Deerfield Beach
Florida

Regular City Commission Meeting Agenda

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

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

Tuesday
December 1, 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: November 10, 2020

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Planning & Zoning Board Meeting Minutes

Attachment: October 1, 2020

Community Redevelopment Agency Meeting Minutes

Attachment: August 11, 2020, August 25, 2020

Non-Uniformed Employees' Retirement Committee Meeting Minutes

Attachment: July 14, 2020, September 8, 2020

Cultural Committee Meeting Minutes

Attachment: October 19, 2020

Hillsboro Inlet District Meeting Minutes

Attachment: October 19, 2020

APPROVAL OF THE AGENDA

December 1, 2020

ZOOM MEETING

Join Zoom Meeting by clicking the below link:
https://deerfield-beach.zoom.us/j/89227705724?pwd=VjFuUkpwU3d2bk95dUxkdXhseXh5QT09

Join Zoom Meeting via telephone by dialing:
Call-in Number: (301) 715-8592
Meeting ID: 892 2770 5724#
Participant ID: #
Passcode: 438528#

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. **Presentation by Representative Chip LaMarca regarding the upcoming 2021 Legislative Session.**

   Sponsor: Commissioner Todd Drosky

2. **Certificates of Appreciation presented to City Staff and Volunteers for their time, dedication and commitment to making the Haunted Arboretum event a success.**

   Sponsor: Commissioner Todd Drosky

3. **Certificate of Recognition presented to Vickki Placide-Pickard for 5 years of dedicated service as the Director of Legislative and Community Affairs.**

   Sponsor: Office of the City Manager

4. **Certificate of Recognition presented to Nicole Giordano for 9 years of dedicated service as the Program and Innovation Manager.**

   Sponsor: Office of the City Manager

QUASI-JUDICIAL PUBLIC HEARINGS

5. P.H. 2021-018: APPLICATION NO. 11-B2-111 Rev. 3 (Aldi Expansion – Federal Marketplace)

Applicant: Aldi Florida, LLC represented by Thomas Engineering Group, LLC.

Proposal: Major site plan application seeking approval to expand the existing Aldi Supermarket from 15,945 SF to 17,568 SF (addition of 1,623 SF) with associated site and parking lot improvements to terminal islands, parking spaces, and sidewalk

Location: The property is generally described as CENTRUM FEDERAL 180-103 B PARCEL A, more particularly described in the file, and located at 747 South Federal Highway.

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: Aldi Expansion

6. P.H. 2021-019: CASE NO. 778 (Aldi Sign Variance – Federal Marketplace)

Applicant: Aldi Florida, LLC represented by Thomas Engineering Group, LLC

Proposal: Seeking approval of a SIGN VARIANCE from the provisions of the Deerfield Beach Land Development Code Section 102-8 (c)(2)(a) to allow a second building sign on the south elevation not facing a street, in lieu of the one building sign per street frontage as permitted by Code.

Location: The property is generally described as CENTRUM FEDERAL 180-103 B PARCEL A, more particularly described in the file, and located at 747 South Federal Highway.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Aldi Sign Variance

7. P.H. 2021-020: APPLICATION NO. 20-RS5-1, CONDITIONAL USE CASE NO. 2521 AND VARIANCE CASE NO'S 2532 & 2533 (Project Name: Radiant Living Worship Center)

Applicant: Radiant Living Worship Center, Inc. represented by Juliette Schiff of Asante Design Group, LLC.

Proposal: Major site plan application seeking approval to construct a 4,992 square foot church with additional off-site parking; Conditional Use application (Case No. 2521) to permit a church in the RS-5 (Residence, Single-Family) zoning district; AND seeking approval of two (2) variances (Case Nos. 2532 and 2533) from the Deerfield Beach Land Development Code to 1) waive the requirement to construct a 6 foot concrete wall when a nonresidential use is located within a residential zone as required by Code Section 98-77(3), and 2) waive the requirement to provide improvements to the curbs, gutters, and drainage as required by Code Section 98-19(18).

Location: The property is generally described as several parcels of land in W L BRACKNELL SUB 5-24 PB LOT 12 , LOT 9 , LOT 8 AND 31-47-43 BEG 75 W OF SE COR OF W1/2 OF NE1/4 OF SW1/4 OF SW1/4,N 50,W 75,S 50,E 75 TO POB & S 363 OF W1/2 OF NE1/4 OF SW1/4 OF SW1/4 LESS:COMM AT SE OF SAID W1/2,N, more particularly described in the file, and located at 321, 331, 341, & 411 NE 1st Avenue.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Radiant Living Worship Center

PUBLIC HEARING

8. **P.N. 2021-004: Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the program year 2019/2020 Consolidated Annual Performance and Evaluation Report ("CAPER") for Housing and Community Development Programs; authorizing submission of the CAPER to HUD; providing for implementation and an effective date.**

   Suggested Action: Commission to vote on Resolution

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

   Sponsor: Department of Legislative and Community Affairs

   Attachment: CAPER

PUBLIC HEARINGS – SECOND READING

9. **P.H. 2021-021: 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

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

   Sponsor: Department of Planning & Development Services

   Attachment: Capital Improvements Element

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 APPOINTMENTS

10. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, removing Tracey Williams from the Education Advisory Board; appointing Karen Shelly to the Education Advisory Board to fulfill Ms. Williams's unexpired term; 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: Vice Mayor Bernie Parness

    Attachment: Education Advisory Board Appointment

11. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing William Lane as a regular member to the Planning & Zoning Board; 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: Vice Mayor Bernie Parness

    Attachment: Planning & Zoning Board Appointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

12. **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 January 17, 2021; 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

13. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the amendment to the agreements with Waste Management Inc. of Florida for Recycling Processing Services; authorizing execution of the Amendment; providing for implementation and an effective date.**

    Suggested Action: Commission to vote on Resolution

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

    Sponsor: Department of Sustainable Management

    Attachment: Recycling Processing Services

14. **Motion concerning letter of support regarding the Tallman Pines Project.**

    Suggested Action: Motion on decision of Commission

    Sponsor: Department of Planning & Development Services

    Attachment: Tallman Pines IV, LLC

15. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with Broward County for Fiscal Year 2020-2021 Disbursement of HOME Program Funds for the Homebuyer Purchase Assistance Program in the amount of $99,858; providing for execution; providing for implementation and an effective date.**

    Suggested Action: Commission to vote on Resolution

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

    Sponsor: Department of Legislative and Community Affairs

    Attachment: Homebuyer Purchase Assistance Program

16. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with Broward County for Fiscal Year 2020-2021 Disbursement of HOME Program Funds for the Housing Rehabilitation Program in the amount of $99,858; providing for execution; providing for implementation and an effective date.**

    Suggested Action: Commission to vote on Resolution

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

    Sponsor: Department of Legislative and Community Affairs

    Attachment: Housing Rehabilitation Program

17. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Older Americans Act ("OAA") Contract #JA121-06-2021 with the Areawide Council on Aging of Broward County, Inc. for Center for Active Aging Services in an amount not to exceed $190,476.71; authorizing execution of the OAA Contract; providing for implementation and an effective date.**

    Suggested Action: Commission to vote on Resolution

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

    Sponsor: Department of Active Aging

    Attachment: Older Americans Act

18. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Third Amendment to Contract #JP119-06-2020 with the Areawide Council on Aging of Broward County, Inc. concerning council funding for the Center of Active Aging Emergency Home Energy Assistance Program; authorizing execution of the Third Amendment; and providing an effective date. *(Fiscal Impact: Funding in the amount of $53,238.28)***

    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

19. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the grant of a 10-foot wide utility easement at 401 SW 4th Street to Florida Power & Light; authorizing execution of the Easement Agreement; providing for implementation, conflicts, and an effective date. *(Funds from Account #453-4558-534-60-43 - Equipment)***

    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: FP&L Utility Easement

20. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Underground Distribution Facilities Installation Agreement with Florida Power & Light for the installation of underground facilities at the Central City Campus; authorizing the City Manager to execute the Agreement; and providing for an effective date. *(Funds from Account #453-4558-534-60-43 - Equipment)***

    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: Underground Distribution Facilities Installation Agreement

21. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield, Florida, accepting the Investment Policy and Internal Controls Certification from the City's Chief Financial Officer for the fiscal year ending September 30, 2020; providing for an effective date.**

    Suggested Action: Commission to vote on Resolution

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

    Sponsor: Department of Financial Services

    Attachment: Investment Policy and Internal Controls Certification

22. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals #21-06-IG for Financial Advisory Services; authorizing execution of an Agreement with the number one ranked firm Dunlap & Associates, Inc., for a term of three years with two additional two year renewal terms; providing for implementation and an effective date.** ***(Funds from Account #001-0600-513-32-99 - Other Contractual Services)***

    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: Dunlap & Associates, Inc.

23. **Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Agreement with GTECHNA USA Corporation for Parking and Traffic Enforcement Software for a three-year term with two one-year renewals; authorizing execution of the Agreement with GTECHNA USA Corporation in an annual amount not to exceed $21,000; providing for implementation and an effective date.** ***(Funds from Account #001-3008-545-30-01 - Software Maintenance and Account #001-3008-545-34-12 - Web Hosting)***

    Suggested Action: Commission to vote on Resolution

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

    Sponsor: Department of Financial Services

    Attachment: GTECHNA USA Corporation

COMMENTS BY ADMINISTRATION & LEGAL

24. Fiscal and Economic Impact Update.

Sponsor: Office of the City Manager

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, January 5, 2021

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, November 10, 2020 | **7:00 PM** | **Commission Chambers**

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., in the City Commission Chambers, City Hall, Deerfield Beach.

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

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

Absent: 1 – Vice Mayor Bernie Parness (excused)

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

There was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MEETING MINUTES

Regular City Commission Meeting Minutes – October 6 & October 20, 2020

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

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, and Mayor Ganz

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Marine Advisory Board Meeting Minutes - January 16, 2020

Hillsboro Inlet Meeting District Meeting Minutes - September 14, September 21 (Budget Hearing), & September 21, 2020

Community Appearance Board Meeting Minutes - September 23, 2020

MOTION was made by Commissioner Preston, seconded by Commissioner Drosky, acknowledging the board minutes. Voice Vote:

ACKNOWLEDGEMENT OF CITY BOARD MINUTES – CONTINUED

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, and Mayor Ganz

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

November 10, 2020

MOTION was made by Commissioner Preston, seconded by Commissioner Drosky, to approve the agenda as submitted. Voice Vote:

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, and Mayor Ganz

Nays: 0

Mayor Ganz asked that Vice Mayor Parness' absence be excused due to illness.

MOTION was made by Commissioner Drosky, seconded by Commissioner Preston, to approve Vice Mayor Parness' absence as excused. Voice Vote:

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, and Mayor Ganz

Nays: 0

David Santucci, City Manager, advised that Item 25 on the agenda is no longer necessary and Item 26 is being added for an emergency purchase.

MOTION was made by Commissioner Drosky, seconded by Commissioner Hudak, to approve the agenda as amended. Voice Vote:

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, and Mayor Ganz

Nays: 0

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.

Mayor Ganz recognized Roger Pitts who has been with the City since February 8, 1995. He has worked hard and always had the residents and his team's best interest at heart. He continued to outline Mr. Pitts' accomplishments and willingness to work as a team. Lastly, he thanked Mr. Pitts for 25 years of dedicated service.

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

Mayor Ganz presented a proclamation outlining Small Business Saturday; whereas, there are 30.7 million small businesses in the United States. Mayor Ganz outlined other demographics related to small businesses. The City supports its local businesses as they create jobs, boost the local economy and preserve communities. In the past five (5) years, Deerfield Beach has actively promoted Shop Local Campaigns and endorsed the Saturday after Thanksgiving, Small Business Saturday. He encouraged residents to shop small on Saturday, November 28, 2020 and all year long.

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

AWARDS & RECOGNITION – CONTINUED

Commissioner Preston explained why he was offering the certificate of appreciation to Mr. Strassburg who freely donated a recliner to a Deerfield Beach resident who was stricken by an aneurism resulting in her being confined to a supine position in bed. Commissioner Preston thanked Mr. Strassburg for his generosity and kindness as it has made a difference.

4. Presentation by FDOT regarding Powerline Road.

Kris McKirdy, Florida Department of Transportation Roadway Engineer, said Betsy Jeffers, Marlin Engineering, is the consultant being used for the resurfacing project on Powerline Road that is currently in design. Ms. McKirdy said she met with City staff to discuss the project and improvements staff would like to include. Thereafter, Ms. Jeffers continued the presentation.

Ms. Jeffers said this project is for resurfacing restoration on Powerline Road, starting at NW 30th Place in Pompano Beach, going south to West Drive, Quiet Waters Park main entrance, in Deerfield Beach. Ms. Jeffers outlined the intent and scope of the project, milling and resurfacing, ADA upgrades for ramps and sidewalks, stripped bike lanes to accommodate for buffered bike lanes and signalization. Signalization changes include high emphasis striping to be installed at signalized crosswalks, count down for pedestrian signals and others. Additionally, Ms. Jeffers advised that the lanes are an existing 12 feet to 11 feet which allows for a 6 feet buffer bike lane. The existing sidewalks vary from 5 feet to 6 feet, depending on whether it is buffered and will remain the same. If the City wishes to include enhancements for the project, there is an opportunity with crosswalks and other features.

Continuing, Ms. Jeffers outlined the project schedule with the initial engineering phase in March 2021, whereby, the plans will be 50% complete and all scope items are included in the plans. In September 2021, the constructability phase will be approximately 80% complete the last review phase is the biddability phase, March 2022. If the City intends on adding new enhancements to the project, FDOT will send out a commitment letter in December 2020 to include the enhancements in the design. Moreover, production is July 2022, wherein, the plans are complete; bidding will begin in November 2022, and construction will start approximately four (4) months after.

Commissioner Hudak said FDOT has the same type project on Federal Highway. At SE 2nd Court, the bike lane is being terminated and picked up after Hillsboro Boulevard; therefore, bicyclists will not have any other option but to ride with cars for two (2) blocks. With the Powerline Road project, bike lanes stop at West Road but the City continues for an additional two (2) miles. He asked what is being recommended for bicyclists to continue for the additional two (2) miles. Commissioner Hudak suggested continuing to the County line for consistency. He also commented on the issues with bike lanes on Dixie Highway.

Ms. Jeffers replied that while she understands Commissioner Hudak's concerns, this project offers resurfacing; unfortunately, projects are not always funded for an extended number of miles. Nevertheless, there is another project forthcoming.

Ms. McKirdy said there is a project in the work program for where the project ends, but maybe five (5) years away.

Commissioner Hudak continued to comment on the lack of safety for bicyclists with these conditions.

Ms. Jeffers explained that there is an entrance to Quiet Waters so cyclists can exit the street. Additionally, the roads have to be resurfaced and it has to be done systematically or they will never be done.

Commissioner Drosky expressed concerns with the project as well. Where the project ends on West Drive, south of 10th Street, Powerline Road is a six-lane facility and north of 10th Street, it is a four-lane facility. Heading northbound on Powerline, there is one-lane to the east that turns right into West Drive and traffic going northbound is not aware that it ends then traffic attempts to merge; whereas, the public needs more notification that the lane is ending.

Ms. Jeffers replied that it can be addressed in this project with additional signage and communication.

Commissioner Drosky said more than signage is needed and recommended delineators like those on eastbound Hillsboro Boulevard at Dixie Highway, which have been shown to be helpful.

AWARDS & RECOGNITION – CONTINUED

Ms. Jeffers said they will check for additional safety measures.

Commissioner Drosky asked for clarification on when construction would end.

Ms. Jeffers replied that construction takes 16 to 22 months for resurfacing, but it is not set in stone.

Commissioner Hudak said when lanes are reduced, the bicycle lane is moved to the middle of the road and it becomes hazardous for bicyclists. He asked that it be considered and avoid these type issues in the future.

Mayor Ganz said he understands FDOT's policy to have connectivity with bike lanes on these projects, but it does not make a lot of sense when they end up being roads to nowhere. There must be a common sense approach on how the terminus on this project is handled.

Ms. McKirdy said that as this projects moves forward, it is only a resurfacing job and while recommendations can be made, they can only do what is allowed.

Mayor Ganz reiterated the need to find a better way of ending the projects which he will address with Secretary O'Reilly.

Ms. Jeffers said the standard way for bike lanes to end is going from the outside to the middle.

Mayor Ganz asked that it be considered.

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.**

Eric Power, Director of Planning & Development Services, said a developer wishes to build a single family home and the abandonment is required to be presented to the City Commission. The applicant has already dedicated a new drainage easement.

Commissioner Preston asked if there is any infringement on any existing infrastructure in that area.

Mr. Power replied no.

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 Commissioner Preston, to approve Item #5, adopted Resolution 2020/156. Roll Call:

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, and Mayor Ganz

Nays: 0

PUBLIC HEARING – 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.

The Ordinance was read by title only.

Eric Power, Director of Planning & Development Services, advised that this item is presented to the Commission annually as required by the State of Florida. After the second reading, it will be presented to the State. Additionally, nothing is changing tonight and everything discussed was approved by the Commission with the Capital Improvement Plan back in September.

Mayor Ganz opened the public hearing.

Lisa Farr, 1100 SE 15th Avenue, Deerfield Beach, asked if there is an item within the plan that deals with the bridges in the Cove.

David Santucci, City Manager, replied yes, the bridges are addressed in the Capital Improvement Plan; thereafter, he asked staff to discuss with Ms. Farr. Additionally, he explained that the rehabilitation of bridges is included in the Capital Improvement Plan. When the County originally tried to adopt the half cent surtax for infrastructure/transportation, each municipality was asked to provide a list of all projects and bridge rehabilitation was included. Further, rehabilitation for those bridges ended up in the existing Broward County surtax funded project plan. Additionally, staff wants to receive input from the impacted residents and although funds are allocated for the project, the surtax plan can be amended which delays possible funding from the County.

Mayor Ganz reopened the public hearing.

Myra Tucker Joeckel, 1549 SE 6th Street, Deerfield Beach, asked for an update on the Cove bridges, whether they are being rehabilitated or removed/replaced.

Tom O'Dea, 1529 SE 12th Court, Deerfield Beach, commented on the importance of the Cove bridges for the residents as well as the use for emergency services. Mr. O'Dea explained that removal of the bridges would harm the quality of life, reduce property values and jeopardize their safety. Thereafter, he outlined comments from the City workshop on the Cove bridges, use of County funds to repair the bridges, increase of emergency response time if bridges are removed and an increase in traffic. Mr. O'Dea also encouraged seeking public grants to replace the bridges.

Robert Dimond, 1332 SE 7th Street, Deerfield Beach, said the bridges have been an issue for the past 20 years. He spoke in opposition to demolishing the bridge because other utilities would have to be changed and is unsure if that has changed since then. Mr. Dimond provided various reasons why the bridges should not be closed, increased traffic and safety for pedestrians.

Marly Silverman, 1248 SE 8th Street, Deerfield Beach, said the bridges need to be saved.

Warren Fronte, 1549 SE 9th Street, Deerfield Beach, said he is willing to donate time to assist with the Cove bridges.

Julie Gilmore, 1000 SE 14th Drive, Deerfield Beach, said there have been a lot of positive changes in the Cove and spoke in favor of keeping the bridges. Additionally, since funds have been allocated to fix the bridges, they be repaired and not demolished.

Megan Hasselman, 1522 SE 10th Street, Deerfield Beach, agreed with previous speakers and keeping the bridges.

PUBLIC HEARING – FIRST READING – CONTINUED

Tinka Ellington, 1517 SE 6th Street, Deerfield Beach, spoke in support of keeping the Cove bridges.

Yolaine Bonner, 866 SE 12th Terrace, Deerfield Beach, spoke in support of repairing the Cove bridges as they are regularly utilized.

Marisza Lopato, 1508 SE 6th Street, Deerfield Beach, said a new bridge would be exceptionally large. She also commented on additional traffic and how removal of the bridges would disrupt the neighborhood negatively. Lastly, the cost of the bridge and bringing to today's standards should be considered.

Stephanie Vollack, 1648 SE 4th Court, Deerfield Beach, said she has asked other engineers if the bridges must be built to FDOT standards as the design is huge. She also expressed various concerns with a new bridge as it would be raised four (4) to five (5) feet or if it could be raised only two (2) feet for additional clearance. Ms. Vollack explained that to accommodate FDOT's requirement, it would have to be built wider which she does not agree.

Mayor Ganz closed the public hearing. He said the Commission is not looking to slip the project by the public but there is a process. The bridges have a tremendous impact on quality of life and their community; therefore, the feedback is appreciated. Mayor Ganz asked that the questions be answered by staff and provided to the public through various mediums.

Commissioner Preston said the Commission is here to serve the residents and assured that they can count on the Commission to mitigate any challenges they face.

Commissioner Hudak agreed with Commissioner Preston and although he is not adversely affected by changes in the Cove, any changes made should be the community's decision. He also commented on the public workshop where a presentation was given on the bridges. Furthermore, there is a survey available to discuss their views on the Cove bridges; over 600 residents have participated. Commissioner Hudak asked that the residents review the presentation first as it is available through social media, then fill out the survey which is available until November 15th.

Mr. Santucci advised the Commission that the approval of Item 6 does not have any impact on the decision of the bridges and though it is in the CIE plan, discussion of the bridges is part of the process.

Mayor Ganz said if extending the survey period is possible, it will be done. Moreover, Mayor Ganz said he does not see how removing the bridges would be a benefit to the community. He too encouraged the residents to review the presentation as there are pros and cons for all choices. There are limitations by FDOT, i.e. funding, but believes a solution is possible if everyone works together and communicates. Thereafter, he reopened the public hearing.

Lyn Tilley, 1101 SE 15th Avenue, Deerfield Beach, said the survey needs to be extended as a lot of people are unaware.

The public hearing was closed.

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to approve Item #6 on first reading. Roll Call:

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, and Mayor Ganz

Nays: 0

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.

PUBLIC HEARING – FIRST READING – CONTINUED

The Ordinance was read by title only.

Samantha Gillyard, City Clerk, advised that pursuant to Ordinance 2009/006, City of Deerfield Beach Code of Ethics, the applicant's representative, Dennis Mele, made the following campaign contributions: Commissioner Todd Drosky, January 10, 2017 - $500; Mayor Bill Ganz, February 14, 2017 - $500; Commissioner Michael Hudak, January 28, 2019 - $500.

Dennis Mele, 200 E. Broward Boulevard, Fort Lauderdale, said the project encompasses NE 2nd Street to NE 4th Street, Eller building. The current land use for the designated property is commercial land use with residential; the proposed land use is irregular residential (48.6) and includes the entire property. Both the commercial portion and small portion in the rear is residential. Current zoning is mixed, whereby, the front portion from 4th Street to 2nd Street, on Federal is zoned B-2 and behind the building is RM-10. Thereafter, photos of the current facility were displayed. Within the property are FP&L power lines going north to south. The applicant has asked FP&L to bury the power lines behind the property; whereas, staff has made this a condition of approval if approved by FP&L. Additionally, the control boxes on Eller Street will be screened either with landscaping or artistic wrap. Additional pedestrian improvements are planned along Eller Street.

Continuing, Mr. Mele said a request has been made to FDOT for access approval. If approved, the entrance in and out of the parking garage will be on Federal Highway. Residents will use a pass to access the facility and guests will be admitted by residents. The southwest portion of the property is zoned RM-10, and the applicant is proposing a landscaped courtyard area along with a small parking lot for deliveries or other visitors. He said the goal is to have most of the traffic concentrated on Federal Highway as opposed to 2nd Street since no access to the parking garage or building will come from that street. Also, along 2nd Street, there will be an enhanced pedestrian way which coordinates with the Pioneer Grove area for landscaping. Parallel parking is also incorporated.

