extended performance

PACKAGING & STORAGE

CorrVerter® is available in 1 gallon (3.8liter) and 5 gallon (19 liter) pails. Keep product from freezing.

Product shelf life is 1 year.

CHARACTERISTICS/TECHNICAL DATA

Volume Solids	34.50%
Gloss (ASTM D532)	15-25
VOCs (ASTM D3960)	0.1 lbs/gal (12 g/l)
Viscosity	7,000-20,000 Centipoise
Pencil Hardness (ASTM D3363)	F
Spreading Rate	553 sq.ft/gal @ 1.0 mils DFT (13.57 sq.m/l @25 µm)
Weight per Gallon	11.59 lbs/gal (1.39 kg/l)
Flash Point	>200°F (93°C)
Recommended DFT	3.0-5.0 mils (75-125 µm)
Recommended WFT	8.7-14.5 mils (217.5-362.5 µm)
Dry to Touch	2-3 hrs
Dry to Handle	4-6 hrs
Recoat Time	Dry to touch - 72 hrs, sand thereafter
Force Dry	15-20 min @ 150°F (65°C)
Full Cure	3-7 days
Salt Spray (ASTM B117)	500 hrs
Humidity (ASTM D1748)	250 hrs
Adhesion (ASTM D3359)	5B
Flexibility (ASTM D522)	1/2" mandrel (1.27cm)

*All tests performed after a 7 day cure at ambient temperature

CorrVerter® Rust Converter Primer

APPLICATION

Surface Preparation

Substrate should be free of grease, oil, dirt, fingerprints, drawing compounds, rust inhibitors, or any other surface contamination that could affect adhesion. For production line applications, use VpCI®-440 or similar phosphatizing pre-treatment. For structural steel applications, Cortec® recommends a minimum of a NACE #3/ SSPC-SP6 commercial blast clean. Consult Cortec® and/or test system adhesion prior to full scale application. It is recommended to remove any loose rust prior to application.

When solvent based topcoats are applied over CorrVerter®, compatibility must be checked. If not topcoated, coating will turn dark under UV exposure. All Cortec® High Performance Coatings can be topcoated over CorrVerter®.

Note: Make sure dew point is more than 5°F (2°C) less than air temperature for application. Power agitate to a uniform consistency using a "squirrel cage" type mixer, hand-held drill mixer, or other equivalent method. Can be diluted upto 15% with water. CorrVerter® can be applied by spray, roll, brush, or dip.

Typical Equipment Setups

HVLP / Conventional Spray
- Tip .009"-.021" *dependent upon pressures and viscosity
- Air Pressure 45-55 psi
- Fluid Pressure 10 psi
- Fluid hose should be 3/8" (0.95 cm) I.D. with a maximum length of 50 feet (15.2 m). Pot should always have dual regulation and be kept at same elevation as spray gun.

Air Assisted Airless / Airless
- Tip .015"-.035" *dependent upon pressures and viscosity
- Pressure 1800-2500 psi
- Hose should be 3/8" (0.95 cm) I.D. minimum, but a ¼"
- (0.64 cm) I.D. whip end section may be used for ease of application. A maximum length of 100 feet (30.5 m) is suggested.

Cleanup

Clean tools/equipment immediately after use with water when paint is still wet. When dry, use Butyl Cellusolve or MEK. Follow mfg's safety recommendations when using any solvent.

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LIMITED WARRANTY

All statements, technical information and recommendations contained herein are based on tests Cortec® Corporation believes to be reliable, but the accuracy or completeness thereof is not guaranteed.

Cortec® Corporation warrants Cortec® products will be free from defects when shipped to customer. Cortec® Corporation's obligation under this warranty shall be limited to replacement of product that proves to be defective. To obtain replacement product under this warranty, the customer must notify Cortec® Corporation of the claimed defect within six months after shipment of product to customer. All freight charges for replacement products shall be paid by customer.

Cortec® Corporation shall have no liability for any injury, loss or damage arising out of the use of or the inability to use the products.
BEFORE USING, USER SHALL DETERMINE THE SUITABILITY OF THE PRODUCT FOR ITS INTENDED USE, AND USER ASSUMES ALL RISK AND LIABILITY WHATSOEVER IN CONNECTION THEREWITH. No representation or recommendation not contained herein shall have any force or effect unless in a written document signed by an officer of Cortec® Corporation.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO CASE SHALL CORTEC® CORPORATION BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

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Waiting Time / Overcoating

Sika repair mortars and non-fast setting concrete can be applied on Sika® Armatec® 110 EpoCem within a maximum time of:

Temperature	Maximum Waiting Time
80°- 95 °F (26°- 35 °C)	6 hours
65°-79 °F (18°- 26 °C)	12 hours
50°- 64° F (10°- 17° C)	16 hours
40°- 49° F (4°- 9° C)	wet-on-wet

APPLICATION INSTRUCTIONS

SUBSTRATE QUALITY / PRE-TREATMENT

Concrete:
- Free from dust, loose material, surface contamination and materials which reduce bond or prevent suction or wetting by repair materials.
- Delaminated, weak, damaged and deteriorated concrete and where necessary sound concrete shall be removed by suitable means.
- Substrate must be Saturated Surface Dry (SSD) with no standing water.

Steel reinforcement:
- Rust, scale, mortar, concrete, dust and other loose and deleterious material which reduces bond or contributes to corrosion shall be removed by blast cleaning or other means of mechanical abrasion and reinforcement.
- Should be fully exposed and have all corrosion removed.

MIXING

- Sika® Armatec® 110 EpoCem can be mixed with a low speed (< 250 rpm) electric drill mixer.
- Shake components A and B thoroughly before opening.
- Pour liquid components A and B into a suitable mixing vessel and mix for 30 seconds.
- While still mixing components A and B slowly add powder component C.
- Mix the three components together for a minimum 3 minutes unil blend is unifrom and free of lumps, minimising addition of air.
- Mix only the quantity that you can be applied whthin the pot life
- DO NOT ADD WATER

APPLICATION

As reinforcement corrosion protection:
- Apply by stiff-bristle brush or spray at 80 ft^2 /gal.
- Take special care to properly coat the underside of the totally exposed steel.
- Allow coating to dry 2-3 hours at 73°F, then apply a second coat at the same coverage.
- Allow to dry again before the repair mortar or concrete is applied.
- Pour or place repair within 7 days

As a bonding primer:
- Apply using a stiff-bristle brush or broom. To achieve good bond, Sika® Armatec® 110 EpoCem must be applied well into the substrate, filling all pores and ensure complete coverage of all surface irregularities (minimum layer thickness 1/64" (0.5 mm).
- Spray apply with Goldblatt Pattern Pistol or equal equipment.
- Apply the freshly mixed patching mortar or concrete wet on wet, or up to the maximum recommended open time, onto the bonding slurry.

CURING TREATMENT

Sika® Armatec® 110 EpoCem must be protected against contamination and rain until application of the repair mortar.

CLEANING OF TOOLS

Clean all tools and application equipment with water immediately after use. Hardened material can only be mechanically removed.

LIMITATIONS

- Avoid application in direct sun and/or strong wind and/or rain.
- Do not add water.
- Not a vapor barrier.
- Apply only to sound, prepared substrates.
- Not recommended for use with expansive grouts and SikaQuicks
- Use of semi-dry mortars onto Sika® Armatec® 110 EpoCem must be applied "wet on wet".
- When used in overhead applications with hand placed patching mortars, use "wet on wet" for maximum mortar built thickness.
- Substrate profile as specified by the overlay or repair material is still required.
- As with all cement based materials, avoid contact with aluminum to prevent adverse chemical reaction and possible product failure. Insulate potential areas of contact by coating aluminum bars, rails, posts etc. with an appropriate epoxy such as Sikadur® Hi-Mod 32.

BASIS OF PRODUCT DATA

Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

LOCAL RESTRICTIONS

Prior to each use of any Sika product, the user must always read and follow the warnings and instructions on the product's most current Product Data Sheet, product label and Safety Data Sheet which are available online at http://usa.sika.com/ or by calling Sika's Technical Service Department at 800.933.7452 nothing contained in any Sika materials relieves the user of the obligation to read and follow the warnings and instructions for each Sika product for each Sika product as set forth in the current Product Data Sheet, product label and Safety Data Sheet prior to product use.

ECOLOGY, HEALTH AND SAFETY

Keep container tightly closed. Keep out of reach of children. Not for internal consumption. For industrial use only. For professional use only. For further information and advice regarding transportation, handling, storage and disposal of chemical products, users should refer to the actual Safety Data Sheets containing physical, ecological, toxicological and other safety related data. Read the current actual Safety Data Sheet before using the product. In case of emergency, call CHEMTREC at 1-800-424-9300, International 703-527-3887.

DIRECTIVE 2004/42/CE - LIMITATION OF EMISSIONS OF VOC

A+B+C combined	50 g/l

LEGAL NOTES

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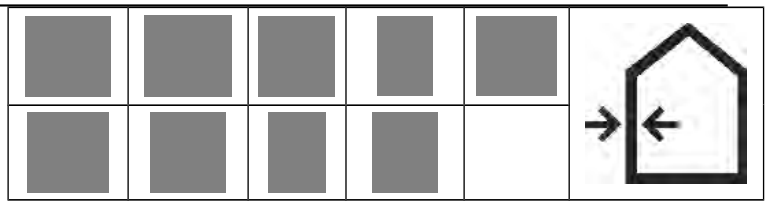
Product Bulletin

StoPowerwall® Stucco

80103 StoPowerwall® Stucco



Technical Data

StoPowerwall Stucco Blend	Mix Ratio: Water/Concentrate/Sand[1]	Mix Times (min)	Yield[2] in ft² at thickness of: 5/8"	¾"	7/8"	Compliance[3] ASTM C 926	ICC AC 11 see ICC ESR
StoPowerwall	4-6 gal / 80 lbs. / 200 lbs.	3 – 5	40-50	30-40	27-37	Yes[4]	2323
StoPowerwall	4-6 gal / 80 lbs. / 180 – 240 lbs. (2.5-3 cu. ft.)	3 – 5	42-54	35-40	30-37	Yes	2781 and 3529[6]
StoPowerwall	4 gal / 80 lbs. / 200 lbs.	5	40-50	30-40	25-35	Yes[4]	1607

1. Sand added at job site: use washed plaster sand in conformance with ASTM C 897 or C 144. Water must be clean and potable.
2. Yield will vary with application technique, surface conditions, substrate variances from required tolerance, and other variables that may exist.
3. Portland cement in mix complies with ASTM C 150.
4. Mix complies with C 926 mix ratio requirements. Installation and other aspects of C 926 such as stucco thickness must be followed for full compliance.
5. ICC Evaluation Service, Inc. Acceptance Criteria for Cementitious Exterior Wall Coatings. Refer to evaluation report for detailed information on fire resistance rated assemblies, use on noncombustible type construction, wind load resistance, and other information on use and limitations of product.
6. ICC ESR 3529 is a derivative report of ICC ESR 2781.