Furthermore, Mr. Mele said a 5-story building and parking garage which wraps around, so parking is not visible from outside. If the power lines are buried, there will be a very dense landscape buffer between the project and residential neighbors to the west; the buffer will be an 8-foot wall with trees and other landscaping around it. A landscape buffer will also be incorporated to the northeast and south. Recreational amenities include a pool court and courtyard for the residents at grade level. Mr. Mele displayed a rendering of the proposed building; whereas, the northern portion of the property line to the building, there is additional width of buffer. He further outlined the line of sight, the 8-foot buffer wall which is where the power lines are today. The goal is to assure that the residential neighbors will have line of sight blocked as much as possible by landscaping and other materials. There are a variety of elevation heights with the garage being a little lower, and although it has a fifth level, it does not need a roof, only parapets to hide the views of the cars. Currently, with B-2 zoning, building heights of 75 feet are allowed; elevations shown for the parking garage portion of the property is approximately 40 to 45 feet and residential portion is a little taller than that, but well below the 75-foot height limit allowed. The back portion with RM-10 zoning would allow buildings as tall as 35-feet, but no building will be built on the back portion, only a small parking court, amenity area, and plaza at grade.

Mr. Mele provided photos of various buildings and advised that the project will follow the City's coastal architectural palette and will work with staff to meet those standards. Regarding building heights in the area, Mr. Mele displayed a photo of River House Towers (6-stories) which is across the street from the proposed project (5-stories). Additionally, Mr. Mele explained how a traffic comparison is conducted for a land use map amendment; whereby, if the property is built out according to the current land use plan, what would it be and compared to the proposed use. This is not a comparison based on the Eller Building and vacant property, but if both properties were built out according to current and proposed land use. The analysis provided follows Broward County guidelines and considers gross acreage, land use, building size and daily trips for a.m. peak and p.m. peak. The analysis includes projected trips for the current and proposed land use; whereby, the proposed land use shows a reduction in daily trips of 1,033.

Mr. Mele said there was a community meeting via Zoom and will have additional meetings if needed. He then outlined the next steps, if approved at tonight's meeting, then to the Broward County Planning Council, Broward County Commission, Tallahassee agencies and after all final votes, it would return to the City. There will be several

PUBLIC HEARING – FIRST READING – CONTINUED

months; followed by property rezoning and site plan consideration. For the land use amendment, the consideration is for a land use amendment from current to proposed designation, with a cap being set for maximum number of units and though height is not specified, the applicant wants the Commission to be aware of their future plans. The item tonight only approves changing the land use map, not the final design which will be considered at a later time.

Commissioner Drosky spoke in support of the project. He said he has previewed the project with Mr. Mele and his staff and believes this could be a gateway project to the City. Further, he encouraged Mr. Mele to be bold in the design as this project will be seen going into Boca Raton; whereby, if this is done correctly, may result in the impetus for redevelopment of the north Federal Highway corridor.

Commissioner Preston asked if staff has any concerns and why this change would be good for the City. Further, he expressed skepticism with the traffic study and wants to know how the residents will not be challenged with a lot of extra traffic.

Mr. Mele replied that a traffic engineer is hired to produce a traffic analysis and the City retains a traffic engineer of its own to review the analysis and make recommendations. If improvements are needed, the applicant reviews and if the improvements are necessary, they are made. Although it is believed the traffic will be less, and the City's traffic engineer will confirm, if improvements are needed, they can ask, then considered and if deemed necessary, they will become conditions of approval moving forward, whether it is part of the rezoning or site plan.

Commissioner Hudak said the residents in the area are used to having a vacant lot so the traffic associated with that lot is generated by events, which is minimal. Notwithstanding, the lot will be developed and if developed as a commercial property, the traffic would be substantially greater than with a residential property; therefore, he supported the residential property. Also, two (2) blocks away, there is a fire station that will be adversely affected by additional residents; thus, the impact to the fire station should be considered as well.

Mayor Ganz opened the public hearing.

Steven Ballas, 410 N. Federal Highway, #319, Deerfield Beach, spoke in opposition of the proposed project due to the setback and density. He advised that the project would impede the well-balanced use of dwellings and area amenities. Mr. Ballas expressed opposition to the entrance and exit on Federal Highway and recommended it be placed on Eller Street. Another source of friction is parking in a dense location which will continue to degrade peace and tranquility. *The letter was received via e-mail and read into the record by the City Clerk.*

Sarah Vargas, 228 NE 9th Avenue, Deerfield Beach, said she lives behind the proposed project and many residents have been there for over 20 years and she is concerned about the project disrupting the peace in the community. She also asked if the residential building is targeted toward a certain group of people, i.e. families, singles or elderly. If for families, she is concerned about the overcrowding of schools. Ms. Vargas commented on the added traffic to the nearby elementary school as it can easily backup. She outlined her concerns with traffic and the density of the property as it seems out of place.

Lisa Farr, 1100 SE 15th Avenue, Deerfield Beach, asked for clarification on zoning categories. She also suggested more green space on Federal Highway as it looks barren.

Marly Silverman, 1248 SE 8th Street, Deerfield Beach, said the proposed project is too close to the street and is concerned with a lack of privacy for the adjacent residents. Ms. Silverman asked if any affordable housing will be allocated as housing is a huge issue in Broward County.

Kent Stern, 889 NE 5th Street, Deerfield Beach, asked what will be done to stop traffic from cutting through on NE 9th Street if access to the parking lot can only be done from the southbound lane on Federal. Something needs to be done to make sure 9th Street is not used and NE 4th which is single family residential. *A chat was provided to the Assistant City Clerk and was read into the record.*

Tinka Ellington, 1517 SE 6th Street, Deerfield Beach, said as a real estate agent, she supports this project and rezoning the parcel. Coming from Boca into Deerfield Beach, there is nothing that presents the City in a good light and entering from the south, all the cities along Federal Highway corridor have modernized condo and apartment

PUBLIC HEARING – FIRST READING – CONTINUED

buildings. Though she feels for the adjacent residents behind the building, the proposed project would be modernization for our City and make it look favorable for new residents.

Mr. Stern *provided additional comments corresponding to the previously read chat.* There has always been pass through traffic and based on the plans shown, people coming from the west, everyone will cut through NE 9th Avenue to get to the parking lot. He explained that changes were made in the neighborhood, i.e. speed humps, to reduce traffic, but if changes aren't made for the incoming residents to enter the property, they will cut through the neighborhood.

Mayor Ganz closed the public hearing.

Mr. Mele replied to various questions posed by the Commission and public. MSA Architects will be designing this project and their very best is expected. The fire station will review all their plans as part of the DRC process and if there are concerns, they will be handled as part of the zoning and site plan. The building will include one-bedroom and two-bedroom apartments; no three-bedroom apartments are planned. These accommodations will greatly reduce any school aged population; however, the School Board has advised that all three schools, Deerfield Beach Elementary, Middle and High are under enrolled and forecast to remain under the five-year forecast period. Some units will only have two (2) vehicles and others will have one (1), as well as the studios. He explained the difference between having a residential property than commercial, as a commercial property will create more traffic and those working behind the business would have more access to seeing into people's yards.

Continuing, Mr. Mele commented on the traffic study and anticipates adding certain components to reduce traffic through the neighborhood. Moreover, there is a minimal amount of traffic going onto 2nd Street as everything for the residents will come from Federal Highway. He also explained the difference between moderate and irregular residential. An affordable housing study was done for the County and shows that Deerfield Beach has an adequate supply; notwithstanding, when the first building permit is received, they will pay $500 per unit to the City's affordable housing fund, $138,000. Mr. Mele reiterated that additional traffic calming will be collaborated with the City to discourage people from entering the neighborhood.

Commissioner Preston asked that Mr. Mele talk with the residents about their concerns and seek solutions to overcome any hurdles.

Mr. Mele said they will have as many meetings as necessary with the residents.

In response to Mayor Ganz's question, Mr. Mele replied that the developer is the Centrum Group, based in Chicago. They have previous development experience in Deerfield Beach, to include the redevelopment of the northeast corner of Hillsboro and Federal where the Walgreens and other businesses are located. They also built Aldi's on South Federal Highway and have worked on residential buildings in other cities in South Florida. Mr. Mele commented on challenges with other projects and how the developer worked with the neighbors.

Mayor Ganz said the developer does a great job and commended them for working with the residents years ago to make accommodations. He added that he has always had reservations about zoning changes on Federal Highway to residential as the lots are too narrow and the encroachment on the residents directly behind are too close. Further, there will be an increase in traffic as there is nothing there now, but the traffic for current zoning would be worse than the proposed zoning change. Also, Mayor Ganz said landscaping is needed on Federal as green space on Federal is not practical. Lastly, he is concerned with the encroachment on the adjacent residents and is not convinced that the project should move forward.

In response to Mayor Ganz's question, Eric Power, Director of Planning & Development Services, replied that B-2 zoning district allows an array of uses from retail, commercial, medical office, restaurant, night club, and recreational facilities which is a higher intensity use.

Mayor Ganz pointed out that if someone wanted to put a night club there, it cannot be stopped since it is an approved use. The best possible use of the land with the less impact on residents must be considered and this may be it.

PUBLIC HEARING – FIRST READING – CONTINUED

Commissioner Preston agreed with Mayor Ganz and reiterated the need to hear the residents and address their concerns.

Commissioner Hudak agreed with Commissioner Preston. He listed other conditions that may impact the adjacent residents, i.e. lighting, noise, and increased vegetation. Additionally, there is a huge difference coming into Deerfield Beach from Boca Raton, whereas, there is more asphalt in Deerfield Beach. Commissioner Hudak said he is in favor of the change because of what could potentially end up on the parcel due to B-2 zoning.

MOTION was made by Commissioner Hudak, seconded by Commissioner Drosky, to approve Item 7 on first reading and transmit to County. Roll Call:

Yeas: 3 – Commissioner Drosky, Commissioner Hudak, and Commissioner Preston

Nays: 1 – Mayor Ganz

PUBLIC HEARING – SECOND READING

8. P.H. 2020-012: ORDINANCE 2020/026 - 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.

Donna Lavoie, no address given, commented on removing curbing on the east corner of SE 2nd Street and SE 4th Avenue. She advised that the curbing and plants are the only thing keeping the trucks from the area. The idea is to discourage trucks from using this street and currently, the four (4) signs, “No Truck Zones” are being ignored. She suggested changing the verbiage to an art rendering showing a red line going through a truck so it is internationally understood. *An e-mail was received from the resident and read into the record by the City Clerk.*

Mayor Ganz closed the public hearing.

David Santucci, City Manager, advised that he spoke to staff and they are not aware of the project; however, a response was sent to Ms. Lavoie advising that there is no intent of removing curbing.

MOTION was made by Commissioner Drosky, seconded by Commissioner Preston, to approve Item #8, adopted Ordinance 2020/026. Voice Vote:

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, and Mayor Ganz

Nays: 0

9. P.H. 2020-013: ORDINANCE 2020/027 - 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.

Anthony Soroka, City Attorney, advised that the proposed ordinance is an update to reflect changes to the Internal Revenue Code regarding the requirement to start taking pension distributions.

PUBLIC HEARING – SECOND READING - CONTINUED

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

MOTION was made by Commissioner Drosky, seconded by Commissioner Preston, to approve Item #9, adopted Ordinance 2020/027. Roll Call:

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, and Mayor Ganz

Nays: 0

PUBLIC COMMENT

Michael Lubin, 16 Little Harbor Way, Deerfield Beach, asked that a ban on lawn blowers be considered, as debris is blown into the streets and clogs up storm drains, whereas, leaves and lawn cuttings are also blown into waterways. Recently, Fort Lauderdale is talking about a blower ban, and Deerfield should do likewise. *An e-mail was provided by the resident and read into the record by the City Clerk.*

Lisa Farr, 1100 SE 15th Avenue, Deerfield Beach, thanked Commissioner Hudak for communicating with her on the bridges. She also thanked the Commission for conducting meetings during the pandemic. Ms. Farr also asked that the survey for the bridges be extended. Thereafter, she commented on the flooding on 10th Street after a storm. Ms. Farr said the bridges are not a unique problem to the Cove and suggested visiting neighboring cities to see how they are addressing these type issues. Lastly, she thanked Mayor Ganz for his views on transparency and how the Commission has worked together seeking public input.

Marly Silverman, 1248 SE 8th Street, Deerfield Beach, commented on flooding issues in the Cove, 12th Avenue and 8th Street due to the drains. She said a lot of water accumulates in front of homes. She asked if funding is available to address these issues as Deerfield Beach is an older city.

Tom O'Dea, 1529 SE 12th Court, Deerfield Beach, said the presentation on the Cove bridges talked about a 50 foot bridge and advised that bridges in Lighthouse Point are only 28 to 32 feet wide, not 50-feet wide. He said there is a possibility of over engineering and asked if other bridges in other communities are being reviewed. Further, the 12th Avenue Bridge is only 30 feet wide and does not understand why a 50 foot wide bridge, at 5' or 6' in height is needed.

David Santucci, City Manager, replied to comments by the public. He said what has been experienced over the past week is generally unprecedented for this area as approximately 12 to 18 inches of rain came down in the City, within a short amount of time. With a region that is already saturated and full of capacity, there was nowhere for the water to go which essentially led to a lot of localized flooding in the County, including Deerfield Beach. Next week, two (2) workshops will be held for the stormwater master plan, whereby, staff will be asking residents to participate and provide their input into the areas they live and outline their day to day flooding issues. As a result of Tropical Storm Eta, some residents experienced flooding inside their home. Additionally, there is a stormwater fund that funds the master plan and projects throughout the City, but the effort is to work with engineers, the public and Commission to identify and prioritize areas to be addressed. The area mentioned is a top priority and will be further discussed next week at the workshop.

Additionally, Mr. Santucci said over engineering is a very valid point, but right now, there is no design of the bridges, everything is conceptual and the 50 foot limit looks at the maximum complete streets bridge that can be placed there. It takes into account adding bike lanes, wider lanes and sidewalks. The standards to build bridges must be considered and whatever the Commission approves, all comments will be addressed.

Mayor Ganz said that pump failures happened during Eta and funds were available through the stormwater fund to make those repairs. He also commented on things some residents experienced during the tropical storm as well as other infrastructure damages within the City. Mayor Ganz agreed with visiting other cities to review their bridges, but cautioned it as there is no guarantee of compliance or whether the same problems were experienced as Deerfield Beach.

CONSENT – BOARD APPOINTMENTS

10. Resolution 2020/157 - 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.

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 Commissioner Preston, to approve Item #10, adopted Resolution 2020/157. Voice Vote:

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, and Mayor Ganz

Nays: 0

11. Resolution 2020/158 - 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.

The Resolution was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to approve Item #11, adopted Resolution 2020/158. Voice Vote:

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, and Mayor Ganz

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Mayor Ganz opened the public hearing for Items 12 - 18; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to approve Items 12 – 18 in concert. Roll Call:

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, and Mayor Ganz

Nays: 0

12. Resolution 2020/159 - 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 – Poll Workers' Fee)*

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS – CONTINUED

13. **Resolution 2020/160 - 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)*

14. **Resolution 2020/161 - 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)*

15. **Resolution 2020/162 - 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.**

16. **Resolution 2020/163 - 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.**

17. **Resolution 2020/164 - 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.**

18. **Resolution 2020/165 - 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.**

DEPARTMENTAL BUSINESS

19. **Resolution 2020/166 - 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.**

The Resolution was read by title only.

Anthony Soroka, City Attorney, advised that the Governor extended the State of Emergency for the State on November 3, 2020 till January 3, 2021. The virtual meeting order ended on November 1, 2020.

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.

DEPARTMENTAL BUSINESS – CONTINUED

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to approve Item #19, adopted Resolution 2020/166. Voice Vote:

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, and Mayor Ganz

Nays: 0

20. Resolution 2020/167 - 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.

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 Drosky said he believes the area west of I-95, JM Family corridor, should be added to District 4.

There was consensus amongst the Commission.

MOTION was made by Commissioner Drosky, seconded by Commissioner Preston, to approve Item #20 as amended, adopted Resolution 2020/167, Exhibit 5. Voice Vote:

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, and Mayor Ganz

Nays: 0

21. Resolution 2020/168 - 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)*

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 Drosky thanked staff for evaluating the applications and developing a strategy. He said if the Commission wishes to adjust any contributions he is open, but is satisfied with how it is presented. This process works better than the Commission having to come up with the initial rankings.

Commissioner Hudak said no adjustments are needed and also thanked staff for their due diligence. There were a lot of organizations who do a lot for the City and wishes more could have been given but unfortunately, the City has been adversely affected by COVID-19. As things turn around, he hopes to give more as the organizations provide a lot to the residents.

Commissioner Preston also thanked staff and while he would have adjusted the figures a little more, but thinks staff did a good job.

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to approve Item #21, adopted Resolution 2020/168. Roll Call:

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, and Mayor Ganz

Nays: 0

DEPARTMENTAL BUSINESS – CONTINUED

22. Resolution 2020/169 - 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)*

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 Commissioner Drosky, to approve Item #22, adopted Resolution 2020/169. Roll Call:

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, and Mayor Ganz

Nays: 0

23. Resolution 2020/170 - 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.

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 Drosky, seconded by Commissioner Preston, to approve Item #23, adopted Resolution 2020/170. Voice Vote:

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, and Mayor Ganz

Nays: 0

24. Resolution 2020/171 - 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.

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 said the dollar amount spread between the applicants was over $1 million and expressed concerns with change orders and upcharges. He asked what assurances are there that the price will not increase and will remain as indicated.

DEPARTMENTAL BUSINESS – CONTINUED

David Santucci, City Manager, replied that the contract is a not to exceed amount and there are safeguards built into the contract, such as liquidated damages, performance and payment bonds, etc. Also, it is not abnormal to see change orders in contracts this large for various reasons; thus, change orders are likely, but the not to exceed amount puts a lot of risk on the design/build firm.

Mayor Ganz expressed objections with how the bid was handled. He said the firm selected is outstanding, but the process has been tainted by certain people. He said now that one (1) bidder has been removed, the interest is null. It was not fair for Seawood Builders or the Masi family to be drug through the mud and is ill content with everything that happened.

MOTION was made by Commissioner Hudak, seconded by Commissioner Drosky, to approve Item #24, adopted Resolution 2020/171. Roll Call:

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, and Mayor Ganz

Nays: 0

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 GENERAL FUND AS SET FORTH ON EXHIBIT "A" TO ADDRESS COVID-19 RELATED BUDGETARY IMPACTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Item was pulled from agenda.

26. 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).

David Santucci, City Manager, said Fire Station No. 75 has building envelope issues causing water intrusion, with fire staff currently operating out of a nearby facility; however, there have not been impacts to operations. He explained the process whereby certain contractors were selected to participate in job order contracting. The process has been used successfully in the past and it works well with minor and emergency repair work. The proposal was received today from the contractor and wants to move forward expeditiously; the cost is estimated at $97,000.

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

Commissioner Hudak asked how long the repairs will take.

Mr. Santucci replied that staff needs to work with the contractor on logistics, but will communicate a high priority on the repairs to the contractor. Within the proposal is a cost of rental equipment for 30 days which is an indication of the timeframe for repairs. Once repairs are done, work is needed on the inside and may be done with overlap. Lastly, Mr. Santucci said he believes the work will be longer than 30 days before the building is back up.

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to approve Item #26. Roll Call:

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, and Mayor Ganz

Nays: 0

COMMENTS BY ADMINISTRATION AND LEGAL

CITY ATTORNEY

Happy Thanksgiving – Anthony Soroka, City Attorney, wished everyone a Happy Thanksgiving.

CITY MANAGER

Tropical Storm Eta – David Santucci, City Manager, thanked staff who responded to Tropical Storm Eta as it was an unprecedented flooding event. It tested everyone and he thanked everyone for their assistance, those who responded at night during flash flooding, Mike Gilbert and Dennis Mosley. Additionally, there were 10 to 18 inches of rain in a short amount of time, but in less than 18 hours all residential streets and main thoroughfares were cleared, including Deer Run. He cautioned everyone that more rain is likely, as Eta has turned slightly north; staff is aware of potential flooding and are prepared to respond.

Hybrid Commission Meeting – Mr. Santucci thanked the Commission for adjusting to the meeting since it cannot be fully virtual. He commented on social distancing which has been addressed by removing him and the City Attorney off the dais and having two (2) commissioners present virtually, with three (3) commissioners attending in person.

Veteran's Day – Mr. Santucci recognized the veterans for Veteran's Day.

CITY COMMISSION BUSINESS

27. Resolution 2020/172 - 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.

The Resolution was read by title only.

Mayor Ganz said this change has placed a very unfair burden on the cities for projects and hopes FDOT changes the way it is handled.

David Santucci, City Manager, said from a staff perspective, this change is not good for any municipality. For reasons unbeknownst, the process for the CSLIP projects has changed; whereas, within the current five-year plan, up till now, projects were fully funded through FDOT and MPO. Although it has recently changed, the agencies advised that the current five-year cycle projects would not be affected. Unfortunately, one of projects in the five-year plan will now be converted to a LAP project which is an arduous process and has evolved over time and most difficult grant to deal with. He explained the changes that have taken place; whereby, the City Manager must commit to the process by January 1, 2021 and then a resolution of support from the Commission is needed by February 15th.

Continuing, Mr. Santucci advised that there is a $3 million project that staff believed would be fully funded and now it could be reduced to about $1 million which is only for the design phase. Also, staff is unaware of the LAP requirements and any prior LAP projects were project based and now cities are being told that they must be agency wide LAP certified; unfortunately, no clarity has been given on what that entails. This is a concern for all CSLIP projects on local roadways; whereby, state roads would not apply. The project affected is in Crystal Lake and includes construction of five-foot wide sidewalks, lighting, a roundabout at Crystal Lake Drive and NW 45th Street, milling and resurfacing, and ADA compliance. It is interesting that what was included in the five-year plan was the first phase of the design and now they are asking for a commitment to the LAP process on a project that they would not fund for construction until the following five-year process.

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

Commissioner Drosky commented on the obstacles that FDOT is implementing; nevertheless, he thanked Mayor Ganz for bringing this forward. He asked that the resolution, upon approval, be sent to sister cities, Broward League of Cities, Florida League of Cities and Florida Department of Transportation, District 4 office and Tallahassee, to show the cities will push back.

CITY COMMISSION BUSINESS – CONTINUED

Mayor Ganz said staff has done a great job with identifying the impact and vetting it out as well as educating him.

MOTION was made by Commissioner Drosky, seconded by Commissioner Hudak, to approve Item #27, adopted Resolution 2020/172. Voice Vote:

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, and Mayor Ganz

Nays: 0

COMMENTS BY MAYOR AND CITY COMMISSIONERS

COMMISSIONER DROSKY DISTRICT 4

Veteran's Day – Commissioner Drosky thanked veterans and active military for their service. He listed City Commissioners Michael Hudak and Vice Mayor Bernie Parness and City Manager Santucci as veterans and thanked them for their service. He also thanked Commissioner Preston who has served the community as a firefighter in the City.

Tropical Storm Eta – Commissioner Drosky said Deer Run was hit very hard and thanked staff for the service provided to the residents.

Storm Water Workshop – Commissioner Drosky encouraged residents to attend the stormwater workshop on either Tuesday or Wednesday night from 7 p.m. till 9 p.m.; the presentation will be the same each night. Residents have an opportunity to voice their concerns and learn more about how the City is moving forward on this issue.

Arboretum Haunted House – Commissioner Drosky thanked staff for a successful first class event which was led by staff and volunteers. It was a family friendly event and very well thought out.

Opioid Crisis – Commissioner Drosky said he attended an online webinar regarding the opioid crisis. The presenter made a factual argument that during COVID-19, with more people at home, more stress from various financial factors, opioid abuse has skyrocketed in the Country. Typically, there is less than a 10% increase per year, but this year alone, it is approximately 70%. The number of people dying is another crisis that no one is talking about. He asked that an update be given at the December meeting regarding the opioid lawsuit the City previously joined.