Features		Benefits
1	**Fiber-reinforced**	Resists cracking; high flexural strength
2	**Can be installed in thin sections**	Reduces labor costs, can reduce structural requirements compared to conventional stucco
3	**Stucco concentrate**	Facilitates mixing, reduces labor costs, enables use of local raw materials (sand) for LEED credit eligibility

Surface Preparation

Concrete and masonry surfaces:
Substrates must be absorbent, slightly scarified and free of all bond-inhibiting materials, including dirt, efflorescence, form oil and other foreign matter. Loose, weak or damaged substrates must be removed and repaired. Dampen highly absorbent substrates prior to application of stucco. Verify bond of StoPowerwall Stucco to properly prepared concrete or concrete masonry, as specified by design professional, at minimum 28 day age of stucco.

Wood or metal frame construction:
Self-furring or furred galvanized diamond mesh metal lath or welded wire or fabric lath must be in conformance with and be installed in compliance with the applicable building code.

Refer to ASTM C 926 for complete details on preparation and required condition of surfaces to receive Portland cement stucco and recommended construction practices when installing stucco.

Mixing

Use prescribed amounts of clean water and washed plaster sand meeting ASTM C897 or ASTM C144 with each 80 lb. (36 kg) bag of StoPowerwall Stucco. For best results use sand complying with ASTM C897. Add 1/2 to 2/3 of the required water, 1/2 of the sand, and one bag of StoPowerwall Stucco in a paddle type mortar mixer. Then add the rest of the sand and sufficient water to achieve a uniform mix of workable consistency. Mix for prescribed number of minutes after all materials are in the mixer. Keep mix ratio consistent from batch to batch and mix each batch separately. USE ONLY THE AMOUNT OF WATER NECESSARY FOR A WORKABLE MIX. DO NOT EXCEED MAXIMUM AMOUNT OF MIX WATER. USE OF EXCESS WATER IS DETRIMENTAL TO PERFORMANCE. Avoid re-tempering. Discard material that has taken initial set.

StoPowerwall® Stucco is a controlled blend of Portland cement, fibers, and chemical additives. StoPowerwall® Stucco, when combined with sand and water at the jobsite, performs like traditional stucco. StoPowerwall® Stucco is suitable for use in residential and commercial wall construction over properly prepared concrete and concrete masonry, or metal plaster bases.

Packaging
80 lb. bag (36 kg).

Shelf Life
12 months, if properly stored and protected from moisture.

Storage
Store off the ground in a dry area. Protect from extreme heat [90ºF (32ºC)], moisture, direct sunlight and freezing.

StoPowerwall® Stucco

Application

Conform to ASTM C 926 (except: thickness over metal lath plaster base may be 5/8 inch [16 mm] applied in two coats, and finish as described below). Surface and ambient temperature must be above 40ºF (4ºC) and below 100°F (34°C) during application and for at least 24 hours following set of stucco. Apply with proper spray equipment or a stainless steel trowel, and only to sound and clean, dry, properly prepared, frost-free surfaces. Consult equipment manufacturer for spray/pump applications.

Metal Plaster Bases: Must be installed in conformance with the applicable building code. Apply stucco in two uniform coats to a uniform total thickness of:

- 5/8 inch (16 mm), or
- ¾ inch (19 mm), or
- 7/8 inch (22 mm),

as required by specifications. Refer to applicable ICC ESR and applicable building code for required minimum thickness and components of fire-resistive rated assemblies, use on noncombustible type construction, and wind load resistant assemblies.

Concrete and Masonry: Do not apply stucco to substrates that have not been properly prepared. Apply StoPowerwall Stucco in two uniform coats to a maximum uniform thickness of 1/2 inch (13 mm).

Installation
Scratch the first coat horizontally and apply the second coat as soon as the first coat is firm enough to receive it. Alternatively, moist cure the first coat up to 48 hours and dampen the scratched surface with water immediately before applying the second coat. Level the stucco surface with a rod or straight edge, fill low spots with plaster, then darby and float to achieve a smooth, even surface receptive for finish.

Curing/Drying
Moist cure by lightly fogging the installed area for at least 48 hours after the stucco takes initial set (usually within the first 1 to 4 hours after installation). Hot, dry, or windy weather requires more frequent moist curing to avoid rapid dehydration of stucco.

Finishing
Allow final stucco application to completely dry before applying primer or finish. Check for pH<10 before installing Sto primer or finish or wait 28 days for full cure of stucco. Alternatively, install Sto Hot Prime minimum 2 days after moist cure of stucco, then install Sto finish after 7 day age of stucco.

Clean Up
Clean tools and equipment with water immediately after use. Cured material can only be removed mechanically.

Limitations

- Refer to applicable ICC ESR for limitations that may exist with respect to Type construction, and other information on use and limitations
- Do not install StoPowerwall Stucco over stucco accessories or joints in construction
- Install only at surface and ambient temperatures above 40°F (4°C) and below 100°F (34°C). Maintain these temperatures for or at least 24 hours following set of stucco
- Do not apply to surfaces that have not been properly prepared.
- Not recommended as a finish coating
- Do not add air-entraining agents, accelerants, waterproofing agents, or any other additives to the stucco mix.
- Some cracking and efflorescence are inherent in Portland cement stucco. These are not product defects.
- Always verify bond to the prepared substrate, as specified by the design professional, at minimum 28 day age of stucco. Where the substrate is too smooth, dense, or non-absorbent for stucco adhesion, install appropriate metal lath plaster base as specified by the design professional.

Health And Safety

DANGER!
Harmful if swallowed. Causes serious eye damage. May cause cancer. Causes damage to lungs through prolonged and repeated exposure.
Precaution
Avoid contact with skin and eyes. Avoid generating and breathing dust. Do not swallow. Good housekeeping is important to prevent accumulation of dust. The use of compressed air for cleaning clothing, equipment, etc. is not recommended. Use only in well-ventilated areas. Handle and open container with care. When using, do not eat, drink or smoke. Launder contaminated clothing before re-use. Wash hands before eating, drinking, or smoking.
First Aid:
Inhalation: If breathing is difficult remove victim to fresh air and keep at rest in a position comfortable for breathing. Get medical advice/attention, if you feel unwell.
Skin Contact: In case of contact immediately flush skin with plenty of water. Remove contaminated clothing and shoes. Wash clothes before re-use. Call a physician, if irritation develops and persists.
Eye Contact: Immediately flush eyes with plenty of water for at least 15 minutes. If easy to do so, remove contact lenses, if worn. Get medical attention immediately.
Ingestion: If swallowed do NOT induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Immediately call a poison center or doctor/physician.
Store locked up.
Spills:
Collect in an appropriate container. Uncured material may be removed with water. **Disposal:**
Dispose of in accordance with local, state or federal regulations.
Warning
KEEP CONTAINER CLOSED WHEN NOT IN USE. KEEP OUT OF THE REACH OF CHILDREN. NOT FOR INTERNAL CONSUMPTION. FOR INDUSTRIAL USE ONLY. Consult the Safety Data Sheet (SDS) on www.stocorp.com for further health and safety information.
LIMITED WARRANTY
This product is subject to a written limited warranty which can be obtained free of charge from Sto Corp.
Refer to Sto Specifications for more complete information on proper use and handling of this product.

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S155-80103
Revision: A3.0
Date: 06/2016

Attention
This product is intended for use by qualified professional contractors, not consumers, as a component of a larger construction assembly as specified by a qualified design professional, general contractor or builder. It should be installed in accordance with those specifications and Sto's instructions. Sto Corp. disclaims all, and assumes no, liability for on-site inspections, for its products applied improperly, or by unqualified persons or entities, or as part of an improperly designed or constructed building, for the nonperformance of adjacent building components or assemblies, or for other construction activities beyond Sto's control. Improper use of this product or use as part of an improperly designed or constructed larger assembly or building may result in serious damage to this product, and to the structure of the building or its components. **STO CORP. DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED EXCEPT FOR EXPLICIT LIMITED WRITTEN WARRANTIES ISSUED TO AND ACCEPTED BY BUILDING OWNERS IN ACCORDANCE WITH STO'S WARRANTY PROGRAMS WHICH ARE SUBJECT TO CHANGE FROM TIME TO TIME.** For the fullest, most current information on proper application, clean-up, mixing and other specifications and warranties, cautions and disclaimers, please refer to the Sto Corp. website, www.stocorp.com.

BUILDING TRUST

PRODUCT DATA SHEET

Sika® Armatec® 110 EpoCem

BONDING PRIMER AND REINFORCEMENT CORROSION PROTECTION

PRODUCT DESCRIPTION

Sika® Armatec® 110 EpoCem is a cementitious epoxy resin compensated 3-component, solvent-free, coating material with corrosion inhibitor, used as bonding primer and reinforcement corrosion protection.

USES

- Suitable in concrete repair as corrosion protection for reinforcement
- Suitable as a bonding primer on mortar, steel, and on placing fresh, plastic concrete to existing hardened concrete
- Protection to reinforcing steel in areas of thin concrete cover

CHARACTERISTICS / ADVANTAGES

- Contains EpoCem® technology - improved bonding agent
- Extended open times for repair mortars
- Excellent adhesion to concrete and steel
- Contains corrosion inhibitor
- Good resistance to water and chloride penetration
- High shear strength
- Long pot life
- Can be brushed on or applied using spray gun
- Can be used exterior on-grade
- Excellent bonding bridge for cement or epoxy based repair mortars
- High strength, unaffected by moisture when cured
- Non-flammable, solvent free

PRODUCT INFORMATION

Chemical Base

Portland cement, epoxy resin, selected aggregates and additives.

Packaging

Unit	A	B	C	ABC
3.5 gal (13.2 L)	47.6 fl. oz. (1,407 ml)	122.1 fl. oz. (3,611 ml)	46.82 lb (21.3 kg)	A + B in carton, C in bag
1.65 gal (6.2 L)	22.7 fl. oz. (672 ml)	57.6 fl. oz. (1,704 ml)	4 bags, 5.5 lb (2.5 kg)	Factory-proportioned units in a pail

Appearance / Color

Component A	White liquid
Component B	Colourless liquid
Component C	Gray powder

Shelf Life

12 months from date of production if stored properly in original, unopened and undamaged sealed packaging

Storage Conditions	Store dry at 40–95 °F (4–35 °C). If components A and B are frozen, discard. Protect component C from humidity.

TECHNICAL INFORMATION

Compressive Strength	3 days	4,500 psi (31.0 MPa)	(ASTM C-109) 73 °F (23 °C) 50 % R.H.
	7 days	6,500 psi (44.8 MPa)	
	28 days	8,500 psi (58.6 MPa)	
Flexural Strength	28 days	1,250 psi (8.6 MPa)	(ASTM C-348) 73 °F (23 °C) 50 % R.H.
Splitting Tensile Strength	28 days	600 psi (4.1 MPa)	(ASTM C-496) 73 °F (23 °C) 50 % R.H.
Tensile Adhesion Strength	**Bond of steel reinforcement on concrete**		
	Sika® Armatec® 110 Epo-Cem coated	625 psi (4.3 MPa)	(ASTM C-1583)
	Epoxy coated	508 psi (3.5 MPa)	
	Plain reinforcement	573 psi (4.0 MPa)	
Slant Shear Strength	**Bonding agent properties** (14 d. moist cure, plastic to hardened concretre)		
	Wet on wet	2,800 psi (19.3 MPa)	(ASTM C-882)
	24 hr. open time	2,600 psi (17.9 MPa)	
Permeability to Water Vapor	Control	$7.32x10^{-10}$ ft/sec	
	145 psi (10 bar)	$8.92x10^{-15}$ ft/sec	
Diffusion Resistance to Water Vapor	μH_2O ~100		
Permeability to CO2	μCO_2 ~14,000		
Corrosion Test	Time-to-Corrosion Study ▪ Sika® Armatec® 110 EpoCem more than tripled the time to corrosion ▪ Reduced corrosion rate by over 40%		

APPLICATION INFORMATION

Fresh Mortar Density	A+B+C ~125 lb/ft³ (~2.0 kg/l)		
Coverage	**Bonding agent**	80 ft.²/gal. (7.4 m²/l) ~ 20 mils	
	Corrosion Protection	40 ft.²/gal. (3.7 m²/l) ~ 20 mils	
	(Coverage figures do not include allowance for surface profile and porosity or material waste)		
Layer Thickness		**Min.thickness**	**Coat**
	Bonding agent	20 mils	
	Corrosion Protection	20 mils each	2
Product Temperature	65°-75°F (18°-24°C)		
Ambient Air Temperature	40–95 °F (5–35 °C)		
Substrate Temperature	40–95 °F (5–35 °C)		
Pot Life	~ 90 minutes		

Waiting Time / Overcoating

Sika repair mortars and non-fast setting concrete can be applied on Sika® Armatec® 110 EpoCem within a maximum time of:

Temperature	Maximum Waiting Time
80°- 95 °F (26°- 35 °C)	6 hours
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50°- 64° F (10°- 17° C)	16 hours
40°- 49° F (4°- 9° C)	wet-on-wet

APPLICATION INSTRUCTIONS

SUBSTRATE QUALITY / PRE-TREATMENT

Concrete:
- Free from dust, loose material, surface contamination and materials which reduce bond or prevent suction or wetting by repair materials.
- Delaminated, weak, damaged and deteriorated concrete and where necessary sound concrete shall be removed by suitable means.
- Substrate must be Saturated Surface Dry (SSD) with no standing water.

Steel reinforcement:
- Rust, scale, mortar, concrete, dust and other loose and deleterious material which reduces bond or contributes to corrosion shall be removed by blast cleaning or other means of mechanical abrasion and reinforcement.
- Should be fully exposed and have all corrosion removed.

MIXING

- Sika® Armatec® 110 EpoCem can be mixed with a low speed (< 250 rpm) electric drill mixer.
- Shake components A and B thoroughly before opening.
- Pour liquid components A and B into a suitable mixing vessel and mix for 30 seconds.
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APPLICATION

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- Allow to dry again before the repair mortar or concrete is applied.
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As a bonding primer:
- Apply using a stiff-bristle brush or broom. To achieve good bond, Sika® Armatec® 110 EpoCem must be applied well into the substrate, filling all pores and ensure complete coverage of all surface irregularities (minimum layer thickness 1/64" (0.5 mm).
- Spray apply with Goldblatt Pattern Pistol or equal equipment.
- Apply the freshly mixed patching mortar or concrete wet on wet, or up to the maximum recommended open time, onto the bonding slurry.

CURING TREATMENT

Sika® Armatec® 110 EpoCem must be protected against contamination and rain until application of the repair mortar.

CLEANING OF TOOLS

Clean all tools and application equipment with water immediately after use. Hardened material can only be mechanically removed.

LIMITATIONS

- Avoid application in direct sun and/or strong wind and/or rain.
- Do not add water.
- Not a vapor barrier.
- Apply only to sound, prepared substrates.
- Not recommended for use with expansive grouts and SikaQuicks
- Use of semi-dry mortars onto Sika® Armatec® 110 EpoCem must be applied "wet on wet".
- When used in overhead applications with hand placed patching mortars, use "wet on wet" for maximum mortar built thickness.
- Substrate profile as specified by the overlay or repair material is still required.
- As with all cement based materials, avoid contact with aluminum to prevent adverse chemical reaction and possible product failure. Insulate potential areas of contact by coating aluminum bars, rails, posts etc. with an appropriate epoxy such as Sikadur® Hi-Mod 32.

BASIS OF PRODUCT DATA

Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

LOCAL RESTRICTIONS

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DIRECTIVE 2004/42/CE - LIMITATION OF EMISSIONS OF VOC

A+B+C combined	50 g/l

LEGAL NOTES

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BUILDING TRUST

PRODUCT DATA SHEET

Sikacrete® 211 SCC Plus

ONE-COMPONENT, CEMENTITIOUS, POLYMER-MODIFIED, SELF CONSOLIDATING CONCRETE MIX WITH AN INTEGRAL MIGRATING CORROSION INHIBITOR

PRODUCT DESCRIPTION

Sikacrete® 211 SCC Plus is a one-component, self consolidating concrete containing factory blended coarse aggregate. This self consolidating concrete bag is silica fume and polymer modified and also contains a migrating corrosion inhibitor.

USES

- Full depth repairs
- On grade, above and below grade on concrete
- On horizontal surfaces
- Vertical and overhead surfaces when formed and pumped or poured
- As a structural repair material for parking facilities, industrial plants, walkways, bridges, tunnels, dams, and balconies
- Filler for voids and cavities

CHARACTERISTICS / ADVANTAGES

- Self Consolidating Concrete - Excellent placement characteristics
- Polymer-modified
- Integral penetrating corrosion inhibitor
- Silica fume enhanced
- Prepackaged coarse aggregate. Eliminates the need to extend material in the field. Eliminates the risk of reactive aggregate
- Can be pumped or poured into forms and gets excellent consolidation without vibrating

PRODUCT INFORMATION

Packaging	65 lb. (29.5 kg) bag
Appearance / Color	Gray powder
Shelf Life	12 months from date of production if stored properly in original, unopened and undamaged sealed packaging
Storage Conditions	Store dry at 40–95 °F (4–35 °C) Protect from moisture. If damp, discard material

TECHNICAL INFORMATION

Compressive Strength	1 day	2,000 psi (13.8 MPa)	(ASTM C-39) 73 °F (23 °C) 50 % R.H.
	7 days	5,500 psi (37.9 MPa)	
	28 days	6,500 psi (44.8 MPa)	
Flexural Strength	1 day	500 psi (3.4 MPa)	(ASTM C-293) 73 °F (23 °C) 50 % R.H.
	7 days	750 psi (5.2 MPa)	
	28 days	1,000 psi (6.9 MPa)	
Splitting Tensile Strength	7 days	750 psi (5.2 MPa)	(ASTM C-496) 73 °F (23 °C) 50 % R.H.
	28 days	1,000 psi (6.9 MPa)	
Tensile Adhesion Strength	1 day	250 psi (1.7 MPa)	(ASTM C-1583) 73 °F (23 °C) 50 % R.H.
	7 days	300 psi (2.1 MPa)	
Slant Shear Strength	1 day	1,000 psi (6.9 MPa)	(ASTM C-882 modified)*
	7 days	1,500 psi (10.3 MPa)	
	28 days	2,500 psi (17.2 MPa)	
	* Mortar scrubbed into substrate at 73 °F (23 °C) and 50 % R.H.		
Shrinkage	28 days	<0.05 %	(ASTM C-157 modified)
Freeze thaw resistance	300 cycles	> 99 %	(ASTM C-666)
Freeze Thaw De-Icing Salt Resistance	50 cycles	2	(ASTM C-672)
Sulfate Resistance	0.006*		(ASTM C-1012)
	*Length change after 6 months at 73 °F (23 °C) and 50 % R.H.		
Chloride Ion Diffusion Resistance	28 days	< 650 Coloumbs	(ASTM C-1202 AASHTO T-277)

APPLICATION INFORMATION

Mixing Ratio	5.5-6 pints (2.6-2.8 L)	
Coverage	0.50 ft^3 (0.01 m^3) per bag (Coverage figures do not include allowance for surface profile and porosity or material waste)	
Layer Thickness	**Min.**	**Max.**
	1" (25 mm)	8" (203 mm)
	▪ Thicker appliations have been done successfully. ▪ Please consult Sika® Technical Service.	
Consistency	Initial spread	25-30" (6.4-7.6 cm) (ASTM C-1611)
	Spread at 30 min.	> 15" (3.9 cm)
Product Temperature	65–75 °F (18–24 °C)	
Ambient Air Temperature	45–86 °F (7–30 °C)	
Substrate Temperature	45–86 °F (7–30 °C)	
Pot Life	~ 60 minutes As the temperature will affect the pot life, application temperature: ▪ Above 73 °F (23 °C) will reduce the pot life and slump ▪ Below 73 °F (23 °C) will extend the pot life and slump	

APPLICATION INSTRUCTIONS

SUBSTRATE QUALITY / PRE-TREATMENT

Concrete

- Surface must be clean and sound. Remove all deteriorated concrete, dirt, oil, grease, and other bond-inhibiting materials from the area to be repaired.
- Be sure repair area is not less than 1" (25 mm) deep.
- Preparation work should be done by appropriate means. Obtain an exposed aggregate surface with a minimum surface profile of ± 1/8" (3 mm) (CSP-7-8) on clean, sound concrete.
- Substrate should be Saturated Surface Dry (SSD) with clean water prior to application. No standing water should remain during application.

Reinforcing Steel

- Steel reinforcement should be thoroughly prepared by mechanical cleaning to remove all traces of rust.
- Where corrosion has occurred, the steel should be high-pressure washed with clean water after mechanical cleaning.
- For priming and protection of reinforcing steel use Sika® Armatec® 110 EpoCem (consult PDS).

MIXING

- Start mixing with 5.5 pints (2.6 L) of water.
- An additional 0.5 pint (0.2 L) can be added if needed.
- Do not over water as excess water will cause segregation.
- Add Sikacrete® 211 SCC Plus while continuing to mix.
- Mechanically mix to a uniform consistency, for 3 minutes.with a low-speed drill (400–600 rpm) and paddle or in appropriate-size mortar mixer or concrete mixer.