Happy Thanksgiving – Commissioner Drosky wished everyone a Happy Thanksgiving as there is a lot to be thankful, as there are a lot of opportunities and liberties given to us in the United States. He further thanked the Commission for the camaraderie they bring to these meetings.

COMMISSIONER PRESTON DISTRICT 2

Social Distancing – Commissioner Preston opined that there is enough room on the dais for everyone to attend in person and asked why the seating and attendance was organized this way.

David Santucci, City Manager, replied that it was his idea, but if the Commission feels there is enough room, he will make the changes. He said it is best to give 6-feet social distancing to make sure the City Commission remains healthy and to ensure no outbreaks.

Commissioner Preston thanked Mr. Santucci for considering the safety of the Commission.

District 2 Meeting – Commissioner Preston said the District 2 meeting is scheduled for December 3, 2020, 7:00 p.m. at the Oveta McKeithen Recreational Complex gymnasium.

Pastor Ford Linear Park – Commissioner Preston requested that the park be pressure cleaned immediately.

Oil Leaks – Commissioner Preston said there are trucks driving through the City leaking oil in various areas in District 2, including his street and requested it be addressed.

COMMENTS BY MAYOR AND CITY COMMISSIONERS – CONTINUED

COMMISSIONER HUDAK DISTRICT 1

Veteran's Day – Commissioner Hudak thanked the soldiers for their service and applauded the spouses for taking care of the family when soldiers are deployed. It takes a special individual to serve in the military and the spouses are equally as special.

Saturday Office Hours – Commissioner Hudak said office hours are scheduled for Saturday, November 14th from 10 am till noon; appointments can be scheduled through the City Manager's Office.

Bridge Survey – Commissioner Hudak asked that the survey be extended until November 30th so more residents can participate and voice their opinion. He asked that the Cove residents review the presentation before taking the survey and not rely on social media. This project will affect the community which is why fact finding is crucial as well as taking the survey. Also, he advised that the bridge size and mock up is only a rendering, but believes there is room to make sure the bridges are community friendly. He has visited the area and found that the current road is 22-feet wide and installing a 50-foot wide bridge is not warranted. Commissioner Hudak said he is hopeful of an engineering solution that makes the bridge friendly to the community and compliant with FDOT standards.

Tropical Storm Eta – Commissioner Hudak thanked staff as they worked diligently to help the residents, including himself, with flooding.

Storm Water Workshop – Commissioner Hudak encouraged community participation on either Tuesday or Wednesday to discuss the stormwater master plan. Just as important as the bridges are to the community, the stormwater master plan is even more important to the life blood of the community.

MAYOR BILL GANZ

Tropical Storm Eta – Mayor Ganz thanked staff for their service as they were out in the middle of the night. Further, he asked that a better communication strategy be created to produce good customer service. He thanked Tom Good, Assistant City Manager, who worked with residents today to address their concerns. Also, follow up is needed for a sector in the City where water was pressed into their homes.

Veteran's Day – Mayor Ganz said Veteran's Day is tomorrow and thanked the veterans for their service.

Lighting – Mayor Ganz said the lighting on Hillsboro Boulevard is out, near Little Harbor, both east and west. It has been reported previously, but not addressed.

Happy Thanksgiving – Mayor Ganz wished everyone a safe and Happy Thanksgiving.

Resignation – Mayor Ganz thanked Vickki Placide-Pickard as she will be leaving the City and it is a tremendous loss. He thanked her for the phenomenal work and wished her well.

ADJOURNMENT

There was no further business to discuss.

MOTION was made by Commissioner Preston, seconded by Commissioner Drosky, to adjourn the meeting at 10:22 p.m. Voice Vote:

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, and Mayor Ganz

Nays: 0

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk

PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
October 1, 2020
MEETING MINUTES

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

ROLL CALL

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

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

Absent: Gail Davis, Alternate
John Gibilaro, Alternate

PLEDGE OF ALLEGIANCE

SEATING OF ALTERNATES

None.

APPROVAL OF MINUTES OF PREVIOUS BOARD MEETING

Motion was made by Vice Chair Bennett and seconded by Ms. Balaun to approve the minutes of September 10, 2020. The motion CARRIED by unanimous vote.

OLD BUSINESS

None.

NEW BUSINESS

P.H. 2020-090: APPLICATION LUPA #64A

Applicant: **CRD FEDERAL LLC, REPRESENTED BY DENIS MELE, ESQ. OF GREENSPOON MARDER, LLP.**

Proposal: 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: The property is generally described as several parcels of land on 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, more particularly described in the file, and located at **201, 221, 231, 299 N. Federal Hwy.**

SUMMARY BACKGROUND/EXPLANATION

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 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.

Stephen Graham, Assistant Director of Planning & Development Services, provided a brief overview of the item. Thereafter, he displayed an aerial photograph of the location. Staff is recommending three (3) conditions of approval for the LUPA: 1) prior to issuance of the first residential building permit, the applicant shall pay the City $500 per dwelling unit for the maximum allowable 277 dwelling units on the property per the residential irregular 48.6 du/ac land use designation in the total amount of $138,500 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 of the Land Development Code, the applicant will fully detail improvements along NE 2nd Street between Federal Highway and NE 6th Avenue, whereas, public benefits must be demonstrated as part of the rezoning application; and 3) prior to or along with the initial submittal of the rezoning and site plan applications, the City must receive documentation from FP&L acknowledging the applicant's request to underground powerlines along the 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.

Continuing, Mr. Graham said 192 property owners were notified, with three (3) letters being returned, and staff received no letters of approval or rejection. Thereafter, he provided a brief overview of the LUPA process. Once the LUPA goes through the entire approval process, site plan and rezoning applications for the detailed design of the building, it will be brought before the Board.

Property Location - Dennis Mele, 200 E. Broward, Boulevard, Fort Lauderdale, representing the applicant, displayed a photograph of the subject property.

Existing Land Use Plan Designation - Mr. Mele displayed a photograph of the current land use map, with the property outlined in black. Currently, the property along Federal Highway is zoned commercial land use and the small piece in the back on 9th Street is zoned residential, 10 units per acre.

Proposed Land Use Plan Designation - Mr. Mele displayed a photograph of the future land use map. He said the applicant is proposing to change both the commercial and residential portion of the property to irregular residential 48.6 du/ac.

Existing and Proposed Zoning - Mr. Mele said the zoning for the area is primarily B-2, which is the area along Federal Highway, and the small area abutting 9th Avenue is RM-10; however, the proposed rezoning is PDD, which will be forthcoming.

Utility Pole - Mr. Mele displayed various photographs of the property. He explained that there is a powerline running north and south along the western edge of the property that will be moved underground per FP&L's approval. Further, he stated that the applicant has no objections to staff's three (3) conditions. Mr. Mele said undergrounding the utilities will provide additional room for a landscaped buffer on the western property line and will be paid by the applicant.

Proposed Site Plan - Mr. Mele displayed a photograph of the proposed site plan. He said the parking garage will be in the middle of the site, with residential surrounding it. The main access point will be on Federal Highway; whereby, the applicant has already contacted DOT to verify

access. He explained that there will be a green, open space area on the corner of 2nd Street and 9th Avenue, as well as an entrance for visitors and deliveries on 2nd; however, it will be a small parking area with very little traffic. Mr. Mele reiterated that the main entrance will be on Federal Highway, but there is a traffic signal on the corner of 2nd Street and Federal Highway.

Continuing, Mr. Mele said the applicant will work with city staff to ensure that an entrance to Pioneer Grove will be included along 2nd Street.

Proposed Western Buffer - Mr. Mele displayed a rendering of the proposed western buffer once the powerlines are underground. He explained that single-family homes will be located behind a landscaped buffer; therefore, an 8-foot wall will be installed as well.

West Property Line - Mr. Mele displayed a photograph looking north down the western property line.

Architecture Style - Mr. Mele displayed various architectural styles. A style has not yet been selected because this application is for the LUPA, the first step of the process; however, the applicant will be back with an architectural style.

Centrum Deerfield Trip Generation - Mr. Mele outlined daily trips. There are 2,500 trips a day under the current zoning; 119 in the peak morning hours and 221 in the peak afternoon hours. The proposed zoning change is estimated to reduce trips to 26 in the morning and 103 in the afternoon.

In response to Mr. Chandran's questions, Mr. Mele replied that the developer specializes in this type development and has done other projects within the City. Thereafter, he provided a brief history of the developer. Mr. Mele said in order to prepare this type application site planning is involved, which is how the applicant can determine what type building to request. When preparing a LUPA, access points, parking, etc. are also researched, so even though site plan approval is not being sought at this time, the research and work has been put in. Thereafter, Mr. Mele displayed the proposed land use plan designation. He said the development along Federal Highway is predominantly commercial; however, on the opposite side of the proposed development it is residential. Residential is also along Federal Highway in Pompano Beach and Boca Raton, which is becoming the new norm.

In response to Mr. Chandran's question, Mr. Graham replied that this is a residential land use designation only; therefore, it only permits residential use.

In response to Mr. Chandran's question, Mr. Mele replied that this application is for a land use plan amendment, not a site plan; however, the applicant is committed to the three (3) conditions outlined by staff. He said the first two (2) are technical, but the third is a site plan issue which has been agreed upon. Further, in terms of the outline of the building, height, etc. the applicant is committed to what they currently have in place; however, it may change based on comments and concerns made during site plan approval.

In response to Mr. Chandran's question, Mr. Graham replied that easements are design issues addressed during the site plan stage; whereby, staff worded the third condition, so the applicant is

aware of the work regarding the powerline. Any issues with undergrounding must be vetted in their design.

Mr. Mele said FP&L has already stated that undergrounding the utilities should not be an issue; however, should any issues arise, they will be handled accordingly.

In response to Mr. Chandran's question, Mr. Mele replied that as part of the land use plan amendment process there will be a review of traffic and mass transit to make sure the site is amenable to mass transit. Further, he said bus stops, etc. are discussed during the plat or site plan process.

In response to Vice Chair Bennett's question, Mr. Graham replied that the parcel across from this proposed development is zoned as residential high land use designation, 25 d/u per acre. Further, this application is requesting to change the land use from primarily commercial, with a small portion being residential to residential irregular, 48.6 d/u per acre.

Vice Chair Bennett said the renderings, colors, etc. are fine but he is afraid that approving this land use change will set a precedent for future development; therefore, he asked why this application should be approved.

Mr. Mele replied that the applications standalone, so if an application is approved in one location, it does not necessarily mean that another application along Federal Highway must be approved.

Anthony Soroka, City Attorney, agreed. He said if this application is approved, the Board will not be obligated to approve another application at a different location. He said they do stand on their own, and the Board reviews the various characteristics of the individual applications.

Mr. Mele said there has been a shift in how people shop, and brick and mortar retail is not what it used to be; whereby, he hopes the commercial property along Federal Highway lasts, but unfortunately this site did not. Further, he said the applicants rebuilt the NE corner of Hillsboro and Federal Highway, so they have experience in retail, and feel this application would be the best choice for this location.

In response to Chair Plaut's question, Mr. Mele reiterated that there is residential property along Federal Highway, across from this location.

Chair Plaut said a residential building in theory would be better than a commercial building, i.e. traffic issues, noise, etc. Thereafter, he commented on complaints he's received regarding Duffy's.

In response to Vice Chair Bennett's question, Mr. Graham replied that PDD is a zoning district. Currently, the land use for this property is irregular residential, whereby, the compatible zoning district is planned development district. He said the PDD provides for developments that utilize mechanisms that demonstrate public benefit, public need, etc.

In response to Ms. Beckford's question, Mr. Graham replied that three (3) of the parcels are currently vacant.

Ms. Beckford said with the issues surrounding 2020, stores, restaurants, etc. are closing and many businesses have gone remote; therefore, you may not get any more commercial properties in that area or anywhere else.

In response to Chair Plaut's question, Mr. Soroka replied that this Board is making a recommendation to the City Commission, who ultimately decides whether to approve or deny.

Chair Plaut opened the public hearing.

Wilbur Smith, 227 NE 8th Terrace, Deerfield Beach, expressed concerns with the additional traffic this project will create, as there are already issues with traffic throughout the neighborhood. Further, he spoke against having a residential building on Federal Highway.

Chair Plaut acknowledged Richard Rosenzweig, former District 3 Commissioner, for attending.

Richard Rosenzweig, 97 Farnham E, Deerfield Beach, said the Board is voting on the land use plan amendment; whereby, traffic control and other issues have no bearing at this point as it is too early in the process. As the project moves forward, the Board, as well as the public, can provide additional input at that time.

Steve Williams, 222 N. Federal Highway, Deerfield Beach, asked what the advantage will be to the residents of Deerfield Beach is the land use if changed.

Barbara (not given), no address, asked why the building must be five stories.

Chair Plaut replied that it does not have to be a five-story building, whereas, this application is to change the land use only. Once the site plan is brought forward, changes can be suggested then.

Ms. Barbara stated that the exit on Federal Highway will only take you south, not north, so traffic will be backed up from people needing to make a U-turn. Further, she spoke against the application, as it will not blend with the existing development; whereas, a two or three-story building with underground parking would be more appropriate.

Ellen Gruneisen, 222 N. Federal Highway, Deerfield Beach, said her biggest concern is the traffic. Currently, the property is vacant, so it does not produce any traffic; therefore, there will be an increase, not decrease in traffic and asked that it be addressed.

Chair Plaut stated that this traffic study was preliminary; whereas, additional traffic studies will be forthcoming.

April Bolowich, 900 NE 4th Court, Deerfield Beach, asked what will happen to the row of duplexes behind the proposed development. Further, she asked if the property will be utilized as residential or residential treatment. Lastly, she expressed concerns with the current traffic issues, as well as the traffic issues this development will create.

Matt Pellitteri, 849 NE 4th Street, Deerfield Beach, asked if a concurrency study was performed for the services. Further, he asked for clarification on the traffic patterns.

Motion was made by Ms. Beckford and seconded by Mr. Chandran to close the public hearing. The motion CARRIED by unanimous vote.

In response to Chair Plaut's question, Mr. Mele replied that the applicant is not only amending the land use map but requesting to rezone to PDD. He explained that in order to rezone to PDD, you must show a public benefit; whereby, the applicant has looked at making pedestrian improvements to the corridor on 2nd Street, which will be discussed during the rezoning and site plan process.

Mr. Mele addressed questions posed by the public. He said when looking at these type applications, many people look at what is currently there and what is being proposed; however, when looking at a plan use amendment, that is not how the traffic analysis works. The consideration is based on what can be done with what is being proposed. If the property were built out the way the current land use allows the traffic would be far greater than the traffic being proposed from this development. Further, he said the traffic analysis will be viewed at all levels.

Continuing, Mr. Mele listed the advantages this project will have on the residents: less traffic than what the area is currently zoned, and the development will bring in more residents to patronize the businesses. He said the majority of Federal Highway is zoned B-2, which has a height limit of 75 feet, whereby, the proposed height of this development is less than what is currently allowed; nevertheless, the height of the development is not being voted on at this time. Further, the proposed development will be utilized for residential purposes only, not a residential treatment center; however, the applicant has no issues with including a restricted covenant as part of the land use plan amendment. Lastly, Mr. Mele said the concurrency analysis will take place as part of the land use plan amendment, but it is done more formally as part of the plat and site plan process.

Chair Plaut said the traffic analysis shows that there is a lot less traffic in residential than a commercial area.

Mr. Mele stated that the applicant purchased one (1) of the lots in the middle of the block; however, it has not been included in the plan because there is no plan to do anything with it at this time.

In response to Mr. Williams' question, Mr. Graham replied that this hearing is also for a certain maximum allowable number of units. Further, he said this land use would allow up to 48.6 d/u per acre subject to rezoning and site plan detailed design.

Vice Chair Bennett said this is an extremely lengthy process, and though he understands the residents' concerns with the traffic and height, Mr. Mele is correct that the current zoning district would produce much more traffic and a higher density than the proposed zoning district.

Ms. Balaun said when residential is abutted to a commercial building, you hear everything, and many commercial establishments have late night closing hours; therefore, having residential

abutted to residential is a much better lifestyle situation. Further, she said adding more residents helps the businesses and tax base.

Mr. Chandran said he understands 2020 has caused a lot of businesses and restaurants to close but the virus will be contained within the next 4 - 5 years; whereby, changing the land use is a permanent situation.

Ms. Beckford said the virus will have lasting effects, whereby, many establishments have gone remote, and plan to stay as such.

In response to Chair Plaut's question, Mr. Soroka replied that whoever makes the motion should consider including the three (3) conditions outlined by staff.

Mr. Graham said Mr. Mele also suggested committing to a restrictive covenant that the property would not be used as a residential treatment center.

Motion was made by Vice Chair Bennett and seconded by Ms. Beckford to approve P.H. 2020-090: Application LUPA #64A subject to staff conditions and the recommended restrictive covenant to not use the property as a treatment center. YEAS: Ms. Balaun, Ms. Beckford, Vice Chair Bennett and Chair Plaut. NAYS: Mr. Chandran. The motion CARRIED by 4 - 1 vote.

STAFF REPORT

Stephen Graham, Assistant Director of Planning & Development Services, said there will be a November meeting, which will be in the Chambers and through virtual media technology.

CHAIRMAN'S REPORT

None.

MEMBERS' REPORTS

None.

ADJOURNMENT

Motion was made by Vice Chair Bennett and seconded by Mr. Chandran to adjourn the meeting at 8:40 p.m. The motion CARRIED by unanimous vote.

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Thomas Plaut, Chair
Planning and Zoning Board

Meeting Minutes
Community Redevelopment Agency

Tuesday, August 11, 2020 **7:00 PM** **Virtual Meeting**

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Bill Ganz at 7:10 p.m., through virtual electronic meeting connection.

Present: 5 - Mr. Todd Drosky
Mr. Michael Hudak
Mr. Ben Preston
Vice Chair Bernie Parness
Chair 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 Mr. Hudak.

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes

MOTION was made by Vice Chair Parness, seconded by Mr. Hudak, to approve the May 12 and June 9, 2020 minutes as submitted. Voice Vote:

Yeas: 5 – Mr. Drosky, Mr. Hudak, Mr. Preston, Vice Chair Parness and Chair Ganz

Nays: 0

APPROVAL OF COMMUNITY REDEVELOPMENT AGENCY AGENDA

August 11, 2020

MOTION was made by Mr. Preston, seconded by Vice Chair Parness, to approve the agenda as submitted. Voice Vote:

Yeas: 5 – Mr. Drosky, Mr. Hudak, Mr. Preston, Vice Chair Parness and Chair Ganz

Nays: 0

GENERAL ITEMS

1. **CRA Resolution 2020/006 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency, approving Work Authorization No. 2 with Bermello, Ajamil & Partners, Inc., for the Hillsboro Boulevard Bus Stop Relocation Project Construction Documents in an amount not to exceed $121,357.20; authorizing execution of Work Authorization No. 2; and providing for an effective date.** *(Funds from Account #190-8000-552-3299 - Other Contractual Services)*

The Resolution was read by title only.

Kris Mory, Economic Development Director, displayed the bus shelter rendering. At the last meeting, the Board directed staff to negotiate a scope of services and fee with Bermello, Ajamil & Partners, Inc. for the Hillsboro Boulevard Bus Stop Relocation Project. The project also includes mobility and ADA accessibility at various locations surrounding the bus stop and undergrounding the utilities. The fee outlined includes all services from design, permitting and construction administration.

There was no discussion amongst the Board.

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

MOTION was made by Vice Chair Parness, seconded by Mr. Hudak, to approve Item 1, adopted CRA Resolution 2020/006. Roll Call:

Yeas: 5 – Mr. Drosky, Mr. Hudak, Mr. Preston, Vice Chair Parness and Chair Ganz

Nays: 0

2. **CRA Resolution 2020/007 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency, approving an agreement with Bermello, Ajamil & Partners, Inc., for architectural design services for the Sullivan Park Facility, in an amount not to exceed $299,873.81; authorizing execution of an agreement with Bermello, Ajamil & Partners, Inc.; and providing for an effective date.** *(Funds from Account #190-8000-552-3299 - Other Contractual Services)*

The Resolution was read by title only.

Kris Mory, Director of Economic Development, displayed a photograph of the proposed design option for the Sullivan Park Facility and emphasized that the building has not yet been designed; however, once the scope of services is approved, the design process will begin. Thereafter, she provided a brief overview of the competitive solicitation process. Further, Ms. Mory said the scope of services includes all design services, permitting and then construction and administration; whereas, the total cost includes a fee of $23,727.00 for LEED certification.

Mr. Hudak asked if public art will be incorporated into the design. He also asked for the status of the pier LEED certification, the process for assuring that the certification requirements are continually met and the benefits, other than just a receiving a plaque.

Ms. Mory replied that there is an opportunity to incorporate public art into the Sullivan Park design, which will be outlined in the budget presentation. Further, LEED certification is a ranking system put together by the U.S. Green Building Council, which recognizes certain sustainable practices in construction. She explained that at one time the pier received the LEED Gold Certification, and in 2015 it was recertified, which is extremely costly to keep current. Ms. Mory said minor changes have been made to the building, i.e. new air conditioner, etc., but the means, methods and materials of the pier have not changed; therefore, the certification will always be met.

Continuing, Ms. Mory said if the Board wants to make the Sullivan Park facility LEED certified, it will be an added cost; nevertheless, there are ways to build a building using sustainable techniques without going through the LEED certification process.

In response to Mr. Hudak's question, Ms. Mory replied that the Kirk Cottrell Pavilion is not LEED certified because it is an open-air building and the certification only for habitable buildings.

GENERAL ITEMS - CONTINUED

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

Mr. Drosky asked about the continuing benefits for being LEED certified.

Ms. Mory provided various benefits: dark windows at the pier reduce the amount of air conditioning needed for the facility, which is an ongoing cost saving measure; reduction in carbon footprint, i.e. the pier parking lot is a reflective white concrete, which cools the building site. Further, she said staff knows enough about construction and sustainable construction techniques that many green practices can be incorporated into the Sullivan Park facility without LEED certification, i.e. adding dark windows.

In response to Mr. Preston's questions, Ms. Mory replied that the cost for the LEED certification is $23,727 and would be funded through the CRA.

David Santucci, City Manager, said it is important that the City incorporates green building practices in all future facilities. The LEED certification achievement at the pier provided for a very energy efficient and green building structure, which was a model for that type development. He stated that the Sullivan park facility is close to the beach; therefore, functionality and durability of the building must be considered and balanced properly.

In response to Vice Chair Parness' question, Ms. Mory replied that the $23,727 is a one-time cost and provides compensation for a LEED specialist to consult on the project, as well as the certification. Further, she said the total overall cost not to exceed $299,873.81 includes the LEED certification. Thereafter, he motioned for approval.

Chair Ganz said LEED certification has been around for a while and studies have shown it provides a cost savings on energy. He explained that many people incorporate the certification into their facilities to be more environmentally friendly and many governmental buildings choose this route because of possible grant funding assistance, tax breaks, etc.; however, studies have indicated that what is being sought from the LEED certification isn't exactly what is produced in the long run. The LEED certification is based on design and projection, not what type efficiencies will be provided once built and there are no guarantees of the certification once occupied; therefore, he is hesitant moving forward with paying an exorbitant cost for the certification. Furthermore, if the efficiencies can be built into the design without the added cost, then it is worth looking into.

Mr. Hudak agreed. He said the addition of the plaque is a nice feature but there is a yearly recertification cost and is not worth the added expense.

Thereafter, Vice Chair Parness withdrew his motion.

Chair Ganz said Oberlin College did a study on LEED certification for anyone who is interested.

In response to Chair Ganz's comment, Ms. Mory reiterated that the current cost includes the LEED certification, so the total cost could be reduced by $23,727 if the Board removes the certification cost; thus, the final would be $276,112.