APPLICATION

- Pre-wet surface to SSD.
- Ensure good intimate contact with the substrate is achieved. To accomplish this, material should be scrubbed into the substrate or other suitable means should be employed such as vibration of the material or pumping under pressure.
- Vibrate form while pouring or pumping.
- Pump with a variable pressure pump.
- Continue pumping until a 3 to 5 psi increase in normal line pressure is evident then STOP pumping.
- Form should not deflect.
- Vent to be capped when steady flow is evident, and forms stripped when appropriate.

CURING TREATMENT

- As per ACI recommendations for Portland cement concrete, curing is required.
- Moist cure with wet burlap and polyethylene, a fine mist of water or a water based* compatible curing compound.
- Curing compounds adversely affect the adhesion of following layers of mortar, leveling mortar or protective coatings.
- Moist curing should commence immediately after finishing.
- Protect newly applied material from direct sunlight, wind, rain and frost.

* Pretesting of curing compound is recommended.

LIMITATIONS

- As with all cement based materials, avoid contact with aluminum to prevent adverse chemical reaction and possible product failure. Insulate potential areas of contact by coating aluminum bars, rails, posts, with an appropriate epoxy such as Sikadur® 32 Hi-Mod.

BASIS OF PRODUCT DATA

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DIRECTIVE 2004/42/CE - LIMITATION OF EMISSIONS OF VOC

0 g/L	(EPA Method 24)

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Construction

Sikadur® 35, Hi-Mod LV

High-modulus, low-viscosity, high-strength epoxy grouting/sealing/binder adhesive

Description	Sikadur® 35, Hi-Mod LV is a 2-component, 100% solids, moisture-tolerant, low-viscosity, high-strength, multi-purpose, epoxy resin adhesive. It conforms to the current ASTM C-881, Types I, II, and IV, Grade-1, Class C* and AASHTO M-235 specifications. * Except for gel time
Where to Use	■ Pressure-injection of cracks in structural concrete, masonry, wood, etc. ■ Gravity-feed of cracks in horizontal concrete and masonry. ■ Epoxy resin binder for epoxy mortar patching and overlay of interior, horizontal surfaces. ■ Seal interior slabs and exterior above-grade slabs from water, chlorides, and mild chemical attack; also improves wearability.
Advantages	■ Super low viscosity. ■ Convenient easy mix ratio A:B = 2:1 by volume. ■ Unique, high-strength, structural adhesive for “can’t dry” surfaces. ■ Deep penetrating and tenacious bonding of cracks in structural concrete. ■ High-early-strength developing adhesive. ■ Excellent chemical resistance for flooring systems.
Coverage	1 gal. yields 231 cu. in. of adhesive and grout. 1 gal. of adhesive, when mixed with 5 gal. by loose volume of oven-dried aggregate, yields approximately 808.5 cu. in. of epoxy mortar.
Packaging	3 gal. units; 1 gal. units; 12 fl.-oz. units, 12/case.

Typical Data *(Material and curing conditions @ 73°F (23°C) and 50% R.H.)*

RESULTS MAY DIFFER BASED UPON STATISTICAL VARIATIONS DEPENDING UPON MIX DESIGNS, MIXING METHODS AND EQUIPMENT, TEMPERATURE, APPLICATIONS METHODS, TEST METHODS, ACTUAL SITE CONDITIONS AND CURING CONDITIONS

Shelf Life	2 years in original, unopened containers.			
Product Storage	Store dry at 40°-95°F (4°-35°C).			
Product Conditioning	Condition material to 65°-75°F (18°-24°C) before using.			
Color	Clear, amber.			
Mixing Ratio	Component A : Component B=2:1 by volume.			
Viscosity (Mixed)	Approximately 375 cps.			
Pot Life	Approximately 25 minutes. (60 gram mass)			
Tack Free Time	**40°F (4°C)**	**73°F (23°C)**		**90°F (32°C)**
(3-5 mils) Neat	14-16 hrs.	3-3.5 hrs.		1.5-2 hrs.

Tensile Properties (ASTM D-638)		**Neat**		**Mortar**
7 day	Tensile Strength	8,900 psi (61.4 MPa)	**14 day**	840 psi (5.8 MPa)
	Elongation at Break	5.4%		0.3%
14 day	Modulus of Elasticity	4.1 X 10^5 psi (2,800 MPa)		7.6 X 10^5 psi (5,200 MPa)

Flexural Properties (ASTM D-790)			
14 day	Flexural Strength (Modulus of Rupture)	14,000 psi (96.6 MPa)	2,200 psi (15.2 MPa)
	Tangent Modulus of Elasticity in Bending	3.7 x 10^5 psi (2,600 MPa)	9.5 X 10^5 psi (6,500 MPa)

Shear Strength (ASTM D-732)			
14 day	Shear Strength	5,100 psi (35.2 MPa)	2,300 psi (15.9 MPa)

Heat Deflection Temperature (ASTM D-648)			
7 day	[fiber stress loading = 264 psi (1.8 MPa)]	124°F (51°C)	129°F (54°C)

Bond Strength (ASTM C-882): Hardened concrete to hardened concrete

2 day	**(moist cure)**	Bond Strength	4,000 psi (27.6 MPa)
14 day	**(moist cure)**	Bond Strength	2,900 psi (20.0 MPa)
2 day	**(dry cure)**	Bond Strength	2,800 psi (19.3 MPa)

Water Absorption (ASTM D-570) **7 day** (24 hour immersion)0.27 %

Compressive Properties (ASTM D-695)

Compressive Strength, psi (MPa)	**Neat**			**Mortar (1:5)**		
	40°F (4°C)	73°F (23°C)	90°F (32°C)	40°F(4°C)	73°F (23°C)	90°F (32°C)
4 hour	-	-	-	-	-	800 (5.5)
8 hour	-	180 (1.2)	3,200 (22.1)	-	-	4,100 (28.3)

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16 hour	-	4,500 (31.1)	6,300 (43.5)	-	400 (2.8)	5,700 (39.3)
1 day	-	6,000 (41.4)	9,100 (62.8)	120 (0.8)	5,000 (34.5)	6,900 (47.6)
3 day	4,000 (27.6)	10,700 (73.8)	10,500 (72.5)	6,200 (42.8)	6,800 (46.9)	7,000 (48.3)
7 day	6,800 (46.9)	11,000 (75.9)	10,500 (72.5)	6,300 (43.5)	7,900 (54.5)	8,800 (60.7)
14 day	10,300 (71.1)	12,000 (82.8)	10,500 (72.5)	6,800 (46.9)	8,500 (58.7)	8,800 (60.7)
28 day	12,400 (85.6)	13,000 (89.7)	10,500 (72.5)	7,000 (48.3)	8,600 (59.3)	8,800 (60.7)

Compressive Modulus **Neat** **Mortar**
7 day 3.2 X 10^5 psi (2,200 MPa) **28 day** 8.1 X 10^5 psi (5,600 MPa)

How to Use

Surface Preparation

Surface must be clean and sound. It may be dry or damp, but free of standing water. Remove dust, laitance, grease, curing compounds, impregnations, waxes, foreign particles and disintegrated materials.

Concrete - Blast clean, shot blast or use other approved mechanical means to provide an open roughened texture.

Steel - Should be cleaned and prepared thoroughly by blast cleaning.

Mixing

Proportion 1 part Component 'B' to 2 parts Component 'A' by volume into a clean pail. Mix thoroughly for 3 minutes with Sika Paddle on low-speed (400- 600 rpm) drill until uniformly blended. Mix only that quantity that can be used within its pot life.

To prepare an epoxy mortar, slowly add 4-5 parts by loose volume of an oven-dried aggregate to 1 part of the mixed Sikadur® 35, Hi-Mod LV and mix until uniform in consistency.

Application

To gravity feed cracks - Blow vee-notched crack clean with oil-free compressed air. Pour neat Sikadur® 35, Hi-Mod LV into vee-notched crack. Continue placement until completely filled. Seal underside of slab prior to filling if cracks reflect through.

To pressure-inject cracks - Use automated injection equipment or manual method. Set appropriate injection ports based on system used. Seal ports and crack with Sikadur® 31, Hi-Mod Gel or Sikadur® 33. When the epoxy adhesive seal has cured, inject Sikadur® 35, Hi-Mod LV with steady pressure. Consult Technical Service for additional information.

To seal slabs - Spread neat Sikadur® 35, Hi-Mod LV over slab. Allow penetration. Remove excess to prevent surface film. Seal interior slabs and above-grade exterior slabs only.

For an epoxy mortar - Prime prepared surface with neat Sikadur® 35, Hi-Mod LV. Place prepared epoxy mortar before primer becomes tack-free. Place the epoxy mortar using trowels. Compact and level with vibrating screed or trowels. Finish with finishing trowel. Sikadur® 35, Hi-Mod LV mortar is for interior use only.

Limitations

- Minimum substrate and ambient temperature 40°F (4°C).
- Do not thin with solvents. Consult Technical Service at 800-933-7452.
- Use oven-dried aggregate only.
- Maximum epoxy mortar thickness is 1.5 in. (38 mm) per lift.
- Epoxy mortar is for interior use only.
- Do not seal exterior slabs on grade.
- Minimum age of concrete must be 21-28 days, depending on curing and drying conditions, for mortar and to seal slabs.
- Porous substrates must be tested for moisture-vapor transmission prior to application.
- Not for injection of cracks under hydrostatic pressure at the time of application.
- Do not inject cracks greater than 1/4 in. (6 mm) Consult Technical Service.
- Not an aesthetic product. Color may alter due to variations in lighting and/or UV exposure.

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Construction

Sikadur® 55 SLV

Super low-viscosity, moisture-tolerant epoxy resin, crack healer/penetrating sealer

Description	Sikadur® 55 SLV is a 2-component, 100% solids, moisture-tolerant, epoxy crack healer / penetrating sealer, having a fast tack-free time to minimize downtime. It is a super low-viscosity, high-strength adhesive formulated specifically for sealing both dry and damp, existing, non-dynamic cracks. It conforms to the current ASTM C-881, Types I and II, Grade-1, Class-C* and AASHTO M-235 specifications. * except for gel time
Where to Use	■ Sikadur® 55 SLV seals cracked concrete. ■ For interior slabs and exterior above-grade slabs. ■ For elevated horizontal decks, parking garages and other structures exposed to foot and pneumatic tire traffic.
Advantages	■ Super low viscosity/low surface tension for excellent penetration into existing cracks. ■ Seals existing cracks by gravity down to 2 mils (0.002" / 0.05 mm) in width. ■ Prolongs life of cracked concrete. ■ Penetrates and seals surface from water absorption, chloride-ion intrusion, and chemical attack (patent pending technology). ■ Improves concrete surface by reducing water and chloride intrusion. ■ Can be open to traffic in 6 hours at 73°F (23°C). ■ High bond strength, even in damp cracks. ■ **U.S. Patent No. (pending)** for ultra low viscosity healer/sealer to strengthen cracked concrete.
Coverage	1 gal. (3.8 liters) yields 231 cu. in. (3,785 cm^3) Typical coverage is 150-175 ft^2/gal. (3.7-4.3 m^2/L) for surface sealing. Coverage varies with porosity and surface profile of substrate. Higher porosity concrete will reduce coverage. For crack healing, follow Application instructions and allow to pond over cracks.
Packaging	3 gal. (11.35 l) unit = 'A' = 2 gal. (7.6 l) + 'B' = 1 gal. (3.8 l)

Typical Data *[Material and curing conditions @ 73°F (23°C) and 50% R.H.]*

RESULTS MAY DIFFER BASED UPON STATISTICAL VARIATIONS DEPENDING UPON MIXING METHODS AND EQUIPMENT, TEMPERATURE, APPLICATION METHODS, TEST METHODS, ACTUAL SITE CONDITIONS AND CURING CONDITIONS.