Mr. Santucci said the cost for the certification was from a design perspective only; whereby, there are additional costs during the construction aspect of the process.

Mayor Ganz said not only did the City learn a lot by having a LEED certified building, but it also motivated individuals to build efficiently; nevertheless, the knowledge staff has gained through the process can be brought forward with this facility.

MOTION was made by Vice Chair Parness, seconded by Mr. Drosky, to approve Item 2 as amended, adopted CRA Resolution 2020/007. Roll Call:

Yeas: 5 – Mr. Drosky, Mr. Hudak, Mr. Preston, Vice Chair Parness and Chair Ganz

Nays: 0

GENERAL ITEMS - CONTINUED

3. Presentation regarding the proposed CRA Fiscal Year 2021 Budget.

CRA Budget - Kris Mory, Director of Economic Development, provided a brief PowerPoint presentation. She said the total CRA budget is $7,249,520, which includes new tax increment revenue [$4,272,215] and funds being carried over [2,977,305]; whereby, most of the funding is set aside for capital projects. The debt service is roughly $1 million and is an ongoing expense to repay the 2012 bond issue.

Budget Worksheet - Ms. Mory explained that the CRA must spend the tax increment revenue received within three (3) years. Thereafter, she outlined the revenues: new tax increment revenue - $4,272,215, which is a 6% increase and 8th consecutive year of consistent tax base growth in the CRA; the estimated carryover from fiscal year 2020 $2,977,305; for a total tax increment revenue of $7,249,309. Thereafter, the expenses were listed: debt service - $1,094,181; agency administration - $476,775; programs - $634,000; and professional services - $230,000, which is a lesser amount because two (2) large capital projects were encumbered into FY20. The remaining budget will be allocated to specific projects [$4,335,406].

CRA Funded Programs - Ms. Mory outlined the programs offered through CRA: community policing; commercial façade. Currently, there is a recipient for commercial façade funding; however, the building is under construction, so the money is being carried over and is available to the grantee once they obtain their CO. Thereafter, she continued outlining the programs offered through CRA: public art; special events, which money is being carried over due to COVID-19; marketing with local businesses; and landscaping.

Proposed FY21 Budget Worksheet - Ms. Mory reiterated that the remaining budget to be allocated to specific projects is $4,335,406. Thereafter, she outlined the FY21 projects: S-Curve/Ocean Way utility undergrounding and lighting - $1,750,000, which is in design with commencement anticipated in April/May 2021; bus shelter relocation and undergrounding - $947,000; main beach parking lot railing - $250,000; and International Fishing Pier improvements - $60,000. Since the Board authorized the scope of services for the Sullivan Park design, staff is recommending that the $2,275,406 remain in infrastructure and capital improvements, since the total cost of the facility has not been determined.

In response to Vice Chair Parness' questions, Ms. Mory replied that the CRA will take in $4.2 million in new tax increment revenue and carry over $2.3 million *(s/b $2.9 million)* for a total budget of $7.2 million. Further, she explained that all tax increment revenue must be budgeted accordingly; if it is not used, it's carried over. Unfortunately, she cannot predict which FY21 projects will be completed at the end of the fiscal year. Thereafter, she provided examples of how money is allocated and/or rolled over for projects.

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

Mr. Drosky agreed with the current FY21 projects. Further, he asked for clarification on the $4,000 allocated for millage reimbursement under travel and training, as $6,000 is outlined in the automobile allowance line item.

Ms. Mory replied that the automobile allowance consists of a $4,000 car allowance for the Capital Projects Manager and half of the CRA Director's car allowance, whereby, the other half comes from the City. There is no car allowance outlined in the CRA Coordinator's contract; therefore, mileage reimbursement for that position comes from travel and training.

Due to technical difficulties, the remainder of the meeting did not record.

ADJOURNMENT

MOTION was made by Vice Chair Parness, seconded by Mr. Hudak, to adjourn the meeting at 8:14 p.m. Voice Vote:

Yeas: 5 – Mr. Drosky, Mr. Hudak, Mr. Preston, Vice Chair Parness and Chair Ganz

Nays: 0

_____
BILL GANZ, CHAIR

_____
Samantha Gillyard, CMC, City Clerk

Meeting Minutes
Community Redevelopment Agency

Tuesday, August 25, 2020 **7:00 PM** **Virtual Meeting**

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Bill Ganz at 7:00 p.m., through virtual electronic meeting connection.

Present: 5 - Mr. Todd Drosky
Mr. Michael Hudak
Mr. Ben Preston
Vice Chair Bernie Parness
Chair Bill Ganz

Also Present: 3 - City Manager David Santucci
City Attorney Anthony Soroka
Assistant City Clerk Heather Montemayor

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Chair Parness.

APPROVAL OF COMMUNITY REDEVELOPMENT AGENCY AGENDA

August 25, 2020

MOTION was made by Mr. Preston, seconded by Vice Chair Parness, to approve the agenda as submitted. Voice Vote:

Yeas: 5 – Mr. Drosky, Mr. Hudak, Mr. Preston, Vice Chair Parness and Chair Ganz

Nays: 0

GENERAL ITEMS

1. CRA Resolution 2020/008 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency, adopting the Fiscal Year 2021 Budget; adopting the Capital Improvements Plan for Fiscal Years 2021-2025; and providing for an effective date.

The Resolution was read by title only.

Kris Mory, Economic Development Director, said no changes were made to the budget or capital improvement plan since approval on first reading. She advised that once approved on second reading, the budget will go before the City Commission for final approval.

GENERAL ITEMS - CONTINUED

There was no discussion amongst the Board.

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

MOTION was made by Mr. Hudak, seconded by Vice Chair Parness, to approve Item 1, adopted CRA Resolution 2020/008. Roll Call:

Yeas: 5 – Mr. Drosky, Mr. Hudak, Mr. Preston, Vice Chair Parness and Chair Ganz

Nays: 0

PUBLIC COMMENT

There were no public comments.

ADMINISTRATION COMMENTS

CRA DIRECTOR

None.

CITY MANAGER

None.

CITY ATTORNEY

None.

BOARD COMMENTS

MR. HUDAK

Crosswalks on A1A - Mr. Hudak asked for an update on the installation of the crosswalks on A1A.

Kris Mory, Economic Development Director, replied that the lighting is a warrantied item; whereas, the parts are on order and the contractor plans to make the repairs within the next two (2) weeks. Once completed, it will be outlined in the weekly update.

Sunsetting the CRA - Mr. Hudak said after staff's presentation on July 7th regarding sunsetting the CRA, the City Commission agreed that District 2, as well as areas throughout the City need redevelopment. The City Commission learned that the Dixie Business Residential corridor only has 22 acres of vacant land and 11 of those acres are owned by one (1) person. The City Commission also learned that District 2 was offered a CRA and the residents refused because of increased property values, which increases homeowners' taxes. Staff stated that the Delray CRA beautified their city but the residents that it was meant to help were forced to relocate due to the increase in housing costs. Currently, Deerfield Beach's CRA brings in about $2 million per year; whereby, it was stated that after five years of being established, a District 2 CRA would bring in less than $13,000/year and it would take until 2047 to bring in just over $245,000. District 2 cannot wait another 27 years until there are enough funds available in its budget for redevelopment to begin.

Continuing, Mr. Hudak said the City Commission also learned that the most ideal way to proceed is to engage with the Urban Land Institute (ULI) to develop a District 2 redevelopment plan. The Commission was advised that workforce housing solution offers the best chance of redeveloping in District 2, as well as citywide areas where redevelopment is needed. Mr. Hudak said he is firmly against sunsetting this CRA early; whereby, sunsetting the current CRA because the Board is running out of projects to fund is as short sited. Further, he said before the Commission begins proposing a second CRA for District 2 or sunsetting this CRA, the Board must await the results

BOARD COMMENTS - CONTINUED

from the ULI report. Lastly, Mr. Hudak said staff has engaged with the ULI on a redevelopment study and is working on compiling the background information needed for ULI, and the City Attorney's office is working on a draft contract.

MR. PRESTON

Sunsetting the CRA - Mr. Preston said at the last CRA meeting staff advised that the City had an option to develop a second CRA in the most needed area of the City, but it did not happen. A part of the community is being distanced and isolated due to economics and another is benefiting from it, which is not right. Mr. Preston said he understands that having a CRA in District 2 will increase property taxes, but the values of the homes will also increase. When the CRA was created in 1999, District 2 suffered because of the greater return on the area that was chosen. Lastly, he spoke in support of sunsetting the current CRA and putting the money where it belongs.

MR. DROSKY

Broward League of Cities - Mr. Drosky said the inclusionary affordable housing item that was on the Broward County agenda was deferred indefinitely, which is good for cities. Thereafter, he provided a brief background on the item. He said the CARES Act funding was also on their agenda and was approved by an 8-0 vote; however, they are still working on some issues regarding cultural institutions in Broward County, nonprofit agencies and homelessness, which may have to come from other cities' portion of the allocated dollars. Mr. Drosky said although these issues will be discussed, the most important aspect is that the plan was approved and the $102 million is available for the cities to start accessing immediately.

VICE CHAIR PARNESS

CRA in District 2 - Vice Chair Parness said if a new CRA was funded for District 2, additional money would have to come from the tax base that it raises; whereas, after the initial investment it wouldn't go anywhere. He said when he meets with potential new businesses, he refers them to Mr. Preston because he knows District 2 needs new businesses; whereby, for a CRA to function well in District 2, businesses are needed to sustain it. Thereafter, he provided an example of how he is working with private entities to provide funding to upgrade the Marty Popelsky Park. Lastly, he said District 2 needs more businesses and growth to revive the area and is against sunsetting the current CRA.

CHAIR GANZ

Misinformation - Chair Ganz clarified that the Board did not spend over $1 million just to move the bus stop. The project not only includes relocating the bus stop, but undergrounding all the utilities, etc.

ADJOURNMENT

MOTION was made by Vice Chair Parness, seconded by Mr. Preston, to adjourn the meeting at 7:21 p.m. Voice Vote:

Yeas: 5 – Mr. Drosky, Mr. Hudak, Mr. Preston, Vice Chair Parness and Chair Ganz

Nays: 0

BILL GANZ, CHAIR

Samantha Gillyard, CMC, City Clerk

CITY OF DEERFIELD BEACH NON-UNIFORMED
EMPLOYEES' RETIREMENT COMMITTEE
SUMMARY OF REGULAR MEETING MINUTES
July 14, 2020

ROLL CALL: The virtual regular meeting of the Board of Trustees of the City of Deerfield Beach Non-Uniformed Employees' Defined Benefit Pension Fund was called to order at 1:42 PM on July 14, 2020 via Video Conference using Zoom.

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

OTHERS PRESENT:
Fund Attorney Pedro Herrera of Sugarman & Susskind, Scott Owens and Andy McIlvane of Graystone Consulting and Fund Administrator Livia Giuliani of Benefits USA, Inc.

APPROVAL OF MINUTES:
March 9, 2020
Trustee Patterson moved to approve the March 9, 2020 meeting minutes and Trustee Rolwing seconded the motion and it passed 4-0.

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

INVESTMENT REPORTS: Q/E 3/31/2020
Mr. Owens reported on the economy noting that DJIA fell 22.70%, the NASDAQ declined 14.2% and the S&P dropped 19.6% during the first quarter. Energy declined the most at 50.5%. Others included Financials, Industrials and Materials declining 31.9%, 27% and 26.1% respectively. Technology, Healthcare and Consumer staples were outperformed 11.9%, 12.7% and 12.7% respectively. The large cap index lost 20.2%, the large cap growth lost 20.2%; large cap growth was down -12.7% outperforming large cap value of -24.4%. The Russell mid cap lost 27.1%; mid cap growth was down -19.1% outperforming mid cap value of -33.7%. The Russell small cap lost 30.6%; small cap growth was down -25.4% outperforming small cap value of -37.2%. The International Market declined slightly as the MSCI-EAFE dropped -22.7%. The Bond market was positive noting that the Bloomberg Barclay's Aggregate rose 3.2%. The interest rates fell to zero and the 10-year treasury note fell to -0.61% from the last quarter's 1.92% and the 3-month treasury bill declined to 0.06% from the last quarter's 1.54%.

Mr. Owens reported on the fund returns noting that the total fund return for the quarter was -13.13% vs. the policy index of -12.98%; the Wedge large cap equity returned -26.81 vs. the index of -26.73%; Sawgrass returned -14.67% vs. the Russell LC index of -14.10%; London Company returned -27.55% vs. the Russell 2000 of 30.61%; Lazard and Renaissance returned -25.54% and -27.43% respectively vs. the MSCI AC index of -23.35%. Sage Fixed income return 0.23% vs. the Barclays' Gov't Cr index of 2.40%; Wedge Fixed income returned 3.36% vs. the Barclays' Gov't Cr index of 3.37%; Blackrock was down -7.15% vs. the HFRX Fixed index of -6.39%; Blackstone was down -14.53% vs. the HFRX Global index of -6.85% and AEW Real Estate was down -0.94% vs the NCREIF index of 0.71%.

INVESTMENT REPORTS: Q/E 6/30/2020
Mr. Owens reported on the returns noting that most of the loss from the first quarter has been recovered. The total fund return for the quarter was 11.53% vs. the policy index of 12.51%. Wedge equity returned 19.75% vs. 14.9%; Sawgrass returned 22.7% vs. the Russell 1000 index of 27.84%;

London Company returned 16.60% vs. the Russell 2000 of 25.42%. Lazard and Renaissance returned 15.63% and 17.88% respectively vs. the MSCI AC index of 16.12%. For the quarter, Sage Fixed income returned 4.19% vs. the BC Cr Index of 2.81%; Wedge fixed income returned 4.73% vs. the BC credit bond index of 3.71%. Blackrock returned 4.55% vs. 8.61%; Blackstone returned 7.86% vs. 6.19% and AEW returned 0.10% vs. the NCREIF index of 0.00%.

Mr. Owens reported that AEW has not been performing and recommended a rebalance by moving the money out of AEW. Since it will take several quarters to get the funds back, it can be decided later where to put it. Mr. Owens noted that once the funds are received, they will look at the manager allocations at that time and make a recommendation. That being said, Trustee Patterson moved to accept the Consultant's recommendation and Trustee Rolwing seconded the motion. The motion passed.

NEW BUSINESS:
There was no New Business discussed.

UNFINISHED BUSINESS:
There was no unfinished business discussed.

CONSENT AGENDA for approval:
For Ratification: Warrants #294-296

Benefits USA, Inc. (Flat Monthly Fee for April 2020)	$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for April 2020)	$275.00
Benefits USA, Inc. (Flat Monthly Fee for May 2020)	$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for May 2020)	$275.00
Fifth Third Bank (Q1-2020 Custodian Fee-Invoice #6173000 dated 4/6/2020)	$3,215.72
GRS (Services Rendered for February & March; Inv #454323 dated 4/7/2020)	$8,751.00
Lazard Asset Mgmt (Q1-2020 Mgmt Fee-Invoice #1773928 dated 4/14/2020)	$2,592.84
London Company (Q1-2020 Mgmt Fee-Invoice dated 4/13/2020)	$8,602.00
Renaissance Inv. Mgmt (Q1-2020 Mgmt Fee-Invoice dated 4/3/2020)	$3,197.83
Sage Investments (Q1-2020 Mgmt Fee-Inv #20200331-564-A dated 3/31/2020)	$5,028.75
Sawgrass Asset Mgmt. (Q1-2020 Mgmt Fee-Inv #dege1l2s-033120 dated 4/13/2020)	$8,624.46
Sugarman & Susskind (Legal Fees-Invoice #147585 dated 4/2/2020)	$3,000.00
Sugarman & Susskind (Legal Fees-Invoice #148603 dated 5/7/2020)	$3,000.00
Wedge Capital Mgmt (Q1-2020 Mgmt Fee-LCV a/c #W00639 dated 4/22/2020)	$10,022.42
Wedge Capital Mgmt (Q1-2020 Mgmt Fee-FI a/c #W01170 dated 4/22/2020)	$6,913.82
Total	**$66,398.84**
Benefits USA, Inc. (Flat Monthly Fee for June 2020)	$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for June 2020)	$275.00
Graystone Consulting (Q1-2020 Consulting Fee-Inv #10128320132 dated 5/11/2020)	$11,875.00
Sugarman & Susskind (Legal Fees-Invoice #149358 dated 6/4/2020)	$3,000.00
Total	**$16,600.00**
Benefits USA, Inc. (Flat Monthly Fee for July 2020)	$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for July 2020)	$275.00
Sage Advisory Svcs. (Q2-2020 Mgmt Fee-Inv #20200630-564-A dated 6/30/2020)	$4,892.60
Sawgrass Asset Mgmt. (Q2-2020 Mgmt Fee-Invoice #dege1l2s-063020 dtd 7/8/20)	$10,576.62
Sugarman & Susskind (Legal Fees-Invoice #150375 dated 7/9/2020)	$3,000.00
Total	**$20,194.22**

COLA Payments paid in June for Ratification: **$4,011.68**

Trustee Rolwing moved to approve the Consent agenda and Trustee Magnuson seconded the motion. The motion passed 4-0.

ATTORNEY'S REPORT:

The Attorney reported that the SECURE Act became effective on January 1, 2020, and it will affect many retirement plans. The SECURE Act removes the age limit to make IRA contributions. Originally, members were not allowed to make contributions to their IRA once they reached age 70½. This could benefit people who are working past age 70 since they can now continue making IRA contributions indefinitely. The SECURE Act also raised the age for these required minimum distributions (or RMDs) from 70½ to 72. However, the new rule does not apply to those already older than 70 ½ or turned 70 ½ as of December 31, 2019. The Attorney noted that his office will DRAFT up an Ordinance for the Board's adoption and to be sent to the City Commission for approval. Trustee Patterson moved to adopt the Secure Act Ordinance and Trustee Magnuson seconded the motion and the motion passed.

ADMINISTRATOR'S REPORT:

The Administrator had nothing further to report.

NEXT MEETING DATE:

The Administrator reported that the next meeting date is November 9, 2020 at 1:30 pm.

ADJOURN:

Trustee Patterson moved to adjourn and Trustee Magnuson seconded the motion. The meeting was duly adjourned at 3:12 pm.

_____ _____

Secretary Date

CITY OF DEERFIELD BEACH NON-UNIFORMED EMPLOYEES' RETIREMENT COMMITTEE
SUMMARY OF SPECIAL MEETING MINUTES
September 8, 2020

ROLL CALL:
The virtual regular meeting of the Board of Trustees of the City of Deerfield Beach Non-Uniformed Employees' Defined Benefit Pension Fund was called to order at 1:57 PM on September 8, 2020 via Video Conference using Zoom.

TRUSTEES PRESENT: David Rolwing, Lee Magnuson and John Patterson

OTHERS PRESENT:
Fund Attorney Robert Sugarman of Sugarman & Susskind, and Fund Administrator Livia Giuliani of Benefits USA, Inc.

New Business;

Trustee Election

The Attorney spoke briefly noting that the purpose of this meeting was to have the Board formally instruct the City to conduct an election to replace deceased Chairman Wayne Miller within 30 days of the meeting. The Attorney also noted that a Board member must assist the City in opening the ballots when the election has concluded. Trustee Magnuson said he would assist the City with the election.

Selection of Chairman

The Attorney also noted that the Board needs to select a Chairman at this meeting. If the Chairman who is selected now does not wish to remain as Chairman, the Board can choose another Chairman at the next meeting when there is a full Board. John Patterson was selected as Chairman.

Authorized Signors

The Administrator noted that she needs to have updated signatures for the Bank and would be sending the forms out to the Trustees for signature.

Next Meeting Date:
The Administrator reported that the next meeting was scheduled for November 9, 2020 at 1:30 pm.

Adjournment:
Trustee Patterson moved to adjourn and Trustee Magnuson seconded the motion. The meeting was duly adjourned at 2:17 pm.

_____ _____
Secretary Date

City of Deerfield Beach
CULTURAL COMMITTEE BOARD
APPROVED MINUTES
MEETING of October 19th, 2020 on Zoom

1. Call to order/roll call

The meeting was called to order at 6:32 PM. The following Board Members were in attendance:

Voting	Non-Voting
Karen Hardy	
Perry Victor	
Judy Wilson arrived at 6:59 PM	
Katy Freitag	
Martha Henry	
Thelema Lamar arrived at 6:37 PM	

2. Old Business

a. "Starving Artist Art Festival" - Scaled down Art Festival

- Committee discusses the potential of having the Starving Artist Art Festival
  - Perry wants to charge per artist set for $75
  - Ashley confirmed budget for this year at $74265 and will send over the budget
  - Perry suggest for a virtual component, to keep it small and inexpensive
  - Katy offers to drop it to $75, food trucks, no music, small, no t-shirt and no management team, 30 booths, and no capping the price of what artist want to sell merchandise for.
  - Martha does not agree with the event for safety reason.
  - Thelema inquires if musicians will be considered as artist and concerned about the spread
  - Judy feels the event is to happen based on date and place, but people will come out.
  - Ashley offered locations: Arboretum, Villages of Hillsboro, Middle school football field, pioneer park, and Sullivan park

I. Number of vendors

- Committee discussed only having 30 vendors join the event.

II. Festival Date

- Katy stated she will work with Ashley on the event propose to submit to commission for approval.
- Katy motioned to proceed with event the Starving Artists Art Festival event on March 20th, with rain date April 10th. Second by Judy. All in favor.
- Katy motioned to table all details for the Starving Artists Art Festival until next meeting. Thelema second. All in favor.

b. Drive-in Movie

- Katy motioned to have the movie at Villages of Hillsboro. Judy second. All in favor

I. Movie

- Karen mentioned they were looking to show the Jersey Boys movie.

II. Date

- Karen stated that the event date is tentatively set for Friday, December 11, 2020. This is pending commission approval.

III. Proposal

- Karen mentioned that she will be working on the Drive-in movie proposal to bring in front of commission for approval.

IV. Alcohol

- All committee members agree to not have any alcohol sales at the Drive in movie.

V. Charging per vehicle

- Katy motioned to charge $5 per car. Second by Judy. All in favor.

VI. Volunteers

- Needs volunteers to hand out the candy to the cars and parking lot
- Karen will work on proposal to Ashley

VII. Event chairs

- Katy will work with Ashley for the candy company and volunteers to hand out the candy.

3. Comments from the Chair & Vice Chair
   - Katy motioned to have the festival on March 20th with a rain date on April 10th. Second by Judy. All in favor.
   - Karen- Commented on the Thank you letter
   - Katy- remarks and offended on the commissioner Preston's want to put together another committee for District 2
   - Judy – wants to be involved in the black community
4. Comments from Committee
5. Comments from Staff
   - Ellen - next meeting may have to be in person
6. Comments from Alternates
7. Comments from Public
   - Jane - concern if the meeting is held face to face will the room be sanitized.
   - Ashley - reassured, temp checks, waivers, mask and distance.
   - Gaby - inquired about the money for the mural in 2018. Grant was not given.
8. Next Meeting – November 16th
9. Adjournment
   - Perry motions to adjourn the meeting. Seconded by Katy. All in favor.

Committee Mission Statement

The mission of the Deerfield Beach Cultural Committee is to assist the City of Deerfield Beach in positioning Deerfield Beach as the city with the most desirable cultural environment for individuals and families as well as businesses both large and small by providing a cultural environment that is accessible, progressive and positive in design.

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, October 19, 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
Matthew T. Ramenda, Weiss Serota Helfman Cole & Bierman, P.L.
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 7:30 P.M.