Shelf Life	2 years in original, unopened containers			
Storage Conditions	Store dry at 40°-95°F (4°-35°C). Condition material to 65°-75°F (18°-24°C) before using.			
Color	Clear, amber			
Mixing Ratio	Component 'A' : Component 'B' = 2:1 by volume			
Viscosity (Mixed)	Approximately 105 cps			
Pot Life	Approximately 20 minutes			
Tack-Free Time	**40°F (4°C)***	**60°F (15°C)***	**73°F (23°C)***	**90°F (32°C)***
	> 11 hrs.	11 hrs.	6 hrs.	2.5 hrs.

Tensile Properties (ASTM D-638) 73°F (23°C)

7 day	Tensile Strength	7,100 psi (48.9 MPa)
	Elongation at break	10%

Bond Strength (ASTM C-882)

Hardened Concrete to Hardened Concrete	**2 day (moist cure)**	2,500 psi (17.2 MPa)
	14 day (moist cure)	2,500 psi (17.2 MPa)
Hardened Concrete to Steel	**2 day (moist cure)**	1,500 psi (10.3 MPa)
	14 day (moist cure)	1,600 psi (11.0 MPa)

Flexural Properties (ASTM D-790)

7 day	Flexural Strength	8,500 psi (58.6 MPa)
	Tangent Modulus of Elasticity	3.2 x 10^5 psi (2,206 MPa)

Shear Strength (ASTM D-732) 7 day 5,800 psi (40.0 MPa)

Heat Deflection Temperature (ASTM D-648) 7 day

[fiber stress loading = 264 psi (1.8 MPa) 110°F (43°C)

Water Absorption (ASTM D-570) 7 day (24 hour immersion) 0.60%

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Construction

Compressive Properties (ASTM D-695)

Compressive Strength, psi (MPa)

	40°F (4°C)*	60°F (15°C)*	73°F (23°C)*	90°F (32°C)*
1 day	-	320 (2.2)	1,100 (7.6)	4,800 (33.1)
3 day	2,000 (13.8)	6,500 (44.8)	8,300 (57.2)	8,000 (55.2)
7 day	7,800 (53.8)	10,400 (71.7)	10,900 (75.1)	8,300 (57.2)
14 day	9,600 (66.2)	11,000 (75.8)	11,800 (81.4)	10,000 (68.9)
28 day	11,700 (80.7)	12,000 (82.7)	12,000 (82.7)	10,000 (68.9)

Compressive Modulus **7 day** 3.0 x 10^5 psi (2,068 MPa)

How to Use

Surface Preparation

Substrate must be clean, sound and free of surface moisture. Remove dust, laitance, grease, oils, curing compounds, waxes, impregnations, foreign particles, coatings and disintegrated materials by mechanical means (i.e. shot blasting, sandblasting, etc.). For best results, substrate should be dry. Surfaces prepared by Low Pressure Water Cleaning or High Pressure Water Jetting methods should be allowed to dry for 24 hrs. minimum [at 73°F (23°C)].

Mixing

Mix 1 part Component 'B' to 2 parts Component 'A' by volume into a clean pail. Mix thoroughly for 3 minutes with Sika paddle or jiffy mixer on a low-speed (400-600 rpm) drill until uniformly blended. Mix only that quantity which can be used within its pot life.

Application

To gravity feed cracks: Sikadur® 55 SLV is applied to horizontal surfaces by flat squeegee or broom. Spread material over area and allow to pond over cracks. Let material penetrate into cracks and substrate. Remove excess epoxy with roller leaving no visible surface film. For cracks greater than 1/8 in. (3 mm) wide, fill crack with oven-dried sand before applying Sikadur® 55 SLV. Seal cracks from underside, when accessible, to prevent leakage.

A second treatment may be required on very porous substrates. Apply second treatment before broadcasting After treatment, wait a minimum of 20-30 minutes at 73°F (23°C) before broadcasting sand. Cover with broadcast of an oven-dried 20/40 silica sand or similar sand. Distribute evenly over the surface to excess at a rate of 30-40 lbs./100 sq. ft.. Allow to cure 6 hours minimum at 73°F (23°C). Remove any loose sand and open to traffic once epoxy has cured. Consult Sika Technical Service at 1-800-933-SIKA for additional information.

To pressure inject cracks: Use automated injection equipment. Set appropriate injection ports. Seal ports and cracks with Sikadur® 31, Hi-Mod Gel, Sikadur® Injection Gel or Sikadur® AnchorFix 2/Sikadur® AnchorFix 500. When the epoxy adhesive has cured, inject Sikadur® 55 SLV with steady pressure. Consult Technical Service at 1-800-933- SIKA for additional information. Mock ups to ascertain penetration on job site conditions is strongly recommended. Actual penetration should be verified by core testing.

Limitations

- Do not thin. Addition of solvents will prevent proper cure.
- Material is a vapor barrier after cure.
- Do not apply if rain is imminent. Water exposure or humidity will affect surface appearance and may cause surface whitening.
- Not an aesthetic product. Color may alter due to variations in lighting and/or UV exposure.
- Sealed concrete surface may appear blotchy due to differential absorption.
- Allow sufficient time for the substrate to dry after rain or other inclement conditions.
- Application temperature of substrate must be minimum 5°F (3°C) above the dew point.
- Minimum ambient and substrate temperature 40°F (4°C). Maximum application temperature 95°F (35°C).
- Do not inject cracks greater than 1/4 in. (6 mm) Consult Technical Service at 1-800-933-SIKA.
- Minimum age of concrete is 21-28 days, depending on curing and drying conditions.
- Not designed to seal or inject cracks under hydrostatic pressure during application.
- Penetration results will vary. Factors that may impede penetration include, but are not limited to, temperature (ambient and material), geometry of crack, concrete porosity, and dirt inside cracks.
- Product is not appropriate for use in dynamic cracks.

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SikaFiber® FN

Nylon Fiber

Concrete

Description

SikaFiber® FN is a pre-packaged monofilament nylon micro-fiber for use as secondary reinforcement in concrete. Manufactured from 100% virgin nylon (polyamides), SikaFiber® FN is designed to control plastic shrinkage and settlement cracking as secondary concrete reinforcement, SikaFiber® FN meets the requirements of ASTM C-1116, Type III fiber.

Applications

SikaFiber® FN monofilament nylon micro-fibers are added to ready-mix concrete to modify the behavior of high tensile stress areas of concrete. Concrete modified with SikaFiber® FN has improved tensile and flexural strengths.

Cross sections of concrete with SikaFiber® FN reveal efficiently located secondary reinforcement. High fiber count per pound assures 3D random fiber orientation as well as improved ductility and toughness. Recommended uses include slabs on grade, architectural concrete and precast concrete.

Benefits

- High fiber count
- Excellent tensile strength
- Complete distribution
- UV stability
- User friendly packaging
- Increased density
- High elasticity

Typical Data

Material:	Monofilament 100% virgin nylon
Specific Gravity:	1.14
Length:	0.5” and 0.75”
Fiber Denier:	2-4 DPF
Melt Point:	493°F (256°C)
Water Absorption:	4-5%
Alkali Resistance:	Excellent

RESULTS MAY DIFFER BASED UPON STATISTICAL VARIATIONS DEPENDING UPON MIXING METHODS AND EQUIPMENT, TEMPERATURE, APPLICATION METHODS, TEST METHODS, ACTUAL SITE CONDITIONS AND CURING CONDITIONS.

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How to Use

Dosage	Typical dosage for SikaFiber® FN is 1.0 lb. per cubic yard of concrete or as required by specific mix design.
Mixing	SikaFiber® FN fibers can be added to the mixture at any time prior to placement of concrete. It is recommended to add any fiber material at the ready-mix concrete plant during batching. Fibers must be mixed with concrete for a minimum of five minutes at maximum mixing speed to ensure complete dispersion and uniformity.
Application	Refer to ACI 544.3R for detailed mixing and placing instructions. Make sure the bleed water is gone and concrete is sufficiently set before trowelling. Since concrete with fibers appears stiffer, finishers must exercise care to avoid trowelling concrete too soon. Proper finishing procedures will reduce exposed fibers on finished concrete surfaces. SikaFiber® FN increases the cohesiveness of concrete, which produces greater workability at the same slump. As a result of the increased cohesiveness, the concrete may appear stiffer than it is actually. If additional workability is required, a Sika water-reducer or superplasticizer is recommended instead of extra mixing water. SikaFiber® FN concrete should be cured using the same methods as for conventional concrete. SikaFiber® FN disperses quickly and uniformly throughout the concrete. SikaFiber® FN is NOT a substitute for any structural or negative movement reinforcement.
Packaging	SikaFiber® FN is available in 0.5” and 0.75” lengths in various pack sizes in degradable bags.
Storage and Shelf Life	SikaFiber® FN should be stored in dry warehouse. Protect product from the rain. If stored in dry conditions without direct sunlight, shelf life is 5 years.

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BUILDING TRUST

PRODUCT DATA SHEET

SikaQuick®-1000

RAPID HARDENING REPAIR MORTAR WITH EXTENDED WORKING TIME

PRODUCT DESCRIPTION

SikaQuick®-1000 is a one-component, rapid hardening, early strength gaining, cementitious, patching material for concrete.

USES

- Use on grade, above, and below grade on concrete
- Highway overlays and repairs
- Structural repair material for concrete roadways, parking structures, bridges, dams and ramps
- Full depth patching repairs
- Economical patching material for horizontal repairs of concrete and mortar

CHARACTERISTICS / ADVANTAGES

- Specially suited for hot weather applications when extended working time is required
- Epoxy coatings can be applied as early as 6 hours. On site testing is recommended for verification. Please consult coatings manufacturer for recommendations
- Freeze/thaw resistant
- Easy to use, labor-saving material
- Not gypsum-based
- High early strength
- Open to foot traffic in 4 hours; to vehicle traffic in 6 hours (at 73 °F, 23 °C)
- Easily applied to clean, sound substrate

APPROVALS / STANDARDS

- Rapid hardening as defined by ASTM C-928

PRODUCT INFORMATION

Packaging	50 lb. (22.7 kg) bag
Appearance / Color	Gray powder
Shelf Life	12 months from date of production if stored properly in original, unopened and undamaged sealed packaging
Storage Conditions	Store dry at 40–95 °F (4–35 °C) Protect from moisture. If damp, discard material

TECHNICAL INFORMATION

Compressive Strength	3 hours	1,250 psi (8.6 MPa)	(ASTM C-109) 73 °F (23 °C) 50 % R.H.
	1 day	4,000 psi (27.6 MPa)	
	7 days	5,000 psi (34.5 MPa)	
	28 days	7,000 psi (48.2 MPa)	

Modulus of Elasticity in Compression	28 days	4.6 x 10^6 psi	(ASTM C-469) 73 °F (23 °C) 50 % R.H.
Flexural Strength	1 day 7 days 28 days	700 psi (4.8 MPa) 900 psi (6.2 MPa) 1,000 psi (6.9 MPa)	(ASTM C-293) 73 °F (23 °C) 50 % R.H.
Splitting Tensile Strength	1 day 7 days 28 days	200 psi (1.4 MPa) 300 psi (2.1 MPa) 400 psi (2.8 MPa)	(ASTM C-496) 73 °F (23 °C) 50 % R.H.
Tensile Adhesion Strength	28 days	300 psi (2.1 MPa) substrate failure	(ASTM C-1583) 73 °F (23 °C) 50 % R.H.
Shrinkage	28 days * 73 °F (23 °C) and 50 % R.H.	0.06 %	(ASTM C-157 modified per ASTM C-928)
Abrasion Resistance	28 days *Inches of Wear at 1 h (73 °F (23 °C) and 50 % R.H.)	0.026*	(ASTM C-779)
Freeze thaw resistance	28 days	98 %	(ASTM C-666)
Freeze Thaw De-Icing Salt Resistance	50 cycles	0.080 lb/ft^2	(ASTM C-672)
Chloride Ion Diffusion Resistance	28 days	< 1,000 Coulombs	(ASTM C-1202 AASHTO T-277)

APPLICATION INFORMATION

Mixing Ratio	4.5–5 pts. (2.1–2.4 L)	
Coverage	Neat	0.42 ft^3 (0.01 m^3)
	Extended with 25 lb (11.4 kg) of 3/8" (9.5 mm) gravel	0.58 ft^3 (0.01 m^3)
	(Coverage figures do not include allowance for surface profile and porosity or material waste)	

Layer Thickness	**Min.**	**Max.**
Neat	1/4" (6 mm)	2" (50 mm)
Extended	1" (25 mm)	6" (152 mm)

- Do not feather edge
- Do not exceed 7" (178 mm) slump when extended

Product Temperature	65–75 °F (18–24 °C)
Ambient Air Temperature	> 40 °F (4 °C)
Substrate Temperature	> 40 °F (4 °C)
Pot Life	~ 30 minutes As the temperature will affect the pot life, application temperature: ▪ Above 73 °F (23 °C) will reduce the pot life and slump ▪ Below 73 °F (23 °C) will extend the pot life and slump
Set Time	35–85 minutes (ASTM C-266)
Final Set Time	> 120 minutes (ASTM C-266)

APPLICATION INSTRUCTIONS

SURFACE PREPARATION

Surface preparation

- Surface must be clean and sound. Remove all deteriorated concrete, dirt, oil, grease, and other bond-inhibiting materials from the area to be repaired.
- Be sure repair area is not less than 1/4" (6.3 mm) deep.
- Preparation work should be done by appropriate means. Obtain an exposed aggregate surface with a minimum surface profile of ± 1/8" (3 mm) (CSP-6) on clean, sound concrete.
- To ensure optimum repair results, the effectiveness of decontamination and preparation should be assessed by a pull-off test.
- Saw cutting of edges is preferred and a dovetail is recommended.
- Substrate should be Saturated Surface Dry (SSD) with clean water prior to application. No standing water should remain during application.

Priming

- Reinforcing steel: Steel reinforcement should be thoroughly prepared by mechanical cleaning to remove all traces of rust. Where corrosion has occurred due to the presence of chlorides, the steel should be high pressure washed with clean water after mechanical cleaning. For priming of reinforcing steel use Sika® Armatec® 110 EpoCem (consult PDS).
- Concrete Substrate: prime the prepared substrate with a scrub coat of SikaQuick®-1000 prior to placement of the mortar. The repair mortar has to be applied into the wet scrub coat before it dries.

MIXING

- Mechanically mix in an appropriately sized mortar mixer. Wet down all tools and mixer to be used.

- **With water:** Start with 4.5 pints (2.1 L) of water added to the mixing vessel. Add 1 bag of SikaQuick®-1000 while continuing to mix. Add up to another 1/2 pint (0.2 L) of water to achieve desired consistency. Do not over-water.

- **With SikaLatex® R**: Pour 4.5 pints (2.1 L) of SikaLatex® R into the mixing container. Slowly add powder, mix and adjust as above.

- **With diluted SikaLatex® R**: SikaLatex® R may be diluted up to 5:1 (water: SikaLatex® R) for projects requiring minimal polymer modification. Pour 4.5 pints (2.1 L) of the mixture into the mixing container. Slowly add powder, mix and adjust as above.

Extension with aggregates:

- For applications greater than 1" (25 mm) in depth, add 3/8" (9.5 mm) coarse aggregate.
- The aggregate must be non-reactive (reference ASTM C-1260, C-227 and C-289), clean, well graded, saturated surface dry, have low absorption and high density, and comply with ASTM C-33 size number 8 per Table 2.
- Variances in aggregate may result in different strengths.
- The addition rate is 25 lb. (11.4 kg) of aggregate per bag. It is approximately 2.0 gallons (7.6 L) by loose volume of aggregate.
- Do not exceed a slump of 7" (178 mm). This may cause excessive bleeding and retardation and will reduce the strength and performance of the material.

APPLICATION

- The prepared mortar must be scrubbed into substrate. Be sure to fill all pores and voids. Force material against edge of repair, working toward center.
- After filling repair, screed off excess.
- Allow concrete to set to desired stiffness, then finish.
- If a smoother finish is desired, a magnesium float should be used.
- Mixing, placing, and finishing should not exceed 30 minutes maximum. To control setting times, cold water should be used in hot weather and hot water used in cold weather.

CURING TREATMENT

- As per ACI recommendations for portland cement concrete, curing is required.
- Moist cure with wet burlap and polyethylene,a fine mist of water or a curing compound meeting ASTM C-309.
- Moist cure should commence immediately after finishing. If necessary, protect newly applied material from rain.
- To prevent from freezing, cover with insulating material.

LIMITATIONS

- Use only potable water
- As with all cement based materials, avoid contact with aluminum to prevent adverse chemical reaction and possible product failure. Insulate potential areas of contact by coating aluminum bars, rails, posts etc. with an appropriate epoxy such as Sikadur® Hi-Mod 32.
- Bonding agents like Sika® Armatec® 110 EpoCem and others, which cure at a slower rate than SikaQuick®-1000, should not be used. If bonding agents are used, follow cure times for the bonding agents used as a guide prior to putting SikaQuick®-1000 in service. Assure suitability with the manufacturer of the bonding agent.
- Not a vapor barrier

BASIS OF PRODUCT DATA

Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

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DIRECTIVE 2004/42/CE - LIMITATION OF EMISSIONS OF VOC

0 g/L (EPA Method 24)

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BUILDING TRUST

PRODUCT DATA SHEET

SikaRepair®-222

ONE-COMPONENT, EARLY STRENGTH GAINING, CEMENTITIOUS PATCHING MATERIAL

PRODUCT DESCRIPTION

SikaRepair®-222 is a one-component, early strength gaining, cementitious, patching material for horizontal repair of concrete.

USES

- On grade, above and below grade on concrete and mortar
- As a repair material for spalled horizontal concrete surfaces, walkways, ramps, steps, etc.

CHARACTERISTICS / ADVANTAGES

- Easy-to-use; just add water
- Suitable for exterior and interior applications
- Not flammable
- Easily applied to clean, sound substrate
- High early strengths

PRODUCT INFORMATION

Packaging	SikaRepair®-222: 50 lb. (22.7 kg) bag SikaLatex® (R): 1 gal. (3.8 L) plastic jug and 5 gal. (19 L) pail
Appearance / Color	Gray powder
Shelf Life	12 months from date of production if stored properly in original, unopened and undamaged sealed packaging
Storage Conditions	Store dry at 40–95 °F (4–35 °C). Protect from moisture. If damp, discard material.

TECHNICAL INFORMATION

Compressive Strength (ASTM C-109)

	Water	SikaLatex® R
1 day	> 2,000 psi (13.8 MPa)	2,300 psi (15.9 MPa)
7 days	4,000 psi (27.6 MPa)	4,500 psi (31.0 MPa)
28 days	5,000 psi (34.5 MPa)	5,500 psi (37.9 MPa)

73 °F (23 °C)
50 % R.H.

Flexural Strength (ASTM C-293)

	Water	SikaLatex® R
28 days	750 psi (5.1 MPa)	1,200 psi (8.2 MPa)

73 °F (23 °C)
50 % R.H.

Splitting Tensile Strength (ASTM C-496)

	Water	SikaLatex® R
28 days	450 psi (3.1 MPa)	700 psi (4.8 MPa)

73 °F (23 °C)
50 % R.H.

Tensile Adhesion Strength (ASTM C-882 modified)*

	Water	SikaLatex® R
28 days	2,000 psi (13.8 MPa)	2,000 psi (13.8 MPa)

* Mortar scrubbed into substrate (73 °F (23 °C) and 50 % R.H.)

APPLICATION INFORMATION

Mixing Ratio
3/4 - 7/8 gal. (2.8 - 3.3 L) of liquid

Coverage

Neat	0.42 ft³ (0.01 m³)
Extended with 32 lb (14.5 kg) of 3/8" (9.5 mm) gravel	0.62 ft³ (0.02 m³)

(Coverage figures do not include allowance for surface profile and porosity or material waste)

Layer Thickness

Neat	Min.	Max.
Water and diluted SikaLatex® R	1/4" (6 mm)	1" (25 mm)
undiluted SikaLatex® R	1/8" (3 mm)	1" (25 mm)
Extended	**Min.**	**Max.**
Water and SikaLatex® R	1" (25 mm)	4" (100 mm)

Product Temperature
65–75 °F (18–24 °C)

Ambient Air Temperature
45–86 °F (7–30 °C)

Substrate Temperature
45–86 °F (7–30 °C)

Pot Life
~ 30 minutes
As the temperature will affect the pot life, application temperature:
- Above 73 °F (23 °C) will reduce the pot life and slump
- Below 73 °F (23 °C) will extend the pot life and slump

Finishing Time
~50–120 minutes

APPLICATION INSTRUCTIONS

SUBSTRATE QUALITY / PRE-TREATMENT

Surface preparation

- Surface must be clean and sound. Remove all deteriorated concrete, dirt, oil, grease, and other bond-inhibiting materials from the area to be repaired.
- Preparation work should be done by high pressure water blast, scabbler, or other appropriate mechanical means. Obtain an exposed aggregate surface with a minimum surface profile of ± 1/8" (3 mm) (CSP-6) on clean, sound concrete.
- To ensure optimum repair results, the effectiveness of decontamination and preparation should be assessed by a pull-off test.
- Substrate should be Saturated Surface Dry (SSD) with clean water prior to application. No standing water should remain during application.