APPROVAL OF MINUTES: A Motion to approve the September 14, 2020 First Budget Meeting Minutes was made by Commissioner Bryan and seconded by Vice Chair Gore. The Motion to approve the minutes was approved unanimously. (7-0)

A Motion to approve the September 21, 2020 Second Budget Meeting Minutes was made by Commissioner Bryan and seconded by Vice Chair Gore. The Motion to approve the minutes was approved unanimously. (7-0)

A Motion to approve the September 21, 2020 Regular Meeting Minutes was made by Commissioner Bryan and seconded by Commissioner Sarkis. The Motion to approve the minutes was approved unanimously. (7-0)

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Commissioner Loesel and seconded by Commissioner Bryan for approval of all outstanding bills in the amount of $46,747.43. The bills were reviewed and discussed in detail. The motion was approved unanimously. (7-0)

APPROVAL OF CURRENT MONTH'S EXPENSES: Motion was made by Commissioner Loesel and seconded by Vice Chair Gore 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 were four hours of dredging time outside the jetty, just shy of marker number 4, resulting in 3.5 hours of sand bypassed to Pompano Beach which resulted in 1,800 cubic yards in the sand trap before the malfunction in the rubber coupling element.

INLET STATUS REPORT: Captain Draughon advised the Board that the crew refurbished the beach elbow and the buoys. He advised that the crew was digging outside earlier in the week and there was a malfunction in the rubber coupling element that connects the engine to the pump. Captain Draughon was able to get the part ordered, overnighted from Ellicott and the crew replaced it and did a test run with engine and pump. Captain Draughon advised that both beaches are holding up despite the crazy tide. He advised that he can share some pictures of water coming up to the trailer. He stated it is the highest we have seen in a while. There were 2,250 cubic yards of sand bypassed to Pompano Beach for the month of September.

NEW BUSINESS:

REVIEW REQUEST FOR PROPOSAL ("RFP") FOR MODULAR SITE: Attorney Tolces discussed his concerns regarding the RFP for Modular Site in his Memorandum to the Board and stated he needs input on how they want to proceed with respect to (1) Specifications on Page 1, (2) Procurement Schedule on page 2, and (3) the Evaluation/Scoring Criteria in Section 3.1. The Board will review the proposals.

Chair Holland stated that it should be broken into two parts wherein (1) an engineer will prepare a drawing for the foundation and (2) then attach the modular building. Commissioner Bryan advised that we need to have engineers prepare drawings for the platform. Commissioner Sarkis stated split the proposal into two parts, foundation first and then the modular building. Chair Holland stated that the Board should inquire if Ray Qualmann Marine Construction, Inc. can lay the foundation. Commissioner Chappell agreed.

Motion was made by Commissioner Bryan and seconded by Commissioner Loesel to have Chair Holland and Captain Draughon meet with Ray Qualmann Marine Construction, Inc. regarding a price quote. The motion was passed unanimously. (8-0)

The Board decided to table the RFP for a modular building until next month.

REVIEW DRAFT FOR REQUEST FOR QUALIFICATIONS ("RFQ") FOR COASTAL ENGINEERING SERVICES: Attorney Tolces discussed the Request for Qualifications (RFQ) for Coastal Engineering Services and stated responses to the RFQ are due at the end of November. One of the reasons why the Board is asking for the RFQ is the high turnover rate at Coastal Systems International, Inc. Attorney Tolces advised that he received notification from Coastal Systems International, Inc. that the District will have a new Project Manager.

The Board discussed how they are going to score/evaluate the forms on the RFQ. Commissioner Sarkis inquired who will be assigning the points and if the November 30 deadline is realistic.

Chair Holland asked Attorney Tolces if the new company for coastal engineering services will know what Coastal Systems International, Inc. did for the District. Attorney Tolces stated he can list existing permits.

Commissioner Sarkis stated there should be no points, just bullet points regarding the criteria. Commissioner Bryan agreed. Chair Holland stated other companies provided presentations last time. Commissioner Chappell stated that after ranking, the companies need to do a presentation. The District should narrow it down to three companies and then do a presentation to the Board. Attorney Tolces advised that he will include a procurement schedule when the District awards one firm.

Motion was made by Commissioner Chappell and seconded by Commissioner Bryan to authorize the issuance of the RFQ for Coastal Engineering Services. The motion was approved unanimously. (8-0)

ANNUAL SALARY REVIEW: The Board discussed a salary adjustment for District employees. A Motion was made by Vice Chair Gore and seconded by Commissioner Sarkis for a three percent (3%) cost of living increase for 2020. The motion was approved unanimously.

OLD BUSINESS:

AIDS TO NAVIGATION AT THE NORTH JETTY UPDATE: Attorney Tolces introduced Matthew Ramenda of Weiss Serota Helfman Cole & Bierman P.L. to discuss the issue with respect to the placement of warning signs on the North Jetty, and whether or not the District has a duty to provide navigation aids with respect to the Inlet. Attorney Ramenda advised the Board that the District does not have a duty to provide navigational aids. If the District were to install the aids to navigation and then be found liable in tort for damages due to a failure to maintain the signs, the District could be liable for up to $200,000.00 in damages under Florida law. Attorney Ramenda reviewed case law with the Commissioners and advised that the District could be potentially liable in the event navigational aids are provided and they are not maintained properly.

Chair Holland stated if the District puts up simple signs, the District will not let them fall into a state of disrepair. The District has been taking care of the "slow down" signs. Captain Draughon advised the Board that the crew can maintain the signage if they are installed.

Commissioner Sarkis commented on the United States Coast Guard and signage issue. Attorney Tolces advised the Board if the District put up a sign, the District would ensure that the sign would stay up; however, the District will have to go through the United States Coast Guard ("Coast Guard") permitting signage process.

Commissioner Chappell asked if the District can have a discussion with the Coast Guard regarding having the Coast Guard install signage and the District maintain it. From a liability perspective to have the Coast Guard install the signage the District can avoid doing all the permitting. He inquired if the Army Corps of Engineers /Florida Department of Environmental Protection will

provide an exemption to do the permitting can it be a cost savings for the District from a permitting perspective, but have the District maintain the signage.

Commissioner Tarifi inquired who is responsible for safe navigation in the inlet, and stated that the Commission cannot allow the potential liability dictate what the District will do. Attorney Tolces advised that under the Charter, the District is not necessarily responsible for the individual boater's safety with respect to the operation of their vessel. The District is responsible for maintaining the inlet navigation with respect to bypassing the sand.

Commissioner Tarifi stated since it is delineated in the Charter, we need to do what we have to do to maintain the safety to aids to navigation. Commissioner Sarkis stated that is not his understanding of what the Charter says.

Commissioner Loesel stated that the District just has to maintain the inlet. Commissioner Tarifi stated there are two roles of every entity. One duty is to allow for recreational use, and the second one is pumping sand down drift.

Commissioner Chappell inquired about Section 7, Number 1 of the Charter attached to the Memorandum, wherein the Section explains the Board of Commissioners' duties in regards to the inlet. Based on that section, Commissioner Chappell asked attorney Ramenda's opinion if it is the purpose of the District to aid in navigation, is the District's purpose to aid navigation solely by the dredging of the inlet. Attorney Ramenda stated he will defer to attorney Tolces as to the purpose of the District, but with respect to liability he looked at the discreet issue on whether or not there is a duty to put up navigational aids, and the case law provides that there is not a duty. If the District installs any aids to navigation, they must be maintained, otherwise the District could be liable.

Commissioner Loesel inquired about how the District can educate boaters. Commissioner Tarifi stated most boaters are young boaters.

Captain Draughon inquired if signs can be put on the Coast Guard Beach so they do not interfere with operations. Commissioner Chappell inquired if we have ever written to the Broward Sheriff's Office regarding this issue. Captain Draughon stated when the crew is dredging the crew tries to get people to slow down but they do not listen. Commissioner Chappell asked if we can contact the Broward Sheriff's office for assistance in our District operations on the Coast Guard Beach.

Attorney Tolces advised that he will continue his discussions with the United States Coast Guard but this time to see if the District can shift the responsibility for the signs, and see if the U.S. Coast Guard can come up and with meet with Captain Draughon to see if there is any possibility for the District to install signs on what is essentially the Coast Guard's property. The District should also reach out Broward Sheriff's Office to see what they can do from a marine patrol perspective to assist the District.

Chair Holland stated the District finished the deepening of the channel, he wanted three green markers installed and three red markers installed due to cross currents.

Commissioner Tarifi suggested that the District contact other inlets to see what they do relative to signage.

COMMISSIONER COMMENTS:

Attorney Tolces advised that the Board that next month's meeting may be in person.

ADJOURNMENT

Motion was made by Vice Chair Gore to adjourn the meeting and seconded by Commissioner Loesel. The meeting was adjourned at 8:32 PM by Chair Holland.

Respectfully submitted,

_____

Kimberly Longo, District Secretary

City Commission Meeting - December 1, 2020

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, December 1, 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 December 1, 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 December 1, 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 December 1, 2020.
      i. Use the following link below to access the meeting via Zoom:
https://deerfield-beach.zoom.us/j/89227705724?pwd=VjFuUkpwU3d2bk95dUxkdXhseXh5QT09
      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: 892 2770 5724#, Participant ID: #, Password: 438528#

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 December 1, 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. 2020-710

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

Agenda Date: 12/1/2020

Status: QUASI-JUDICIAL PUBLIC HEARINGS

In Control: City Commission

Title
P.H. 2021-018: APPLICATION NO. 11-B2-111 Rev. 3 (Aldi Expansion – Federal Marketplace)

Recommended Action
Commission to vote on Resolution

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

Background/History
The Applicant, Aldi Florida, LLC, is requesting approval of a major site plan application to expand the existing Aldi Supermarket from 15,945 square feet to 17,568 square feet, an addition of 1,623 square feet at the southeast corner of the building. The site plan demonstrates modifications to the existing sidewalk and parking adjacent to the south and east sides of the building to accommodate the expansion. Additional façade and landscape improvements are also proposed to update the site and accommodate the modifications to the building.

The site plan demonstrates removal of four (4) parking spaces on the east side of the building, as well as ADA and sidewalk improvements. One additional parking space is proposed on the south side of the building, which totals a net loss of three (3) spaces from the previously approved site plan. The development plan proposes 126 parking spaces, exceeding the 125 spaces required by Code for all combined uses on site and including four (4) shared parking spaces with Little Havana.

The Applicant has also submitted Sign Variance Case No. 778, which is subject to separate City Commission approval.

A daily trip calculation was submitted and since trip generation for the proposed expansion did not exceed 500 trips per day, a traffic analysis was not required for the proposed scope of work.

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

The Community Appearance Board approved the application on September 23, 2020.

The Planning and Zoning approved the application on November 5, 2020.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN APPLICATION FROM ALDI FLORIDA, LLC TO EXPAND THE EXISTING ALDI SUPERMARKET BY 1,623 SQUARE FEET FROM 15,945 SQUARE FEET TO 17,568 SQUARE FEET AND ASSOCIATED SITE AND PARKING LOT IMPROVEMENTS ON THE 8.4 ACRE PROPERTY LOCATED AT 747 SOUTH FEDERAL HIGHWAY (APPLICATION NO. 11-B2-111 REV. 3); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 11-B2-111 Rev. 3 (the "Site Plan Application") has been submitted to the City by Aldi Florida, LLC (the "Applicant") seeking site plan approval to expand the existing Aldi supermarket from 15,945 square feet to 17,568 square feet and associated site and parking lot improvements (collectively, the "Expansion") on the property located at 747 South Federal Highway, Deerfield Beach, FL in the B-2 Highway Business zoning district; and

WHEREAS, the Expansion site is an approximately 8.4 acre site legally described as CENTRUM FEDERAL 180-103 B PARCEL A, as more particularly described in the file, and located at 747 South Federal Highway, Deerfield Beach, Florida (the "Property"); and

WHEREAS, the Property currently contains an existing 15,945 square foot Aldi Supermarket and the Applicant intends to expand the existing supermarket by 1,623 square feet at the southeast corner of the building, and modify the existing sidewalk and parking adjacent to the south and east sides of the building to accommodate the expansion; and

WHEREAS, the Site Plan Application also proposes additional façade and landscape improvements to update the site and accommodate the Expansion; and

WHEREAS, the Site Plan Application was reviewed and approved by the Community Appearance Board on September 23, 2020; and

WHEREAS, the Site Plan Application was reviewed and recommended for approval by the Planning and Zoning Board on November 5, 2020; and

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

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

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

Section 2. The Site Plan Application is hereby approved, subject to all requirements set forth in the DRC report, as amended and dated November 6, 2020, which shall be deemed conditions of this approval and shall be satisfied by the Applicant

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

_____
BILL GANZ, MAYOR

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN APPLICATION FROM ALDI FLORIDA, LLC TO EXPAND THE EXISTING ALDI SUPERMARKET BY 1,623 SQUARE FEET FROM 15,945 SQUARE FEET TO 17,568 SQUARE FEET AND ASSOCIATED SITE AND PARKING LOT IMPROVEMENTS ON THE 8.4 ACRE PROPERTY LOCATED AT 747 SOUTH FEDERAL HIGHWAY (APPLICATION NO. 11-B2-111 REV. 3); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 11-B2-111 Rev. 3 (the "Site Plan Application") has been submitted to the City by Aldi Florida, LLC (the "Applicant") seeking site plan approval to expand the existing Aldi supermarket from 15,945 square feet to 17,568 square feet and associated site and parking lot improvements (collectively, the "Expansion") on the property located at 747 South Federal Highway, Deerfield Beach, FL in the B-2 Highway Business zoning district; and

WHEREAS, the Expansion site is an approximately 8.4 acre site legally described as CENTRUM FEDERAL 180-103 B PARCEL A, as more particularly described in the file, and located at 747 South Federal Highway, Deerfield Beach, Florida (the "Property"); and

WHEREAS, the City Commission has reviewed the Site Plan Application for the proposed Facility, and has determined that the Applicant has not satisfied the requirements as set forth in Section _____ of the City of Deerfield Beach Land Development Code.

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

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

Section 2. The City Commission hereby finds that the Site Plan Application does not meet the requirements of the City of Deerfield Beach Land Development Code and is therefore denied.

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

_____
BILL GANZ, MAYOR

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

PUBLIC HEARING NOTICE

November 20, 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:

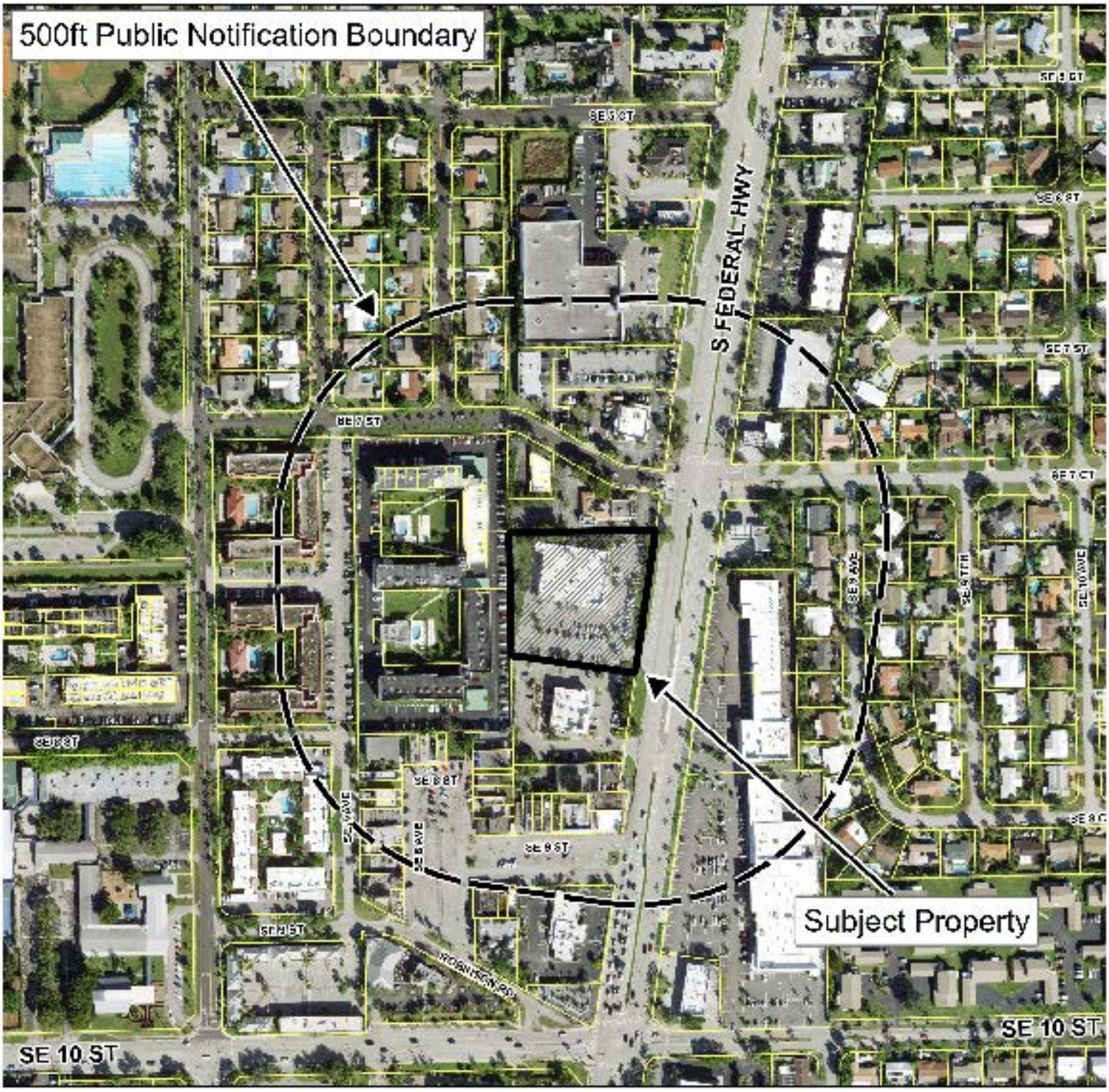
P.H. 2021-018: APPLICATION NO. 11-B2-111 Rev. 3 (Aldi Expansion – Federal Marketplace)
Applicant: **Aldi Florida, LLC represented by Thomas Engineering Group, LLC.**
Proposal: Major site plan application seeking approval to expand the existing Aldi Supermarket from 15,945 SF to 17,568 SF (addition of 1,623 SF) with associated site and parking lot improvements to terminal islands, parking spaces, and sidewalk.
Location: The property is generally described as CENTRUM FEDERAL 180-103 B PARCEL A, more particularly described in the file, and located at **747 South Federal Highway.**

A public hearing will be held on **TUESDAY, DECEMBER 1, 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

Major Site Plan Application 11-B2-111 Rev. 3

Sign Variance Case No. 778

747 S. Federal Hwy.

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

0 160 320 Feet

Deerfield Beach
Florida

Development Review Committee
Summary Report
Development Plan Application Review

General Information

Application No.	11-B2-111 Rev. 3
Project Name:	Aldi Expansion – Federal Marketplace
Applicant:	Aldi Florida, LLC
Agent:	Thomas Engineering Group, LLC
Requested Action/Description:	Major site plan application seeking approval to expand the existing Aldi Supermarket from 15,945 square feet to 17,568 square feet (addition of 1,623 square feet) with associated site and parking lot improvements to terminal islands, parking spaces, and sidewalk.
Location:	747 South Federal Highway
Legal Description:	CENTRUM FEDERAL 180-103 B PARCEL A
Size:	+/- 8.4 acres (gross)
Existing Zoning:	B-2 (Highway Business)
Existing Land Use:	Commercial (grocery store)
Future Land Use Plan Designation:	Commercial

Surrounding Land Use and Zoning:

	Existing Land Use	Zoning
North:	Restaurant	B-2 (Highway Business)
East:	Commercial	B-2 (Highway Business)
South:	Restaurant	B-2 (Highway Business)
West:	Multi-Family Residential	RM-15 (Residence, Multi Family)

Applicable Regulations:	Deerfield Beach Land Development Code
Plat Restrictions:	This plat is restricted to 22,000 SF of commercial use on Parcel "A' and 14,000 SF of commercial use on Parcel "B". No free standing or drive-thru bank facilities are permitted on this plat without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts.

Department Comments & Requirements

REQUEST:

The Applicant, Aldi Florida, LLC, is requesting approval of a major site plan application to expand the existing Aldi Supermarket from 15,945 square feet to 17,568 square feet, an addition of 1,623 square feet at the southeast corner of the building. The site plan demonstrates modifications to the existing sidewalk and parking adjacent to the south and east sides of the building to accommodate the expansion. Additional façade and landscape improvements are also proposed to update the site and accommodate the modifications to the building.

The site plan demonstrates removal of four (4) parking spaces on the east side of the building, as well as ADA and sidewalk improvements. One additional parking space is proposed on the south side of the building, which totals a net loss of three (3) spaces from the previously approved site plan. The development plan proposes 126 parking spaces, exceeding the 125 spaces required by Code for all combined uses on site and including shared parking with Little Havana.

BACKGROUND:

Pursuant to *Section 98-12. - Applications for development permits*, a major site plan application is required since the modifications included within the proposed scope of work exceed ten (10) percent of the building and development plan. The property is located in the B-2 zoning district of the Deerfield Beach Land Development Code and within the Coastal Community Special Architectural District.

The Aldi Supermarket was originally approved in 2013 and developed under Site Plan No. 11-B2-111 Rev. 1, which also includes the adjacent parcel to the south (777 S. Federal Highway, Chipotle/Panera). Sign Variance Case No. 722 was approved by the City Commission in 2013 for the existing Aldi Supermarket signs. Site Plan No. 11-B2-111 Rev. 2 was approved as a minor modification for landscape changes along Federal Highway. There is an existing reciprocal easement agreement for both parcels for shared use of driveway access. The previously approved site plan also designates use of four shared parking spaces for the adjacent property to the north (721 S. Federal Highway, Little Havana Restaurant). The reciprocal easement agreement and use of shared parking to the north is maintained and has not been affected by the proposed scope of work included in Revision 3.

The Applicant has submitted a separate Sign Variance request (Case No. 778), which is in review by staff and subject to City Commission approval.

A trip generation analysis was submitted and since trip generation for the proposed expansion did not exceed 500 trips per day, a traffic study was not required for the proposed scope of work.

The Community Appearance Board approved the application on September 23, 2020.
The Planning and Zoning approved the application on November 5, 2020.

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

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

The application has been reviewed by the Development Review Committee (Planning & Zoning, Landscape, Environmental Services, Fire Rescue). All staff comments have been addressed and the application is considered to be in compliance with the Land Development Code, subject to City Commission approval of the sign variance request. Staff DRC comments are attached to this report.

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan: Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation identifies the parcel as Commercial. The use of the property as a retail grocery store is permitted within this designation and in compliance with the Deerfield Beach Comprehensive Plan FLU element.

2. Land Development Requirements: Pursuant to the City of Deerfield Beach official zoning map, the property is located within the B-2 zoning district. The existing retail grocery store use complies with the Deerfield Beach Land Development Code.

3. Findings of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning; Per Section 98-17(15), there must be a finding of compatibility as defined in the Land Development Regulations, between adjacent and neighboring uses (500 feet) and the proposed development. By definition, compatibility is to be measured based on the following compatibility characteristics of the proposed development in relationship to the immediate surrounding area:

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

   The existing use as retail grocery store is permitted in the B-2 zoning district. The expansion of the building complies with applicable Code requirements for the district. The adjacent uses, structures and activities surrounding the parcel include restaurants to the north and south, retail/restaurants to the east, and multifamily residential to the west.

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

   The proposed site plan demonstrates the addition of 1,623 square feet at the southeast corner of the building, increasing the gross area from 15, 945 square feet to 17,568 square feet. Although the height of the structure is not changing, façade improvements are proposed to update the design to current Aldi Supermarket store standards. The façade modifications include increase in height of the south and east side building parapet, window and minor architectural treatments.

   The proposed location, dimensions, height and floor area of both proposed buildings are considered compatible with the surrounding commercial area and comply with the Land Development Regulations.

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

   There are no changes proposed to existing access drives and services areas. The previously approved site plan designates use of four shared parking spaces for

the adjacent property to the north (721 S. Federal Highway, Little Havana Restaurant), which has not been affected by the proposed site plan modification.

As a result of the building expansion, Code requires that Aldi Supermarket increase amount of off-street parking by five (5) spaces, totaling 40 parking spaces for the grocery retail store use. The site plan demonstrates removal of four parking spaces in the front of the building, as well as ADA and sidewalk improvements. One additional parking space is proposed on the south side of the building, which totals a net loss of three spaces from the previously approved site plan. The site plan proposes 126 parking spaces, exceeding the 125 spaces required by Code for all combined uses and including shared parking with Little Havana.

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

Although the level of intensity is expected to increase slightly as a result of the building expansion, the impacts to trip generation are minimal, with the addition of 111 daily trips for the proposed expansion.

Hours of operation and noise levels are expected to remain the same as the use is not changing. There are no modifications proposed to outdoor lighting.

(e) *Alteration of light and air;*

The proposed building expansion is not anticipated to impact light and airflow.

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

The proposed site plan meets the required building setbacks of the B-2 zoning district, measuring approximately 79.49 feet from the east property line, 56.23 feet from the west property line, 21.09 feet from the north property line, and 136 feet from the south property line. Landscaping is included on the plans and in compliance with Code requirements.

(g) *Conditions, uses or activities which pose a significant risk to the safety or security to those under 18 years of age using schools, churches, parks, playgrounds or other facilities which cater to those under 18 years of age;*

The application is not proposing any uses or activities which would pose a significant risk to the safety and security to those less than 18 years of age within 500 feet of this site.

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

The application is not proposing any uses or activities which would pose a significant risk to the safety and security to those less than 18 years of age within 500 feet of this site.

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

There are no uses proposed that would pose a risk to single family residences within 500 feet of the subject property.

SUMMARY & REQUIREMENTS

Staff's review of Application 11-B2-111 Rev. 3 has found that the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan and 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.

DEVELOPMENT REVIEW COMMITTEE

Project Name:	**Aldi Expansion**	**Application No.:**	**11-B2-111 Rev.3**
Reviewer Name:	**Tina Jou**	**Project Address:**	**747 S. Federal Hwy**
Department/Division:	**Planning & Zoning**		
Position:	**Principal Planner**		
Date of Review:	**9/14/2020**		
Submittal No.:	**4**		

A.	**APPLICATION / GENERAL COMMENTS:**
1.	Description of work on application states the proposed expansion is 1296 SF while the project narrative and plans demonstrate expansion is 1805 SF. Revise application to be consistent with site plan.
1.a.	Comment not addressed. Upon resubmittal of plans, applicant must revise the application to reflect updated building area (1,623 SF). This may be completed in person when resubmitting.
1.b.	Comment addressed.
2.	Provide official documentation (i.e. articles of incorporation) stipulating Jordan Ford may sign as property owner for Aldi Florida LLC.
2.a.	Comment addressed.
3.	Applicant must provide a response that they acknowledge/addressed the following comments.
3.a.	Comment addressed.
4.	Per Sec. 98-17(2) submit a trip generation calculation by a certified traffic engineer for the proposed expansion of the use. Note, submittal of a trip generation analysis and review by the City's Traffic Engineering consultant may be required and cost recovery fees may be payable if proposed expansion generates an excess of 500 trips per day
4.a.	Comment addressed.
5.	Submit cross access or similar agreement for adjacent properties (777 S. Federal Hwy. and 721 S. Federal Hwy.).
5.a.	Comment addressed.
6.	The applicant must revise the narrative with the development plan application, describing all proposed modifications and each sheet that is proposed to be amended.
6.a.	Comment addressed.
7.	Proposed modifications to development plans that are intended to replace a plan previously approved by the City Commission or Development Review Committee must be clouded to show all proposed changes.

7.a.	Comment partially addressed. Landscape plans are not clouded.
7.b.	Comment addressed.
8.	Only sheets which are affected by the proposed modification must be submitted. All information on the existing approved plan not affected by the proposed modification must be transferred to the new plan.
8.a.	Comment addressed.
9.	Sheets proposed to be modified must have the same page number, scale and orientation as previously approved sheets.
9.a.	Comment addressed.
10.	If a proposed modification to a development plan adds new pages that were not previously approved, the applicant must explain in the narrative the reason why a new page, and not a modification to an existing page, is necessary.
10.a.	Comment addressed.
11.	Modification of a sheet in a previously approved plan voids that sheet. The proposed modification must provide all data from the previously approved sheet regardless if it is related to the modification. The applicant may request copies of approved plans prior to submitting a modification. If the previously approved sheet does not include the data required for that sheet per Sec. 98-13(8), staff may request to the sheet be updated to meet current Code requirements.
11.a.	Comment addressed.
12.	The Project coordinator (Tina Jou) 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.
12.a.	Comment acknowledged.
13.	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.
13.a.	Comment acknowledged.
14.	Community Appearance Board approval is required prior to approval of site plan. Staff will notify the applicant once application submittal is to be scheduled as item on an agenda. The applicant shall provide both existing and proposed elevations to determine building facades will complement each other. Once staff has advised the item is ready to be scheduled for CAB, submit five (5) sets of revised plans in 11" x 17" with Community Appearance Board application, which include colored building elevations and complete site plan sets.
14.a.	Comment acknowledged.
14.b.	Comment partially addressed. While CAB sets were submitted with application, colored elevations are required with color swatches/pantones per above comment to be scheduled for CAB. Additionally, only the following sheets should be included in the CAB sets: Coversheet, Survey, C-3, C-5, LD-1, LP-1 to LP-4, LI-1 to LI-3, A-

	201, E-1.1. Ensure existing building elevations are attached to plan sets.
14.c.	

B. **COVERPAGE:**

1.	Per Section 98-13(8)(a)(1) Provide the address and folio number.
1.a.	Comment addressed.
2.	Per Section 98-13(8(a)(2) Provide the project description and scope of work.
2.a.	Comment partially addressed. Revise "1,595 ST" within project description to "15,945 SF".
2.b.	Comment not addressed.
2.c.	Comment addressed.
3.	Per Section 98-13(8)(a)(3) Provide adjacent land use and zoning and all curbs and median cuts within 300 feet on location map.
3.a.	Comment addressed.
4.	Per Section 98-13(8)(a)(6) Provide the revision date.
4.a.	Comment addressed.
5.	Sheet index does not list Sheet C-5.1. Revise index to include sheet.
5.a.	Comment addressed.
6.	Remove Sheet C-4.0 Soil Erosion Control Plan from Sheet Index and from site plan set.
6.a.	Comment addressed.

C. **SURVEY:**

1.	Survey must be submitted for entire parcel included within proposed scope of work (747 S. Federal Hwy.). Only a portion of the site is demonstrated on the site plan. Submit survey which complies with the following comments.
1.a.	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. Only net acreage was provided on survey.
2.a.	Comment not addressed. Provide gross acreage on survey.
2.b.	Comment addressed.
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.
4.	Per Section 98-13(8)(b)(3) Show existing buildings or other structures.
4.a.	Comment addressed.
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.
7.	Survey provided in 11x17 set was not signed and sealed.
7.a.	Comment addressed.

D. SITE PLAN:

1.	Calculations provided in site data table must be updated to reflect previous approved site plan and clouded to include proposed changes to development plan, i.e. landscape/pervious/impervious areas, parking stall size breakdown, lot coverage, etc.
1.a.	Comment partially addressed. Revise number of "Total Provided Parking" under the "Parking Summary" section from "125" to "126".
1.b.	Comment addressed.
2.	Parking Summary in site data table does not include shared parking with Little Havana property as included in previous site plan approval. Revise data table to reflect shared parking.
2.a.	Comment addressed.
3.	Proposed wheel stops shall be provided a minimum of 30 inches from edge of pavement measured to back of wheel stop. Revise Sheet C-6.0 to comply with Code.
3.a.	Comment addressed. Sheet C-6.0 is omitted and per Environmental Services, applicant shall demonstrate wheel stops comply with Code requirements at Engineering Permit.

E. ELEVATIONS:

1.	Per Section 78-6(d)(3)(e)(2), Property is located in the Coastal Community Architectural District. Color palette shall follow colors approved for the Cove Overlay District, located here: https://library.municode.com/fl/deerfield_beach/codes/land_development_code?nodeId=SPBLADECO_CH98LADERE_ARTIIIZODIRE_S98-53BCOCOOVDI
1.a.	Comment addressed. Per applicant response, existing colors are not changing.
2.	Confirm if proposed elevations include increase in height of building. Note, existing and proposed elevations are required for CAB submittal.
2.a.	Comment partially addressed. Applicant confirms that parapet will increase in height from 22'10" to 24'9" on the sign tower. Building expansion has a secondary sign tower parapet of 20'9" from 19'7". Overall height of building is not changing. Existing elevations were not submitted.
2.b.	Comment addressed. Elevations provided with CAB sets.
3.	Proposed signage shall demonstrate compliance with Section 102-8(c)(2) Building Signs.
3.a.	Comment not addressed. A sign variance was previously approved by City Commission (Case No. 722) for the existing sign on south elevation at a maximum 46 SF. Therefore, an increase in sign area on south elevation requires City Commission approval which must be reviewed concurrently with this application.

	Note, cabinet signs are prohibited.
3.b.	**Comment partially addressed. Pending approval by CAB and City Commission. Applicant has submitted Sign Variance (Case No. 778) for review. Staff comments to follow under separate cover after initial intake.**
4.	Provide color swatch/pantone number for proposed building colors in exterior finish schedule legend.
4.a.	Comment addressed.
5.	Legend demonstrates label and hatching for faux window; however, it's not clear where the faux window is proposed on elevations. Clarify location of faux windows.
5.a.	Comment addressed.

F.	**PHOTOMETRIC PLAN:**
1.	Photometric plan demonstrates new light poles proposed on the site. Proposed light poles and fixtures shall match architecture of existing light poles and fixtures of entire site.
1.a.	Comment addressed.

G.	**ADDITIONAL COMMENTS:**
1.	Prior to the issuance of a building permit, the applicant must receive a Certificate of Concurrency Letter from the Planning and Development Services Department. This letter will serve as the Development Permit as required under Section 98-18 of the Land Development Code of the City of Deerfield Beach for approval of the site plan.
1.a.	Comment acknowledged.
2.	A Building permit will not be issued until the applicant has also received approval of an Engineering permit for the Environmental Services Department.
2.a.	Comment acknowledged.
3.	Per Section 98-14(f) An application for development plan shall be deemed to have been abandoned becoming null and void after six months of inactivity. If an application has no activity within this time frame, then a new application for development plan along with all applicable fees shall be submitted should the applicant wish to proceed with the project.
3.a.	Comment acknowledged.
4.	As with all developments in Deerfield Beach, before a building permit can be issued, this development must receive approval from the Broward County Environmental Protection and Growth Management Department, Development and Environmental Regulation Division (954-357-6666).
4.a.	Comment acknowledged.

DEVELOPMENT REVIEW COMMITTEE

Project Name:	**Aldi Expansion - Federal Marketplace**	**Application No.:**	**11-B2-111-Rev. 3**
Reviewer Name:	**Harold Hoyte**	**Project Address:**	**747 S Federal Hwy.**
Department/Division:	**Landscape**		
Position:	**Landscape Architect**		
Date of Review:	**9/1/20**		
Submittal No.:	**3**		

A.

SITE PLAN:	
1.	Plans show a reduction in landscape area, this amount should be reflected in the pervious area amount on the site data chart of sheet C-5.0.
1.a	Comment addressed.

B.

LANDSCAPING PLAN:	
1.	The plans submitted are part of a larger site; submit the landscape plan for entire site for a comprehensive review.
1.a	Comment addressed.
2.	Show light pole separation of at least 15 feet from the trunks of Oak Trees and 7.5 feet from the trunks of palms.
2.a	Comment addressed.
3	Landscape plans are not clouded.
3a	**Comment Addressed**

C.

IRRIGATION PLAN:	
1.	Submit full set of irrigation plans.
1.a	Comment addressed.

DEVELOPMENT REVIEW COMMITTEE

Project Name:	**Aldi Expansion -Federal Marketplace Major Site Plan**	**Application No.:**	**11-B2-111-**
Reviewer Name:	**Alfonso Orellana**		
Department / Division:	**Environmental Services**		
Position:	**Plans Reviewer**		
Date of Review:	**05-22-2020**		
Submittal No.:	**Rev. 3**		

A. **APPLICATION / GENERAL COMMENTS:**

1.	Any revisions to the Conceptual Engineering Plans, must be indicated by clouds and a response to the all comments under section B, below, must be submitted in writing and include the original comment.
1.a	**COMMENT ADDRESSED**

B. **CONCEPTUAL ENGINEERING PLAN:**

1.	Provide a revised, updated Boundary and Topographic Survey that includes the entire site above ground features and existing grades. The survey provided does not show sufficient information for engineering evaluation of existing vs. proposed site improvements.
1.a	**COMMENT ADDRESSED**
2.	Proposed grades shown on plan sheet no. C-7.0 for the parking and drive isles differ from the existing topographic grades shown on the Survey. Proposed grades are mostly significantly lower and indications of pavement reconstruction is not present in the plans. Show limits of pavement reconstruction on the plans.
2.a	**COMMENT ADDRESSED**

3.	The standards in effect in Florida that govern the layout of accessible parking spaces are the Manual on Uniform Traffic Control Devices (MUTCD), the 2017 Florida Accessibility Code for Building Construction (FACBC), and s. 553.5041, Florida Statutes. ADA Handicap Accessible ramps must provide a 60 Inches x 60 Inches clear landing area at change of direction per Florida Building Code Chapter 11.
3.a	**COMMENT ADDRESSED**
4.0	**Prior to Engineering Permit submittal, on Plan Sheet C-6, revise the location of the Concrete Wheel Stop to be 30 inches from the edge of the pavement/sidewalk/curb to the face of the wheel stop on all affected details.**

C.

ADVISORY COMMENTS:	
1.	Please note that comments provided are based on the Conceptual Engineering Plans provided and as such is a preliminary review and additional comments may be provided and/or required upon review of any revised plans submitted at time of Engineering Permit application.
2.	Provide copies of all permits from agencies having jurisdiction at the time of Engineering Permit Application, including, but not limited to Broward County EPGMD
3.	All work in public right-of-way shall be done in strict compliance with the rules and regulations of the City of Deerfield Beach Code of Ordinances, Manual on Uniform Traffic Control Devices, the Occupational Safety and Health Administration, the Americans with Disabilities Act, AASTHTO “Green Book”, Broward County and FDOT.

4.	**DAMAGE BY CONTRACTOR** A. The Contractor shall protect from damage by construction operations, all public streets sidewalks, landscape, irrigation, signage, striping, pavements, including all base courses and surface courses, that abuts the work area. B. Any sidewalk, base course or surface course beyond those limits, damaged as a result of the Contractor's operation, shall be restored in accordance with prevailing applicable professional standards, to the satisfaction of the City of Deerfield Beach, and to the satisfaction of any other governing authority having jurisdiction over the work area. C. Any damage to adjacent lanes of pavement will require the Contractor to resurface the entire lane width for a length, as approved by the City of Deerfield Beach. When the damage amounts to 25 percent or more in any one block (approximately 600 feet), the Contractor shall resurface the entire width of the lanes in which the damage occurred for the entire block. D. The Contractor is hereby notified that wherever the line for repaving for trenches extends one foot into the edge of the existing paving, he shall repave to this edge only. Full lane paving will not be required. Damage to the pavement beyond this line by the Contractor will require that he repave the full width.
4.	Please be advised that for this project to receive final sign-off by the Engineering Division all required water and sewer connection fees must have been paid. Fees are based on City of Deerfield Beach Code of Ordinances Sec. 70-132 for water and Sec. 70-75 for sewer.

5.	Construction documents submitted at the time of Engineering Permit Application must include, not limited to, the following pages as applicable to the type of construction: a. Demolition Plan b. Stormwater Pollution Prevention Plan/ E&SC Plan c. Paving, Grading and Drainage Plans and Details d. Water and Sewer Plans and City of Deerfield Beach Standard Details e. Pavement Markings and Signing plan in accordance with the MUTCD latest edition, Broward County Traffic Engineering Division or FDOT Standards as applicable Pursuant to Sec 98-17(4)c of the City's Land Development Code, the applicant must submit design calculations, sealed and signed by a professional engineer registered in the State of Florida, showing that the stormwater management system can handle runoff from a 3-day, 25-year storm event with a maximum discharge to the Hillsboro Canal, if allowed, of 35 CSM. If water and sewer demands will increase as a result of the proposed improvements, please, provide calculations for utility capacity evaluation. Please be advised that this project is required to receive sign-off by the Engineering Department for water connection fees per City of Deerfield Beach Code of Ordinances Sec. 70-132 and for sewer connection fees per City of Deerfield Beach Code of Ordinances Sec. 70-75 prior to issuance of a Certificate of Occupancy. Sidewalk Ramp Detail to match FDOT Index 522-002 and driveway connection shall be in accordance with FDOT Index 515 Handicap parking stall shall be in accordance with F.A.C. 553.5041 Provide copy of permits from all applicable agencies having jurisdiction (AHJ) including an approved Broward County Surface Water Management License and SFWMD Environmental Resources Permit.

DEVELOPMENT REVIEW COMMITTEE

Project Name:	**ALDI**	**Application No.:**	**11-B2-111 REV3**
Reviewer Name:	**CAPTAIN MIKE HEFFERON**		
Department / Division:	**FIRE PREVENTION**		
Position:	**CAPTAIN**		
Date of Review:	**02/04/20**		
Submittal No.:	**1**		

A. **APPLICATION / GENERAL COMMENTS:**

1.	SITE PLAN IS APPROVED AS SUBMITTED

Deerfield Beach
Florida

DEVELOPMENT REVIEW COMMITTEE

Project Name:	**ALDI Expansion-Federal Marketplace, Major Site Plan**	**Application No:**	**11-B2-111 Rev-3**
Reviewer Name:	**Cesar E. Osegueda**		
Department / Division:	**Sustainable Management**		
Position:	**Code Compliance Spec.**		
Date of Review:	**02-19-20**		
Submittal No.:	**1st Submittal**		

A. RECYCLING & SOLID WASTE DIVISION:

1.	The above Site Plan Application, located at 747 S. 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.

Deerfield Beach
Florida

DEVELOPMENT PLAN APPLICATION

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

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

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

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

Project Name: ALDI Expansion - Federal Marketplace

Property Owner: ALDI FLORIDA LLC

Applicant (if different from Owner):

Agent (if different from Owner/Applicant): Thomas Engineering Group LLC

Address of Property: 747 S. Federal Highway, Deerfield Beach, FL 33064

Legal Description of Property (lot, block, tract, subdivision): Centrum Federal 180-103 B Parcel A

Description of Project: Prop. 1296 SF building expansion to existing 15,945 SF ALDI Supermarket Building. Modifications to the existing sidewalk on the east side of the building. Modification of parking and terminal islands, reduction of the No Parking Zone on the east and south sides of the building.

New Development (Y/N):	No	Modification to Existing Development (Y/N):	Yes
Zoning District:	B-2	Future Land Use Category:	Commercial
Existing Use:	Commercial	Proposed Use:	Commercial
Lot Area (acres):	1.938	Number of Dwelling Units (proposed):	N/A
Sq. Ft. of Structure (existing):	15,945	Sq. Ft. of Structure (proposed):	17,750

Agent Signature:		Owner Signature:	
Name Printed:	Ryan O. Thomas	Name Printed:	Jordan Ford
Address:	6300 NW 31st Avenue, Fort Lauderdale, FL 33309	Address:	1171 N. State Rd 7 Royal Palm Bch, FL 33411
Telephone:	954.202.7000	Telephone:	561-640-8000
Email:	rthomas@thomaseg.com	Email:	Jordan.Ford@Aldi.us

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.

No contributions have been made.

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

None known.

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 known.

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, Jordan Ford, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature _____ Date 1/21/20

Sworn to and subscribed before me this 21 day of January, 20 20.

By: Jordan Ford

Christina Nutter

Christina Nutter

Notary Public, State of Florida

Produced as ID:

CHRISTINA NUTTER
MY COMMISSION # GG 909326
EXPIRES: December 30, 2023
Bonded Thru Notary Public Underwriters

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

DISCLOSURE AFFIDAVIT

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No contributions have been made.

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

None known.

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 known.

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

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

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

I, Ryan O. Thomas have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Ryan O. Th
Signature

2.3.20
Date

Sworn to and subscribed before me this 3 day of February, 20 20.

By: Krystyna Plewa

Produced as ID: Personally Known

Notary Public, State of Florida

Notary Public State of Florida
Krystyna Plewa
My Commission GG 359329
Expires 11/19/2023

SITE PLAN DRAWINGS FOR:

ALDI AT FEDERAL MARKETPLACE BUILDING EXPANSION

FOR

ALDI FLORIDA LLC

747 S FEDERAL HIGHWAY,

CITY OF DEERFIELD BEACH, BROWARD COUNTY, FL

SECTION 6, TOWNSHIP 48S, RANGE 43E

FOLIO: 4843-06-73-0010 & 4843-06-73-0020

VICINITY \ AERIAL MAP

1"=300'

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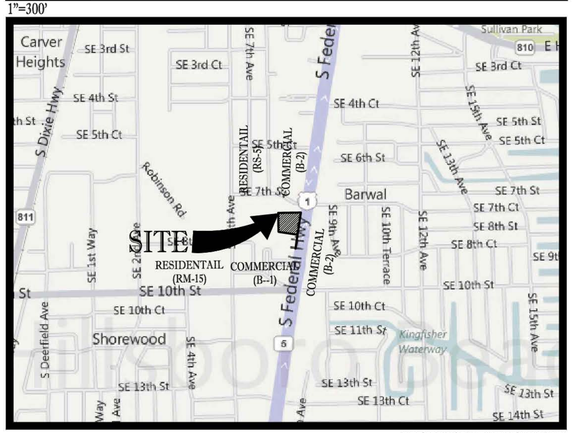
LOCATION MAP

1"=300'



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LANDSCAPE PLAN	LP-2
PLANT LISTS AND DETAILS	LP-3
LANDSCAPE GENERAL NOTES	LP-4
IRRIGATION PLAN - NORTH PARCEL	LI-1
IRRIGATION PLAN - SOUTH PARCEL	LI-2
IRRIGATION DETAILS	LI-3
SUPERMARKET PLANS BY APD	
FLOOR PLAN	A-101
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EXTERIOR ELEVATIONS	A-201
RETAIL BUILDING PLANS BY FWH ARCHITECTS	
~~FLOOR PLAN, NOTES AND DETAILS~~	~~A1.0~~
~~EXT. ELEVATIONS & NOTES~~	~~A3.0~~
~~EAST & NORTH ELEVATION RENDERING~~	
~~WEST * SOUTH ELEVATION RENDERING~~	
PLANS BY OTHER	
SITE PHOTOMETRIC PLAN	E1.1

PROJECT TEAM

OWNER
ALDI FLORIDA LLC
JORDAN FORD
1171 N STATE ROAD 7
ROYAL PALM BEACH, FL 33411
(P) 561.640.8000 (F) 561.640.8001

LANDSCAPE ARCHITECT
THOMAS ENGINEERING GROUP, LLC
MICHAEL D. GROSSWIRTH, RLA,ASLA
6300 NW 31st AVE
FORT LAUDERDALE, FL 33309
(P) 954.202.7000 (F) 954.202.7070

CIVIL ENGINEER
THOMAS ENGINEERING GROUP, LLC
KRISTIN DIPIERRO, P.E.
6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
(P) 954.202.7000 (F) 954.202.7070

SURVEYOR
PULICE LAND SURVEYORS, INC
5381 NOB HILL ROAD
SUNRISE, FL. 33351
(P) 954.573.1777

ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988. CONVERSION TO NGVD OF 1929 IS (+)1.50 (EG. 10.75 NAVD = 12.25 NGVD)

PREPARED BY

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31ST AVENUE
FT. LAUDERDALE, FL. 33309
PH: (954) 202-7000
FX: (954) 202-7070
www.ThomasEngineeringGroup.com

LEGAL DESCRIPTION:

PARCEL "A", "CENTRUM FEDERAL", ACCORD NG TO THE PLAT THEREOF, AS RECORDED N PLAT BOOK 180, PAGES 103 AND 104, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SCOPE OF WORK:

PROPOSED 1,623 SF BUILDING EXPANSION OF THE EXISTING 15,945 SF ALDI SUPERMARKET. PROPOSED MODIFICATIONS TO THE EXISTING PARKING SPACES, PARK NG ISLANDS AND SIDEWALK AROUND THE SOUTH AND EAST SIDES OF THE EXISTING BUILDING. PROPOSED MOD FICATIONS TO THE EXISTING ROOF LEADERS TO ACCOMMODATE THE PROPOSED BU LDING EXPANSION.