Priming

- Reinforcing steel: Steel reinforcement should be thoroughly prepared by mechanical cleaning to remove all traces of rust. Where corrosion has occurred due to the presence of chlorides, the steel should be high pressure washed with clean water after mechanical cleaning. For priming of reinforcing steel use Sika® Armatec® 110 EpoCem (consult PDS).

- Concrete Substrate: Prime the prepared substrate with a brush or sprayed applied coat of Sika® Armatec® 110 EpoCem (consult PDS). Alternately, a scrub coat of SikaRepair®-222 can be applied prior to placement of the mortar. The repair mortar has to be applied into the wet scrub coat before it dries.

MIXING

- **With water**: Start with 3/4 gal. (2.8 L) of water added to the mixing vessel. Add 1 bag of SikaRepair®-222 while continuing to mix with a low-speed drill (400-600 rpm) and mixing paddle or in an appropriate mortar mixer. Add up to another 1/8 gal (0.5 L) of water to achieve desired consistency. Do not over-water.

- **With SikaLatex® R**: Pour 3/4 gal. (2.8 L) of SikaLatex® R into the mixing container. Slowly add powder, mix and adjust as above.

- **With diluted SikaLatex® R**: SikaLatex® R may be diluted up to 5:1 (water: SikaLatex® R) for projects requiring minimal polymer modification. Pour 3/4 gal. (2.8 L) of the mixture into the mixing container. Slowly add powder, mix and adjust as above.

Extension with aggregates:

- For applications greater than 1" (25 mm) in depth, add 3/8" (9.5 mm) coarse aggregate.
- The aggregate must be non-reactive (reference ASTM C-1260, C-227 and C-289), clean, well graded, SSD, have low absorption and high density, and comply with ASTM C-33 size number 8 per Table 2.
- Variances in aggregate may result in different strengths.
- The addition rate is 32 lb. (14.5 kg) of aggregate per bag. It is approximately 2.5-3 gal. (9.5-11.3 L) by loose volume of aggregate.
- Water may be varied to achieve the desired consistency. Do not over water.

APPLICATION

- The prepared mortar must be scrubbed into the substrate, filling all pores and voids. Force material against edge of repair, working toward center.
- After filling repair, consolidate, then screed.
- Allow mortar to set to desired stiffness, then finish.
- Mixing, placing and finishing should not exceed 45 minutes.

CURING TREATMENT

- As per ACI recommendations for Portland cement concrete, curing is required.
- Moist cure with wet burlap and polyethylene, a fine mist of water or a water based* compatible curing compound.
- Curing compounds adversely affect the adhesion of following lifts of mortar, leveling mortar or protective coatings.
- Moist curing should commence immediately after finishing. Protect freshly applied mortar from direct sunlight, wind, rain and frost.

* Pretesting of curing compound is recommended.

LIMITATIONS

- Use only potable water
- Not intended for use as an overlay material
- As with all cement based materials, avoid contact with aluminum to prevent adverse chemical reaction and possible product failure. Insulate potential areas of contact by coating aluminum bars, rails, posts etc. with an appropriate epoxy such as Sikadur® Hi-Mod 32
- Not a vapor barrier

BASIS OF PRODUCT DATA

Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

LOCAL RESTRICTIONS

Prior to each use of any Sika product, the user must always read and follow the warnings and instructions on the product's most current Product Data Sheet, product label and Safety Data Sheet which are available online at http://usa.sika.com/ or by calling Sika's Technical Service Department at 800.933.7452 nothing contained in any Sika materials relieves the user of the obligation to read and follow the warnings and instructions for each Sika product for each Sika product as set forth in the current Product Data Sheet, product label and Safety Data Sheet prior to product use.

ECOLOGY, HEALTH AND SAFETY

Keep container tightly closed. Keep out of reach of children. Not for internal consumption. For industrial use only. For professional use only. For further information and advice regarding transportation, handling, storage and disposal of chemical products, users should refer to the actual Safety Data Sheets containing physical, ecological, toxicological and other safety related data. Read the current actual Safety Data Sheet before using the product. In case of emergency, call CHEMTREC at 1-800-424-9300, International 703-527-3887.

DIRECTIVE 2004/42/CE - LIMITATION OF EMISSIONS OF VOC

0 g/L (EPA Method 24)

LEGAL NOTES

Prior to each use of any Sika product, the user must always read and follow the warnings and instructions on the product's most current Product Data Sheet, product label and Safety Data Sheet which are available online at http://usa.sika.com/ or by calling Sika's Technical Service Department at 800-933-7452. Nothing contained in any Sika materials relieves the user of the obligation to read and follow the warnings and instruction for each Sika product as set forth in the current Product Data Sheet, product label and Safety Data Sheet prior to product use. SIKA warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within shelf life. User determines suitability of product for intended use and assumes all risks. Buyer's sole remedy shall be limited to the purchase price or replacement of product exclusive of labor or cost of labor. No other warranties express or implied shall apply including any warranty of merchantability or fitness for a particular purpose. Sika shall not be liable under any legal theory for special or consequential damages. Sika shall not be responsible for the use of this product in a manner to infringe on any patent or any other intellectual property rights held by others. Sale of Sika products are subject to Sika's terms and conditions of sale available at http://usa.sika.com/ or by calling 201-933-8800.

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Version: June 21, 2010

MAPEI®

Planicrete® AC

Acrylic Latex Admixture for Mortar and Concrete

DESCRIPTION

Planicrete AC is a one-component, concentrated liquid latex admixture used to enhance the performance of cementitious repair mortars, plasters, stuccos, concrete mixes and toppings for the restoration of horizontal, vertical and overhead concrete; concrete masonry units (CMU); and masonry surfaces.

FEATURES AND BENEFITS

- Prepackaged for easy field use and control
- Optimizes bond to existing concrete substrates
- Improves resistance to abrasion and freeze/thaw cycles
- Non-reemulsifiable

INDUSTRY STANDARDS AND APPROVALS

ASTM: Exceeds requirements of C-1059 Type I and II (used undiluted)

WHERE TO USE

- Use as an admixture for horizontal, vertical and overhead exterior and interior structural concrete repairs and concrete toppings. When mixed with cementitious materials, *Planicrete AC* is suitable for precast, cast-in-place, post-tensioned and prestressed concrete repair.
- Use as a slurry bondcoat when mixed with Portland cement and dry sand to enhance adhesion of mortars and toppings to concrete substrates.
- Use with cement plaster and stucco to increase adhesion and to reduce cracking.
- Use *Planicrete AC* with specified MAPEI products to improve adhesion, product performance and curing (see applicable Technical Data Sheets for details).
- Use as an admixture for interior or exterior floating toppings where a minimum thickness of 1-3/8" (3,5 cm) or greater can be placed on top of bond-breaking membrane and proper reinforcement.
- Use in repair mortars, concrete mixes and toppings to improve resistance to freeze/thaw cycles and to reduce permeability to de-icing salts.
- *Planicrete AC* is ready-to-use, concentrated and non-reemulsifiable, according to American Concrete Institute (ACI).

LIMITATIONS

- Do not install over substrates containing asbestos.
- *Planicrete AC* enhances the performance of cementitious materials for bonded plaster, stucco, concrete repairs and topping. *Planicrete AC* also adds higher resistance to abrasion than ordinary cement and sand repair screeds.
- *Planicrete AC* is prepackaged for easy field use and control. Add water to *Planicrete AC* for specific application (see Section 2, “Mixing").
- *Planicrete AC* should not be used by itself as a bonding agent. Always mix with Portland cement and sand (or designated MAPEI products) to provide a slurry bondcoat for repair materials. Do not let the slurry bondcoat dry, or it can become a bond breaker.
- Mortars enhanced by *Planicrete AC* adhere better to existing properly prepared concrete surfaces. Before application of repair materials, mechanically roughen the concrete surface, saturate surface-dry (SSD) and

scrubcoat to ensure a secure bond. Apply a bonding agent (*Planibond® 3C* or *Planibond EBA* [see Technical Data Sheets for details]) or a slurry bondcoat to the properly prepared surface. Quickly apply the repair mix while the slurry bondcoat is still wet.

- *Planicrete AC* can only be used between 45°F to 95°F (7°C to 35°C).

  Note: Cool, damp and humid conditions will slow the rate of hydration and will cause higher moisture retention in repair mortars, concrete mixes and toppings for a longer period of time.
- Protect from freezing. If product is frozen, discard it properly per local requirements.
- *Planicrete AC* may only be used in conjunction with *Planitop®* and *Mapecem®* products when required in their Technical Data Sheets.

SUITABLE SUBSTRATES

- Properly prepared masonry and concrete at least 28 days old, stable and dry.

Contact MAPEI's Technical Services Department for installation recommendations regarding substrates and conditions not listed.

SURFACE PREPARATION

- All substrates must be structurally sound, stable and solid, with all loose materials removed.
- Thoroughly clean the surface of any substance that could interfere with the bond of the installation material, including dirt, paint, tar, asphalt, wax, oil, grease, latex compounds, form release agents, laitance, loose toppings, foreign substances and any other residues.
- Concrete surfaces must be mechanically profiled and prepared by shotblasting, sandblasting, diamond-grinding, water-jetting, scarifying or other engineer-approved methods to obtain an acceptable profile. Reference ICRI CSP Standards 2 to 5 for plaster and stuccos, and CSP Standards 7 to 9 for slurry bond coats for bonded repairs and toppings.
- Concrete substrate and ambient room temperatures must be between 45°F and 95°F (7°C and 35°C) before application. Temperatures must be maintained within this range for at least of 72 hours after the installation of repair mortars and toppings.
- Do not apply over standing water or wet surfaces.

MIXING

Note: Choose all appropriate safety equipment before use. Refer to Material Safety Data Sheet (MSDS) for more information.

Suggested dilution ratios

- Standard ratio: 1 part *Planicrete AC* to 3 parts water (1:3) – used for standard mortars, pointing mortars, plaster, and stucco.
- Improved performance ratio: 1 part *Planicrete AC* to 2 parts water (1:2) – used for repair mortars.
- Better performance ratio: 1 part *Planicrete AC* to 1 part water (1:1) – used for repair mortars.
- Best performance ratio for reduced shrinkage to wear surfaces: 2 parts *Planicrete AC* to 1 part water (2:1) – used for large overlays and toppings.
- Slurry bondcoat: Use undiluted *Planicrete AC* mixed with Portland cement and sand.

Mixing in a pail

1. Into a clean mixing pail, pour 4/5 of the required amount of cool, clean, mixed *Planicrete AC*.
2. Slowly add cement/sand mixes to liquid while mixing, using a low-speed mixer. Next add the remaining 1/5 of mixed *Planicrete AC* to achieve the desired consistency. Mix for up to 4 minutes, removing any unmixed powder, and remix to a smooth, homogenous consistency.
3. Do not overmix. Overmixing can cause air entrapment, which could shorten pot life.
4. Do not add more liquid than recommended, or the system will not perform as desired.
5. Do not mix more material than can be applied within a workable period.

Mortar or concrete mixer

1. Stop mixing paddles when adding mixed *Planicrete AC* to the mixer.
2. Start the mixer at slow speed and add cement, sand and aggregates per the mix design. During the mixing process, adjust the quantity of liquid to ensure a plastic consistency.
3. Do not overmix. Overmixing can cause air entrapment, which could shorten pot life.
4. Do not add more liquid than recommended, or the system will not perform as desired.
5. Do not mix more material than can be applied within a workable period.

PRODUCT APPLICATION

On floors

1. Read all installation instructions thoroughly before installation.
2. Place slurry bondcoat onto a saturated surface-dry (SSD) and properly prepared concrete surface.
3. Place repair mortar or topping onto the slurry bondcoat while it is still wet. For exterior applications, provide uniform slopes to drains for water management.
4. When encountering exposed reinforcing steel bars, clean bars and coat with *Mapefer™ 1K* or *Planibond 3C* (see Technical Data Sheet for details) to protect against corrosion and to improve adhesion.

Product Performance Properties

Laboratory Tests	Results
Physical state	Liquid
Color	Off-white
Density	8.51 lbs. per U.S. gal. (1,02 g per mL)
Flammability	Flame spread: 0 Fuel contribution: 0 Smoke development: 0
pH	7
Application temperature range	45°F to 95°F (7°C to 35°C)

Suggested Mixes	
Mix 1	**Mortar for Toppings 3/8" to 1" (10 mm to 2,5 cm)**
Portland cement, Type 1 (Type 10)	55 lbs. (24,9 kg)
Dry sand	163 lbs. (73,9 kg)
Planicrete AC (concentrate)	3.7 U.S. gals. (14,0 L)
Approximate yield	1.52 cu. ft. (0,043 m^3)
Flow (ASTM C230)	126%
Mix 2	**Mortar for Toppings 3/8" to 1" (10 mm to 2,5 cm)**
Portland cement, Type 3 (Type 30)	55 lbs. (24,9 kg)
Dry sand	163 lbs. (73,9 kg)
Planicrete AC (concentrate)	2.76 U.S. gals. (10,4 L)
Approximate yield	1.61 cu. ft. (0,046 m^3)
Flow (ASTM C230)	Dry pack
Mix 3	**Mortar for Toppings 1" to 4" (2,5 to 10 cm)**
Portland cement, Type 1 (Type 10)	42 lbs. (19,0 kg)
Dry sand	104 lbs. (47,2 kg)
Aggregate 3/8" (10 mm) nonreactive, washed and dry	62 lbs. (28,1 kg)
Planicrete AC (concentrate)	2.64 U.S. gals. (9,99 L)
Approximate yield	1.58 cu. ft. (0,045 m^3)
Slump (ASTM C143, CAN/CSA-A23.2-5C)	5" (12,5 cm)

Mix Performance Properties

	Mix 1	Mix 2	Mix 3
Compressive Strength	(ASTM C109, CAN/CSA-A5)	(ASTM C109, CAN/CSA-A5)	(ASTM C39, CAN/CSA-23.2-9C)
1 day	> 1200 psi (8,28 MPa)	> 5250 psi (36,2 MPa)	
7 days	> 5000 psi (34,5 MPa)	> 9000 psi (62,1 MPa)	> 3750 psi (25,9 MPa)
28 days	> 6500 psi (44,8 MPa)	> 9500 psi (65,5 MPa)	> 5250 psi (36,2 MPa)
Flexural Strength	(ASTM C348, CAN/CSA-23.2-8C)	(ASTM C348, CAN/CSA-23.2-8C)	(ASTM C348, CAN/CSA-23.2-8C)
1 day	> 375 psi (2,59 MPa)	> 1125 psi (7,76 MPa)	
7 days	> 1250 psi (8,62 MPa)	> 1700 psi (11,7 MPa)	> 800 psi (5,52 MPa)
28 days	> 1650 psi (11,4 MPa)	> 1850 psi (12,8 MPa)	> 900 psi (6,21 MPa)
Pull-Out Strength (Rupture of Concrete)	(CAN/CSA-23.2-6B)	(CAN/CSA-23.2-6B)	(CAN/CSA-23.2-6B)
3 days	> 165 psi (1,14 MPa)	> 275 psi (1,90 MPa)	> 225 psi (1,55 MPa)
7 days	> 350 psi (2,41 MPa)	> 300 psi (2,07 MPa)	> 450 psi (3,10 MPa)
28 days	> 435 psi (3 MPa)	> 325 psi (2,24 MPa)	> 500 psi (3,45 MPa)

Physical characteristics of mixes will vary based on local raw materials and mixing ratios. The above guidelines represent what can typically be anticipated with the designated mix design.

Shelf Life and Application Properties

Shelf life	2 years in original container, sealed airtight and stored in a dry, heated and covered place

Protect containers from freezing in transit and storage. Provide for heated storage on site and deliver all materials at least 24 hours before work begins.

CSI Division Classifications

Common Work Results for Concrete	03 05 00

Packaging

Product Code	Size
7013004	Jug: 1 U.S. gal. (3,79 L)
7013020	Pail: 5 U.S. gals. (18,9 L)

Planicrete® AC

On walls

1. Read all installation instructions thoroughly before installation.
2. Before the application of the mortar mix, apply a slurry bondcoat of *Planicrete AC* onto the properly prepared surface.
3. While the slurry bond coat is still wet, apply the repair mortar to the required thickness using a margin trowel. Work the mortar into the slurry bondcoat to promote a mechanical bond to the substrate. Do not spread mortar on a dry or partially dry slurry bondcoat because a dry slurry bond coat will act as a bond breaker.

CURING

1. Protect from excessive heat or draft conditions during the first 24 to 72 hours of curing. Alternatively use damp burlap, polyethylene sheeting or water-based curing compound. Excessive heat and/or wind could cause premature surface drying and result in cracking. Do not use solvent-based curing compounds.
2. Cure cement-based mixes modified with *Planicrete AC* for at least 5 to 7 days at 73°F (23°C) before total immersion (ponds, pools, planter walls, cisterns, water tanks, etc.).

CLEANUP

- Wash hands and tools promptly with water before material hardens. Cured material must be mechanically removed.

Refer to MAPEI's MSDS for specific data related to VOCs, health and safety, and handling of product.

STATEMENT OF RESPONSIBILITY

Before using, user shall determine the suitability of the product for its intended use and user alone assumes all risks and liability whatsoever in connection therewith. **ANY CLAIM SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING TO US WITHIN FIFTEEN (15) DAYS FROM DATE IT WAS, OR REASONABLY SHOULD HAVE BEEN, DISCOVERED.**

We proudly support the following industry organizations:

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For the most current BEST-BACKED™ product data and warranty information, visit www.mapei.com.

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City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-694

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

Agenda Date: 11/10/2020

Status: CITY COMMISSION BUSINESS

In Control: City Commission

Title
Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, urging the Florida Department of Transportation to revert back to FDOT's prior funding and administration practices for Complete Streets and Other Localized Initiative Program (CSLIP) Projects on Local Roadways; providing for distribution and an effective date.

Recommended Action
Commission to vote on Resolution

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

Background/History
The Complete Streets and Other Localized Initiative Program ("CSLIP") coordinated by the Broward Metropolitan Planning Organization (the "MPO") provides funding for local transportation projects, which improve the safety and mobility for all transportation users. The Florida Department of Transportation has been the main agency to complete the design and construction for CSLIP projects on municipal rights-of-way.

Current Activity
On July 9, 2020, the MPO considered policy changes to CSLIP due to the fact that FDOT will no longer administer projects on local roadways. As a result, CSLIP projects will be required to be delivered by municipalities under the LAP funding mechanisms, resulting in projects not being fully funded as they were in the past.

The LAP process will require the City to fund and perform design and permitting services for projects. The City will also be required to cause the construction of the project and will be reimbursed for construction costs up to the awarded amount. The LAP process is highly complex and requires the City to obtain a certified staff position to manage the many elements of the LAP. The burden on the City to fund CSLIP projects has significantly gone up. In most cases where the construction costs exceed $1M, the added cost to the City will be 28% of the construction cost (excluding program management costs).

Recommendation
Approval of resolution is recommended.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, URGING THE FLORIDA DEPARTMENT OF TRANSPORTATION TO REVERT BACK TO FDOT'S PRIOR FUNDING AND ADMINISTRATION PRACTICES FOR COMPLETE STREETS AND OTHER LOCALIZED INITIATIVE PROGRAM (CSLIP) PROJECTS ON LOCAL ROADWAYS; PROVIDING FOR DISTRIBUTION AND AN EFFECTIVE DATE

WHEREAS, the Complete Streets and Other Localized Initiative Program (the "CSLIP") coordinated by the Broward Metropolitan Planning Organization (the "MPO") provides funding for local transportation projects, which improve the safety and mobility for all transportation users; and

WHEREAS, the Florida Department of Transportation ("FDOT") has been the main agency to complete the design and construction for CSLIP projects on municipal rights-of-way; and

WHEREAS, on July 9, 2020, the MPO considered policy changes to CSLIP due to being informed that FDOT will no longer administer projects on local roadways; and

WHEREAS, as a result, CSLIP projects would be required to be delivered by municipalities under the Local Agency Program ("LAP") funding mechanisms, resulting in projects not being fully funded as they were in the past; and

WHEREAS, the LAP process is highly complex and requires the City to obtain a certified staff position to manage the many elements of the LAP; and

WHEREAS, additionally, the LAP process will require the City to fund and perform design and permitting services for projects; and

WHEREAS, the City Commission deems it to be in the best interests of the City to urge FDOT to revert back to FDOT's prior funding and administration practices for CSLIP Projects on local roadways.

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

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

Section 2. The City Commission hereby urges FDOT to revert back to FDOT's prior funding and administration practices for CSLIP Projects on local roadways.

Section 3. The City Clerk is hereby directed to distribute copies of this Resolution to the Executive Director of the MPO and the FDOT District 4 Secretary.

Section 4. The appropriate City officials are authorized to take all necessary actions 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