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31ST AVENUE FT. LAUDERDALE, FL 33309 P: 954-202-7000
1502 W. FLETCHER AVE. SUITE 101 TAMPA, FL 33612 P: 813-379-4100
125 W INDIANTOWN RD SUITE 206 JUPITER, FL 33458 P: 561-203-7503

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REVISIONS:

REV:	DATE:	COMMENT:	BY:
1	02/03/2020	SITE PLAN MODIFICATION	JAL

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PROJECT No.: F190083
DRAWN BY: CAD
CHECKED BY: ROT
DATE: 09-05-19
CAD I.D.: F190083 COVER

PROJECT:

ALDI AT FEDERAL MARKETPLACE - BUILDING EXPANSION

FOR

ALDI FLORIDA LLC

THOMAS ENGINEERING GROUP
6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
FX: (954) 202-7070
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KRISTIN N. DIPIERRO
PROFESSIONAL ENGINEER
September 10, 2020
FLORIDA LICENSE No. 84350
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

September 10, 2020
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

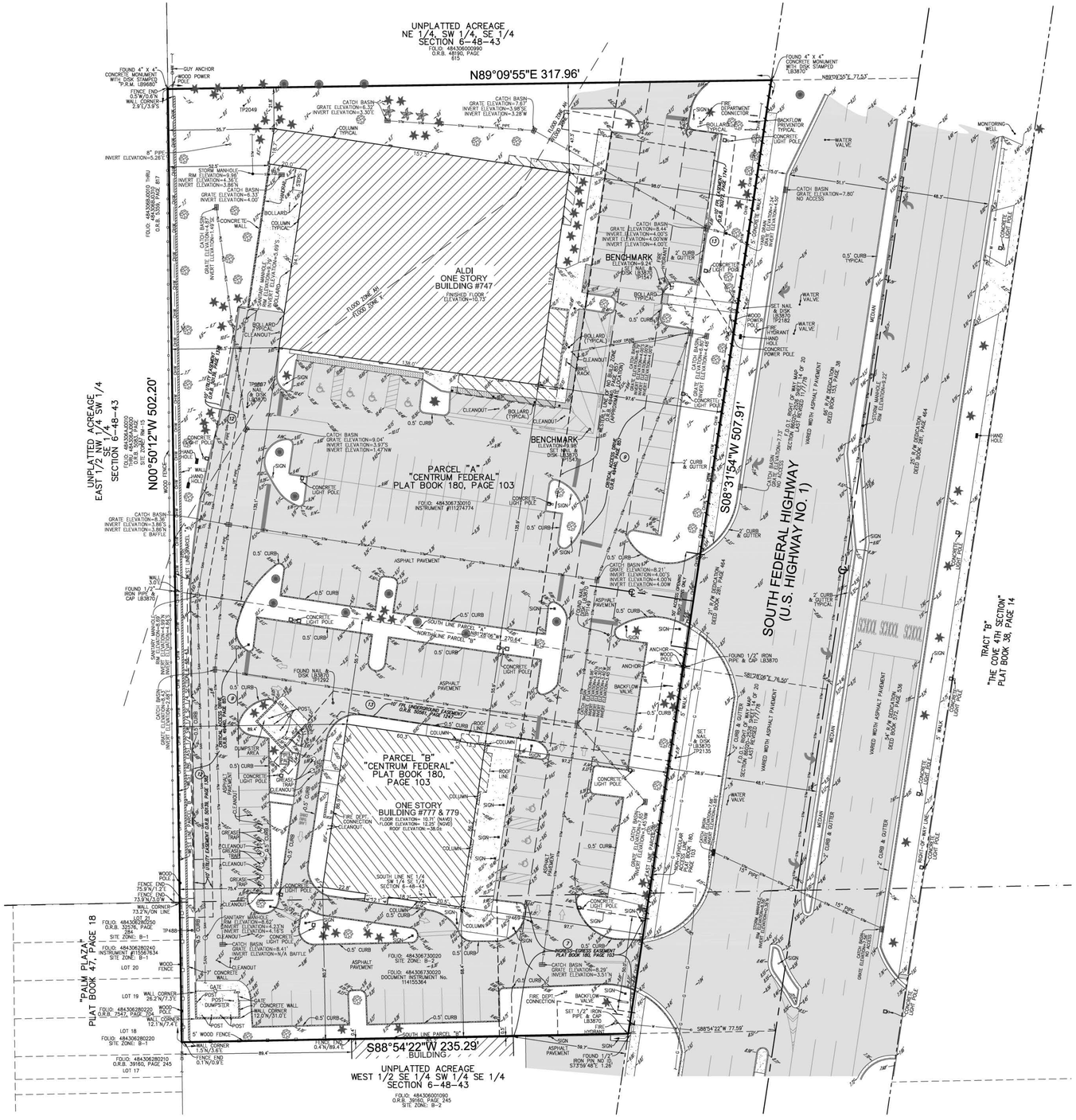
SHEET TITLE:

COVER SHEET

SHEET NUMBER:

C-1

Printed on Thursday, September 10, 2020, 1:45 PM by Justine Lanier
G:\JAL\2019\F190083 - 747 S. FEDERAL HIGHWAY, DEERFIELD BEACH\DWG\SITE PLANS\2020--09--14 BKSMM RAI #2 REVS\F190083 COVER------JLAYOUT: COVER -- DRC


UNPLATTED ACREAGE
NE 1/4, SW 1/4, SE 1/4
SECTION 6-48-43
FOLIO: 484306000990
O.R.B. 48190, PAGE 615
N89°09'55"E 317.96'
FOUND 4" X 4" CONCRETE MONUMENT WITH DISK STAMPED "P.R.M. LB6680"
FOUND 4" X 4" CONCRETE MONUMENT WITH DISK STAMPED LB3870
N89°09'55"E 77.53'
ALDI
ONE STORY
BUILDING #747
FINISHED FLOOR ELEVATION=10.73
BENCHMARK
ELEVATION=9.24
SET NAIL & DISK LB3870 IP1547
BENCHMARK
ELEVATION=9.18
SET NAIL & DISK LB3870 IP2147
PARCEL "A"
"CENTRUM FEDERAL"
PLAT BOOK 180, PAGE 103
FOLIO: 484306730010
INSTRUMENT #111274774
N00°50'12"W 502.20'
UNPLATTED ACREAGE
EAST 1/2 NW 1/4 SW 1/4 SE 1/4
SECTION 6-48-43
S08°31'54"W 507.91'
SOUTH FEDERAL HIGHWAY
(U.S. HIGHWAY NO. 1)
PARCEL "B"
"CENTRUM FEDERAL"
PLAT BOOK 180,
PAGE 103
ONE STORY
BUILDING #777 & 779
FLOOR ELEVATION= 10.71' (NAVD)
FLOOR ELEVATION= 12.25' (NAVD)
ROOF ELEVATION =35.05
SOUTH LINE NE 1/4 SW 1/4 SE 1/4 SECTION 6-48-43
S88°54'22"W 235.29'
BUILDING
UNPLATTED ACREAGE
WEST 1/2 SE 1/4 SW 1/4 SE 1/4
SECTION 6-48-43
FOLIO: 484306001090
O.R.B. 39160, PAGE 245
SITE ZONE: B-2
S88°54'22"W 77.59'
"PALM PLAZA"
PLAT BOOK 47, PAGE 18
TRACT "B"
"THE COVE 4TH SECTION"
PLAT BOOK 38, PAGE 14
FOUND 1/2" IRON PIPE & CAP LB3870
FOUND 1/2" IRON PIN NO ID S73°59'48"E 1.20'
SET 1/2" IRON PIPE & CAP LB3870
SET NAIL & DISK LB3870 IP2135
TIE BOLT
SET NAIL & DISK LB3870 IP2182
TP2049
TP1488
TP1292
TP1289
TP1290
TP1291
TP1293
TP1294
TP1295
TP1296
TP1297
TP1298
TP1299
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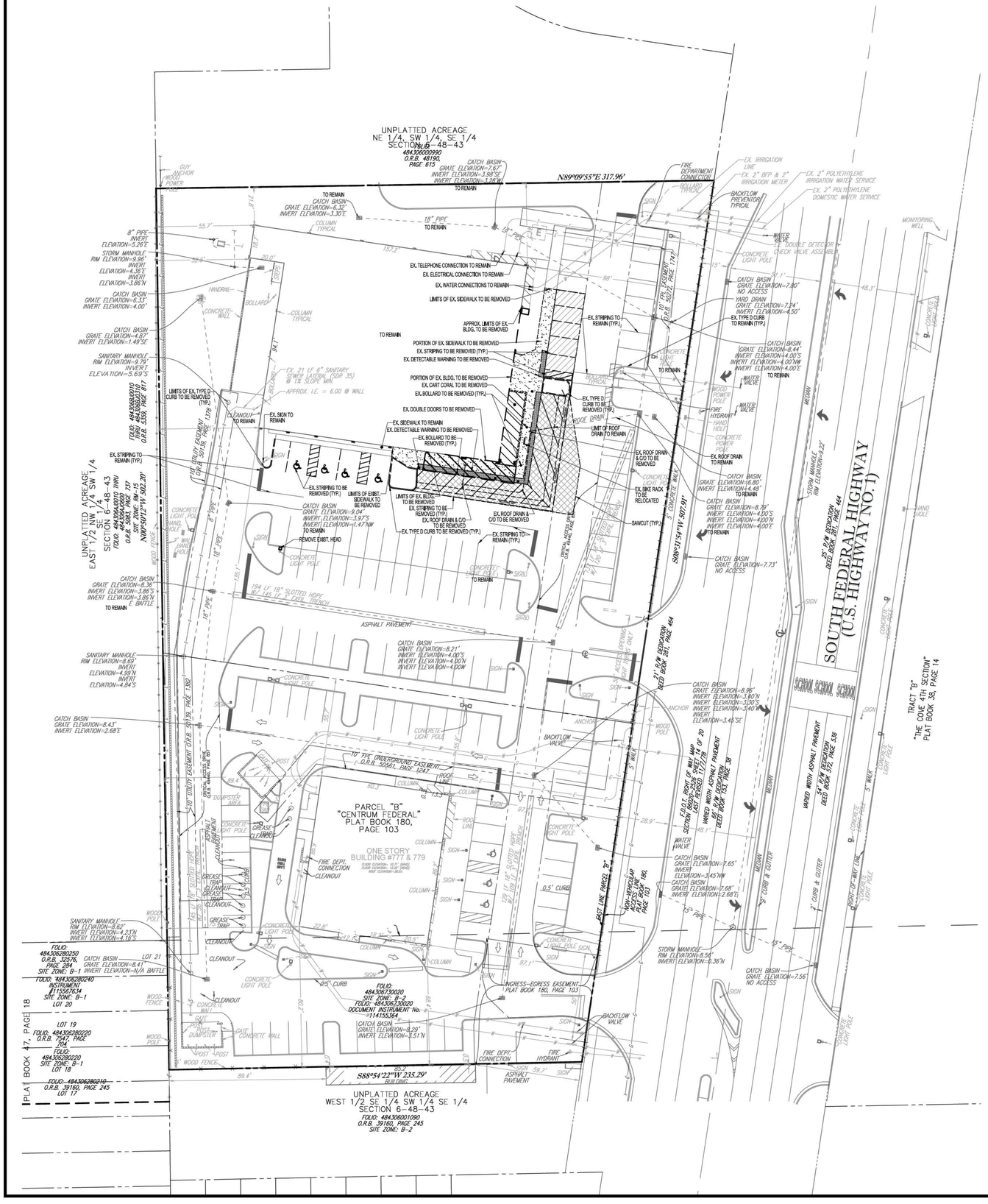
TP1332



DEMOLITION NOTES:

1. THIS PLAN REFERENCES DOCUMENTS AND INFORMATION BY:
   PULICE LAND SURVEYORS, INC
   5381 NOB HILL ROAD
   SUNRISE, FLORIDA 33351
   DATED: 08/28/2019 JOB#: 66358
2. THOMAS ENG NEERING GROUP, LLC IS NOT RESPONSIBLE FOR JOB SITE SAFETY OR SUPERVISION.
3. ALL DEMOLITION ACTIVITIES ARE TO BE PERFORMED N ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AS WELL AS ALL FEDERAL, STATE AND LOCAL REGULATIONS. ANY DISCREPANCIES OR DEVIATIONS SHALL BE DENT FIED BY THE CONTRACTOR TO THOMAS ENGINEERING GROUP, LLC IN WRITING FOR RESOLUTION PRIOR TO NITIATION OF SITE ACTIVITY.
4. PRIOR TO START NG ANY DEMOLITION CONTRACTOR IS RESPONSIBLE FOR/TO:
   A. THE CONTRACTOR SHALL OBTA N A SUNSHINE STATE ONE CALL LOCATION CERT FICATION PRIOR TO ANY EXCAVATION OR DEMOLITION. THE NUMBER IS 1-800-432-4770.
   B. ENSURING COP ES OF ALL PERMITS AND APPROVALS MUST BE MAINTAINED ON SITE AND AVAILABLE FOR REVIEW.
   C. INSTALL NG THE REQUIRED SOIL EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO SITE DISTURBANCE.
   D. LOCATE/CAP ALL UT LITIES AND SERVICES, NCLUDING BUT NOT LIMITED TO GAS, WATER, ELECTRIC, SANITARY AND STORM SEWER, TELEPHONE, CABLE, FIBER OPTIC CABLE, ETC. WITHIN THE LIMITS OF DISTURBANCE.
   E. PROTECTING AND MAINTA N NG IN OPERATION, ALL ACTIVE SYSTEM THAT ARE NOT BE NG REMOVED DURING ALL DEMOLITION ACTIVIT ES.
   F. FAMILIARIZING THEMSELVES WITH THE APPLICABLE UT LITY SERVICE PROVIDER AND IS RESPONSIBLE FOR ALL COORDINATION REGARDING UTILITY DEMOLITION REQU RED FOR THE PROJECT. THE CONTRACTOR SHALL PROVIDE THE OWNER WRITTEN NOTIFICATION THAT THE EXIST NG UTILITIES AND SERVICES HAVE BEEN TERM NATED AND ABANDONED N ACCORDANCE WITH JURISDICTION AND UTILITY COMPANY REQUIREMENTS.
   G. COORDINATION WITH UTILITY COMPAN ES REGARDING WORKING "OFF-PEAK" HOURS OR ON WEEKENDS AS MAY BE REQUIRED TO MINIMIZE THE IMPACT ON THE AFFECTED PARTIES.
   H. A COMPLETE INSPECTION OF CONTAMINANTS BY A LICENSED ENV RONMENTAL TESTING AGENCY, OF ALL BUILDINGS AND/OR STRUCTURES TO BE REMOVED. SAME SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL ENV RONMENTAL REGULATIONS. ANY/ALL CONTAM NANTS SHALL BE REMOVED AND DISPOSED OF BY A FEDERALLY LICENSED CONTRACTOR IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS. ALL ENV RONMENTAL WORK INCLUDING HAZARDOUS MATERIAL, SO L S, ASBESTOS, OR OTHER REFERENCED OR IMPLIED HEREIN IS THE SOLE RESPONS BILITY OF THE OWNER'S ENV RONMENTAL CONSULTANT. THE F RM OR ENGINEER OF RECORD IS NOT RESPONSIBLE FOR JOB SITE.
5. SAFETY OR SUPERVISION. CONTRACTOR IS TO PROCEED WITH THE DEMOLITION IN A SYSTEMATIC AND SAFE MANNER, FOLLOWING ALL THE OSHA REQUIREMENTS, TO ENSURE PUBLIC AND CONTRACTOR SAFETY. THE CONTRACTOR SHALL PROVIDE ALL THE "MEANS AND METHODS" NECESSARY.
6. TO PREVENT MOVEMENT, SETTLEMENT, OR COLLAPSE OF EXIST NG STRUCTURES, AND ANY OTHER MPROVEMENTS THAT ARE REMAINING ON OR OFF SITE. THE DEMOLITION CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS OF DAMAGE TO ALL ITEMS THAT ARE TO REMAIN AS A RESULT OF HIS ACTIVITIES. ALL REPA RS SHALL USE NEW MATERIAL. THE REPAIRS SHALL RESTORE THE ITEM TO THE PRE-DEMOLITION CONDITION.
7. N THE ABSENCE OF SPECIFICATIONS, THE CONTRACTOR SHALL PERFORM EARTH MOVEMENT ACTIVIT ES, DEMOLITION AND REMOVAL OF ALL FOUNDATION WALLS, FOOT NGS, AND OTHER MATERIALS WITHIN THE LIMITS OF DISTURBANCE IN ACCORDANCE WITH DIRECTION BY OWNER'S STRUCTURAL OR GEOTECHNICAL ENGINEER.
8. EXPLOSIVES SHALL NOT BE USED WITHOUT PRIOR WRITTEN CONSENT OF BOTH THE OWNER AND APPLICABLE GOVERNMENTAL AUTHORITIES. ALL THE REQUIRED PERMITS AND EXPLOSIVE CONTROL MEASURES THAT ARE REQUIRED BY THE FEDERAL, STATE, AND LOCAL GOVERNMENTS SHALL BE IN PLACE PRIOR TO STARTING AN EXPLOSIVE PROGRAM. THE CONTRACTOR IS ALSO RESPONS BLE FOR ALL NSPECTION AND SEISMIC VIBRATION TEST NG THAT IS REQUIRED TO MONITOR THE EFFECTS ON ALL LOCAL STRUCTURES.
9. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL AND GENERALLY ACCEPTED SAFE PRACTICES N CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL," AS WELL AS FEDERAL, STATE, AND LOCAL REGULATIONS WHEN DEMOLITION RELATED ACTIVIT ES IMPACT ROADWAYS OR ROADWAY RIGHTS - OF - WAY.
10. CONDUCT DEMOLITION ACTIVITIES N SUCH A MANNER TO ENSURE M N MUM NTERFERENCE WITH ROADS, STREETS, S DEWALKS, WALKWAYS, AND OTHER ADJACENT FACILITIES. STREET CLOSURE PERMITS MUST BE RECEIVED FROM THE APPROPRIATE GOVERNMENTAL AUTHORITY.
11. DEMOLITION ACTIVITIES AND EQUIPMENT SHALL NOT USE AREAS OUTSIDE THE DEFINED PROPERTY LINE WITHOUT WRITTEN PERMISSION OF THE OWNER, AND/OR APPROPRIATE GOVERNMENT AGENCY.
12. USE DUST CONTROL MEASURES TO LIMIT AIRBORNE DUST AND DIRT RISING AND SCATTERING N THE AIR IN ACCORDANCE WITH FEDERAL, STATE, AND/OR LOCAL STANDARDS. AFTER THE DEMOLITION IS COMPLETE, ADJACENT STRUCTURES AND MPROVEMENTS SHALL BE CLEANED OF ALL DUST AND DEBRIS CAUSED BY THE DEMOLITION OPERATIONS. THE CONTRACTOR IS RESPONSIBLE FOR RETURN NG ALL ADJACENT AREAS TO THE R "PRE-DEMOLITION" CONDITION.
13. CONTRACTOR IS RESPONSIBLE TO SAFEGUARD SITE AS NECESSARY TO PERFORM THE DEMOLITION IN SUCH A MANNER AS TO PREVENT THE ENTRY OF UNAUTHORIZED PERSONS AT ANY TIME.
14. THIS DEMOLITION PLAN IS NTENDED TO IDENTIFY THOSE EXISTING ITEMS/CONDITIONS WHICH ARE TO BE REMOVED. IT IS NOT INTENDED TO PROVIDE DIRECTION OTHER THAN THAT ALL METHODS AND MEANS ARE TO BE IN ACCORDANCE WITH STATE, FEDERAL, LOCAL, AND JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONS BLE FOR ALL OSHA AND OTHER SAFETY PRECAUTIONS NECESSARY TO PROVIDE A SAFE WORK SITE.
15. DEBRIS SHALL NOT BE BUR ED ON THE SUBJECT SITE. ALL DEMOLITION WASTES AND DEBRIS (SOLID WASTE) SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL TOWN, COUNTY, STATE, AND FEDERAL LAWS AND APPLICABLE CODES.

HATCH LEGEND

- 1-1/2" MILL NG OF EXISTING ASPHALT
- ASPHALT TO BE REMOVED
- CONCRETE TO BE REMOVED

NOTES
1. CONTRACTOR IS RESPONSIBLE FOR FIELD VER FYING ALL EXISTING SITE MPROVEMENTS AND UTILITIES. ALL DISCREPANCIES SHALL BE IDENTIFIED TO THE ENG NEER IN WRITING.
2. ALL EXISTING UT LITIES SHALL BE REMOVED BY CONTRACTOR IN ACCORDANCE WITH CITY OF DEERFIELD BEACH AND LOCAL UT LITY COMPANY REQU REMENTS. ALL DEMOLITION DEBRIS TO BE REMOVED BY CONTRACTOR IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.

CONTRACTOR SHALL REFER TO LANDSCAPE PLANS FOR TREE REMOVAL/RELOCATION.

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31ST AVENUE
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P: 954-202-7000
125 W INDIANTOWN RD
SUITE 206
JUPITER, FL 33458
1502 W. FLETCHER AVE.
SUITE 101
TAMPA, FL 33612
P: 813-379-4100
P: 561-203-7503

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REV:	DATE:	COMMENT:	BY:

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PROJECT No.: F190083
DRAWN BY: CAD
CHECKED BY: ROT
DATE: 09-05-19
CAD I.D.: F190083 DEMOLITION PLAN

PROJECT:

ALDI AT FEDERAL MARKETPLACE - BUILDING EXPANSION

FOR

ALDI FLORIDA LLC

THOMAS ENGINEERING GROUP
6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
FX: (954) 202-7070
www.ThomasEngineeringGroup.com

KRISTIN N. DIPIERRO
PROFESSIONAL ENGINEER
June 8, 2020
FLORIDA LICENSE No. 84350
FLORIDA BUSINESS CERT. OF AUTH. No. 27528
June 8, 2020
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

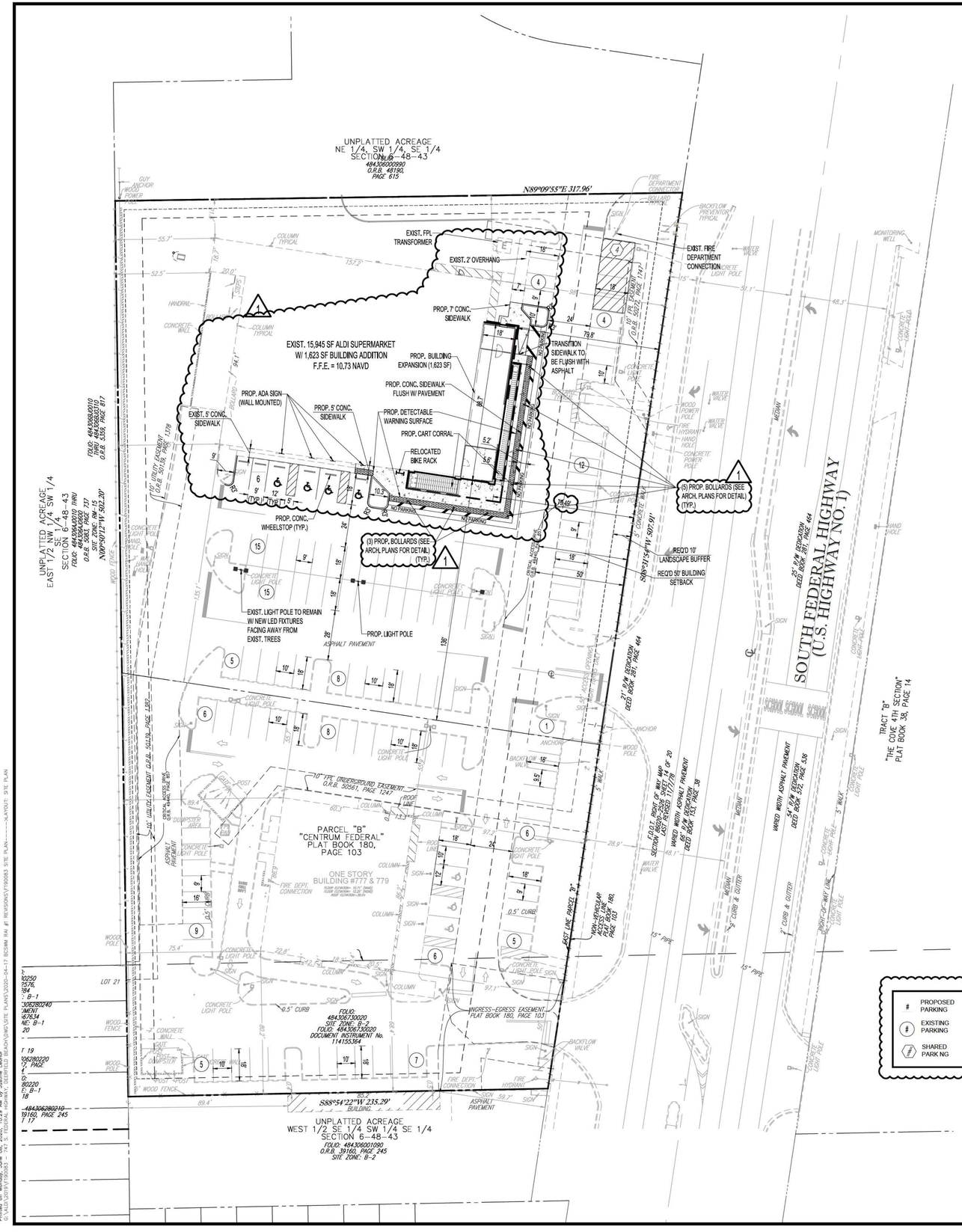
SHEET TITLE:

DEMOLITION PLAN

SHEET NUMBER:

C-3

Printed on Monday, June 08, 2020, 10:29 AM by Justin Lanier
G:\AUD\JOB\F190083 - 742 S. FEDERAL HIGHWAY, DEERFIELD BEACH\DWG\SITE PLANS\2020-04-17 BCRAM RAI #1 REVISIONS\F190083 DEMOLITION PLAN-------SLAYOUT: DEMOLITION PLAN



1. **THIS PLAN REFERENCES AN ALTA/ACSM LAND TITLE SURVEY BY:**

   PULICE LAND SURVEYORS, INC.
   5381 NOB HILL ROAD, SUNRISE, FLORIDA 33351
   TELEPHONE: (954) 572-1777 FAX: (954) 572-1778 LB#3870

2. **APPLICANT:** ALDI FLORIDA LLC

3. **DATA TABLE:**

CURRENT USE:	SUPERMARKET, RETAIL & RESTAURANT
PROPOSED USE:	SUPERMARKET, RETAIL & RESTAURANT
FUTURE LAND USE DESIGNATION:	COMMERCIAL
ZONING DESIGNATION:	B-2 (BUSINESS HIGHWAY)
TAX MAP ID#	4843 06 73 0020 & 4843 06 73 0010
SITE AREA:	3.19 AC or (138,751 SF)

LOCATION MAP
NOT TO SCALE

	ALDI PARCEL 'A'	PARCEL 'B'	COMBINED PARCELS 'A' & 'B'
TOTAL SITE	84,421 SF (100%)	54,330 SF (100%)	138,751 SF (100%)
TOTAL IMPERVIOUS (LESS VEHICLE OVERHANG)	61,001 SF (72.3%)	42,660 (78.5%)	103,661 SF (74.7%)
SIDEWALK	4,294 SF (5.1%)	1,591 SF (2.9%)	5,885 SF (4.25%)
PAVEMENT	39,139 SF (46.4%)	34,719 SF (63.9%)	73,858 SF (53.2%)
BUILDING	17,568 SF (20.8%)	6,350 SF (11.7%)	23,918 SF (17.25%)
TOTAL PERVIOUS	23,420 SF (27.7%)	11,670 SF (21.5%)	35,090 SF (25.3%)
BLDG. FOOTPRINT COVERAGE:	17,568 SF	6,350 SF	23,918 SF

NON -RESIDENTIAL DEVELOPMENT USE, GFA: 4,150 SF RESTAURANT
2,200 SF RETAIL
17,568 SF SUPER MARKET

4. **PARKING CALCULATIONS**

PARCEL 'A' RETAIL PARKING FORMULA
1 SPACE / 300 SF GFA NOT INCLUDING STORAGE (12,075 SF)

PARCEL 'B' PARKING FORMULA
RESTAURANT:
1 SPACE / 50 SF CUSTOMER SERVICE AREA (2,540 SF)
1 SPACE / 400 SF BACK OF HOUSE (3,810 SF)
1 SPACE / 50 SF OUTDOOR SEATING (1,060 SF)

REQUIRED PARKING

	PARCEL 'A'	PARCEL 'B'	PARCEL 'A' & 'B'
PARKING REQUIRED	40	81	121
SHARED PARKING	4	0	4
TOTAL SPACES	44	81	125
ADA PARKING	3	2	5
LOADING ZONE	1	0	1

PROPOSED PARKING

	PARCEL 'A'	PARCEL 'B'	PARCEL 'A' & 'B'
TOTAL PARKING PROVIDED	73	52	126
STALL SIZE BREAKDOWN			
9' X 16' W/ 2' OVERHANG	48	9	57
10' X 18' W/ 2' OVERHANG	22	40	62
12 X 18' W/ 2' OVERHANG	4	3	7

PARKING SUMMARY

TOTAL SPACES REQUIRED	125 SPACES
RESERVED FOR LITTLE HAVANA TO THE NORTH	4 SPACES
TOTAL PROVIDED PARKING	125 SPACES
SURPLUS SPACES	1 SPACE

5. **BULK REQUIREMENTS**

	REQUIRED	PARCEL 'A'	PARCEL 'B'
MAX. SUPERMARKET BLDG. HEIGHT:	75'	22'-10"	22'-10"
MAX. RESTAURANT/ RETAIL BLDG. HEIGHT:	75'	26'-9"	27'-0"
MIN. LANDSCAPE AREA:	15%	27.7%	21.5%
MAX. LOT COVERAGE:	35%	20.8%	11.7%

6. **DISTRICT REQUIREMENTS CHART**

BUILDING SETBACKS:	REQUIRED	PARCEL 'A'	PARCEL 'B'
FRONT (EAST)	50'	79.49'	98'
REAR (WEST)	15'	56.23'	74.92'
SIDE (SOUTH)	10'	136.0'	68.97'
SIDE (NORTH)	10'	21.06'	55.67'

LANDSCAPE BUFFERS:	REQUIRED	PARCEL 'A'	PARCEL 'B'
FRONT (EAST)	10'	10'	10'
REAR (WEST)	5'	7'	7'
SIDE (SOUTH)	5'	5'	5'
SIDE (NORTH)	5'	5'	5'

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31ST AVENUE FT. LAUDERDALE, FL 33309 P: 954-202-7000
125 W INDIANTOWN RD SUITE 206 JUPITER, FL 33458 P: 561-203-7503
1502 W. FLETCHER AVE. SUITE 101 TAMPA, FL 33612 P: 813-379-4100

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REVISIONS:

REV:	DATE:	COMMENT:	BY:
1	02/03/2020	SITE PLAN MODIFICATION	JAL

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PROJECT No.: F190083
DRAWN BY: CAD
CHECKED BY: ROT
DATE: 09-05-19
CAD I.D.: F190083 SITE PLAN

PROJECT:

ALDI AT FEDERAL MARKETPLACE - BUILDING EXPANSION

FOR

ALDI FLORIDA LLC

THOMAS ENGINEERING GROUP
6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
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KRISTIN N. DIPIERRO
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SHEET TITLE:

SITE PLAN

SHEET NUMBER:

C-5

Printed on Monday, June 08, 2020, 10:29 AM by Justine Lesher
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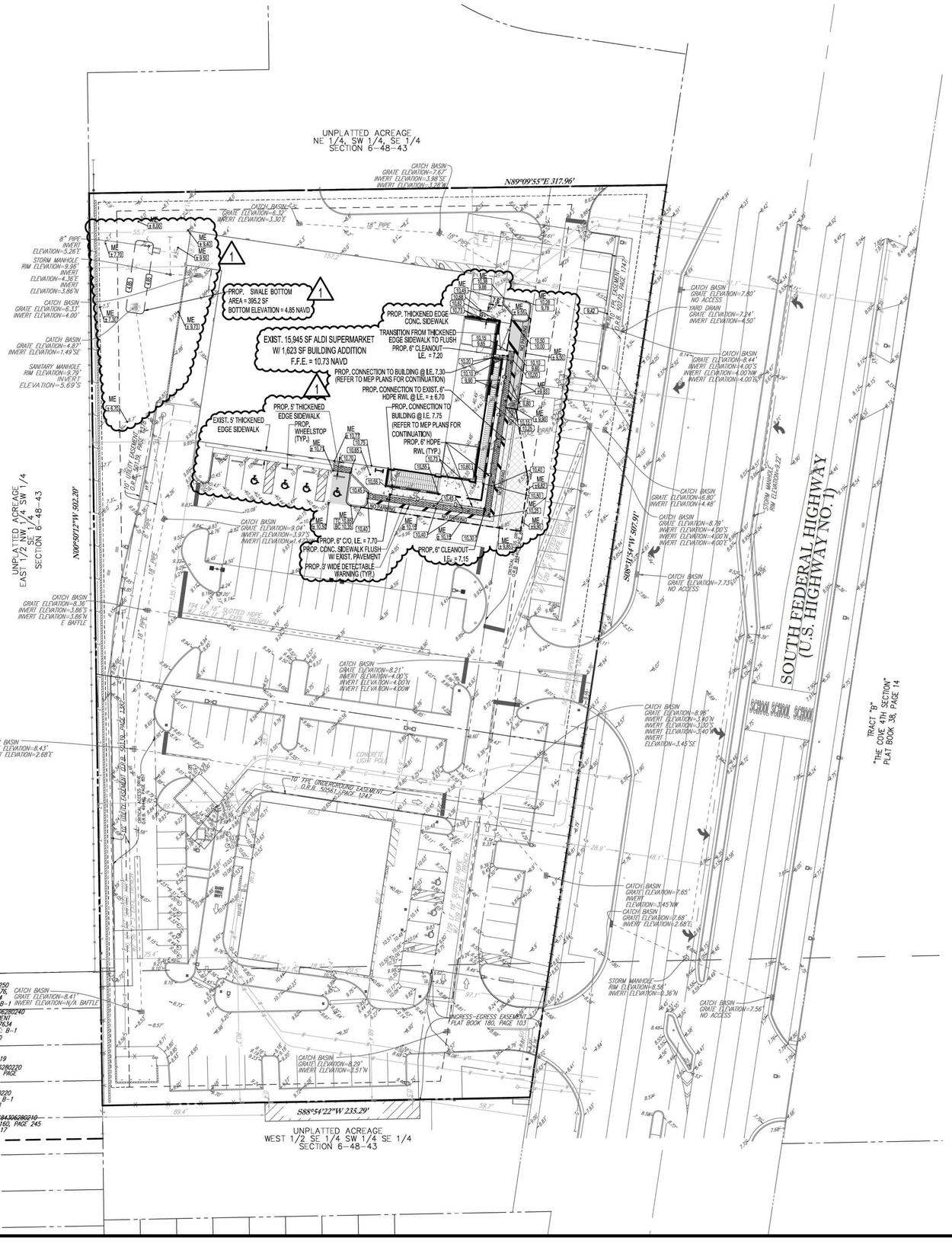
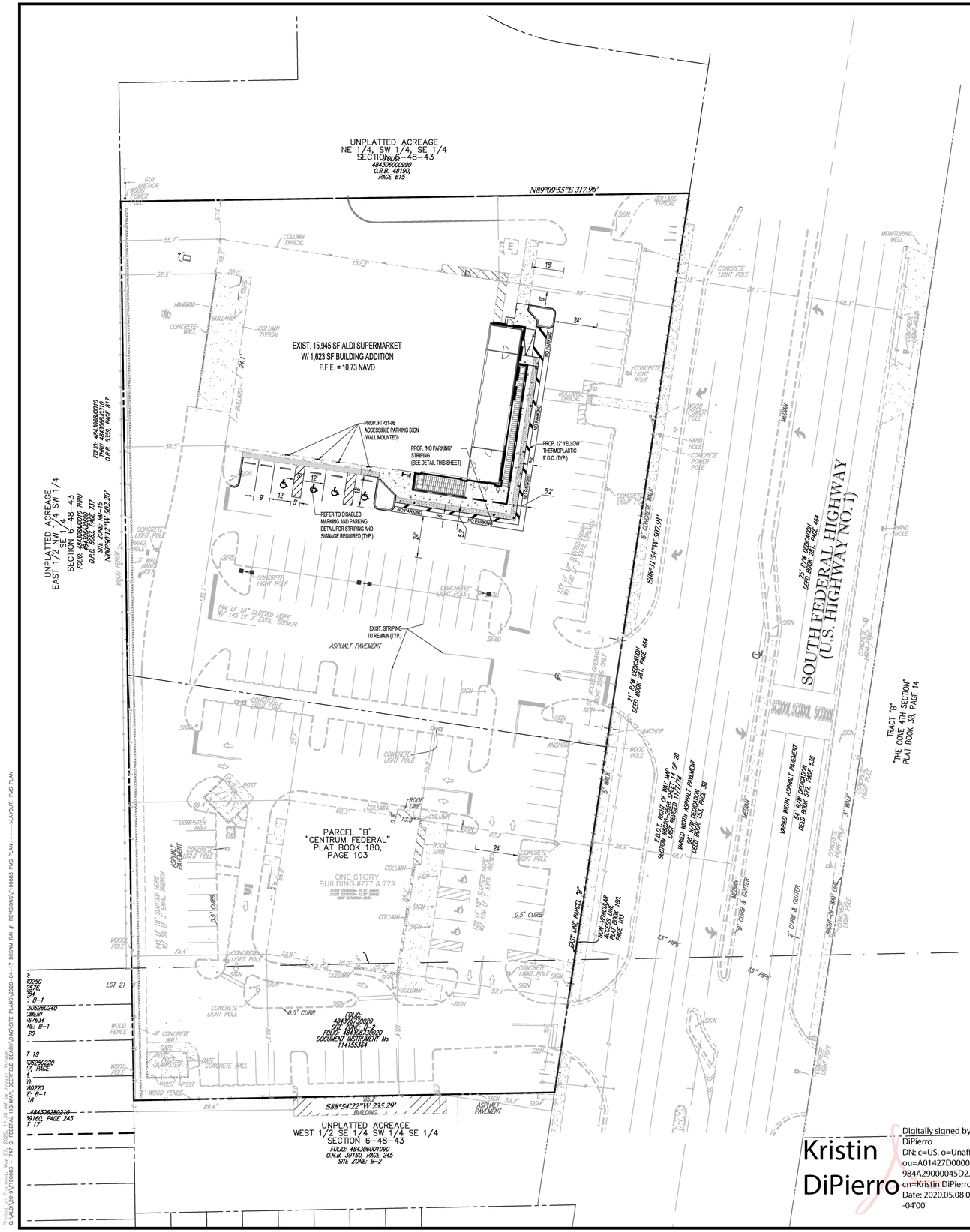
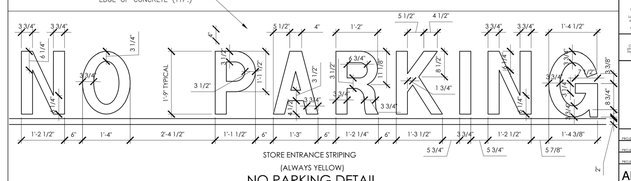

UNPLATTED ACREAGE
NE 1/4, SW 1/4, SE 1/4
SECTION 6-48-43
N89°09'55"E 317.96'
CATCH BASIN
GRATE ELEVATION=7.67'
INVERT ELEVATION=-3.98'SE
INVERT ELEVATION=-3.28'W
CATCH BASIN
GRATE ELEVATION=-5.32'
INVERT ELEVATION=-3.30'E
18" PIPE
8" PIPE
INVERT
ELEVATION=5.26'E
STORM MANHOLE
RIM ELEVATION=9.99'
INVERT
ELEVATION=4.36'E
INVERT
ELEVATION=-3.86'N
CATCH BASIN
GRATE ELEVATION=6.31'
INVERT ELEVATION=4.00'
CATCH BASIN
GRATE ELEVATION=4.81'
INVERT ELEVATION=1.49'SE
SANITARY MANHOLE
RIM ELEVATION=8.79'
INVERT
ELEVATION=5.69'S
PROP. SWALE BOTTOM
AREA = 395.2 SF
BOTTOM ELEVATION = 4.85 NAVD
EXIST. 15,945 SF ALDI SUPERMARKET
W/ 1,623 SF BUILDING ADDITION
F.F.E. = 10.73 NAVD
PROP. THICKENED EDGE
CONC. SIDEWALK
TRANSITION FROM THICKENED
EDGE SIDEWALK TO FLUSH
PROP. 6" CLEANOUT
I.E. = 7.20
PROP. CONNECTION TO BUILDING @ I.E. 7.30
(REFER TO MEP PLANS FOR CONTINUATION)
PROP. CONNECTION TO EXIST. 6"
HDPE RIM. @ I.E. = ± 6.70
PROP. CONNECTION TO
BUILDING @ I.E. 7.75
(REFER TO MEP PLANS FOR
CONTINUATION)
PROP. 6" HDPE
RIM. (TYP.)
PROP. 5' THICKENED
EDGE SIDEWALK
EXIST. 5' THICKENED
EDGE SIDEWALK
PROP.
WHEELSTOP
(TYP.)
PROP. 6" C/O. I.E. = 7.70
PROP. CONC. SIDEWALK FLUSH
W/ EXIST. PAVEMENT
PROP. 5' WIDE DETECTABLE
WARNING (TYP.)
PROP. 6" CLEANOUT
I.E. = 7.15
CATCH BASIN
GRATE ELEVATION=9.04'
INVERT ELEVATION=-3.97'S
INVERT ELEVATION=-4.27'W
CATCH BASIN
GRATE ELEVATION=-8.21'
INVERT ELEVATION=4.00'S
INVERT ELEVATION=4.00'W
INVERT ELEVATION=4.00'E
CATCH BASIN
GRATE ELEVATION=-8.43'
INVERT ELEVATION=2.68'E
CONCRETE
LIGHT POLE
TO TPA UNDERGROUND EASEMENT
O.R.B. 50561, PAGE 1247
CATCH BASIN
GRATE ELEVATION=-8.41'
INVERT ELEVATION=-N/A BAFFLE
FOUD: 484306280250
O.R.B. 32576,
PAGE 284
SITE ZONE: B-1
FOUD: 484306280240
INSTRUMENT
#115567634
SITE ZONE: B-1
LOT 20
LOT 19
FOUD: 484306280220
O.R.B. 7547, PAGE
704
FOUD:
484306280220
SITE ZONE: B-1
LOT 18
FOUD: 484306280210
O.R.B. 39160, PAGE 245
LOT 17
PLAT BOOK 47, PAGE 18
UNPLATTED ACREAGE
EAST 1/2 NW 1/4 SW 1/4
SECTION 6-48-43
N00°50'12"W 502.29'
10' UTILITY EASEMENT
O.R.B. 50561, PAGE 1247
194 LF OF SLOTTED HDPE
CATCH BASIN
GRATE ELEVATION=8.29'
INVERT ELEVATION=-3.51'N
S88°54'22"W 235.29'
UNPLATTED ACREAGE
WEST 1/2 SE 1/4 SW 1/4 SE 1/4
SECTION 6-48-43
INGRESS-EGRESS EASEMENT
PLAT BOOK 180, PAGE 103
CATCH BASIN
GRATE ELEVATION=7.80'
NO ACCESS
YARD DRAIN
GRATE ELEVATION=7.24'
INVERT ELEVATION=4.50'
CATCH BASIN
GRATE ELEVATION=8.44'
INVERT ELEVATION=4.00'S
INVERT ELEVATION=4.00'NW
INVERT ELEVATION=4.00'E
CATCH BASIN
GRATE ELEVATION=6.80'
INVERT ELEVATION=4.48'
CATCH BASIN
GRATE ELEVATION=8.79'
INVERT ELEVATION=4.00'S
INVERT ELEVATION=4.00'W
INVERT ELEVATION=4.00'E
CATCH BASIN
GRATE ELEVATION=7.73'
NO ACCESS
S89°31'54"W 507.91'
SOUTH FEDERAL HIGHWAY
(U.S. HIGHWAY NO. 1)
STORM MANHOLE
RIM ELEVATION=8.23'
CATCH BASIN
GRATE ELEVATION=8.96'
INVERT ELEVATION=-3.10'N
INVERT ELEVATION=-3.00'S
INVERT ELEVATION=-3.40'W
INVERT
ELEVATION=-3.45'SE
SCHOOL SCHOOL SCHOOL
TRACT "B"
"THE COVE 4TH SECTION"
PLAT BOOK 38, PAGE 14
CATCH BASIN
GRATE ELEVATION=7.65'
INVERT
ELEVATION=-3.45'NW
CATCH BASIN
GRATE ELEVATION=7.68'
INVERT ELEVATION=2.68'E
STORM MANHOLE
RIM ELEVATION=8.54'
INVERT ELEVATION=-0.36'N
CATCH BASIN
GRATE ELEVATION=7.56'
NO ACCESS
92.16 LF OF SLOTTED HDPE
CONCRETE
SIDEWALK
(TYP.)
CONCRETE
CURB
(TYP.)
ASPHALT
PAVEMENT
(TYP.)



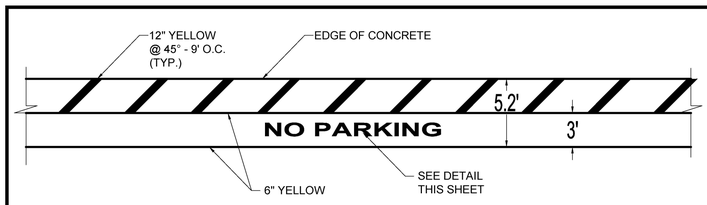
Printed on Thursday, May 07, 2020, 11:20 AM by Joseph Vargas
G:\ALDI\2019\190083 - 747 S FEDERAL HIGHWAY, DEERFIELD BEACH\DWG\SITE PLANS\2020-04-17 BCSPM R#1 REVISIONS\190083 PMS PLAN-------XLAYOUT: PMS PLAN

NOTES:
1. REFER TO "NO PARKING DETAIL (PLAN VIEW)" FOR QUANTITY AND LOCATION.



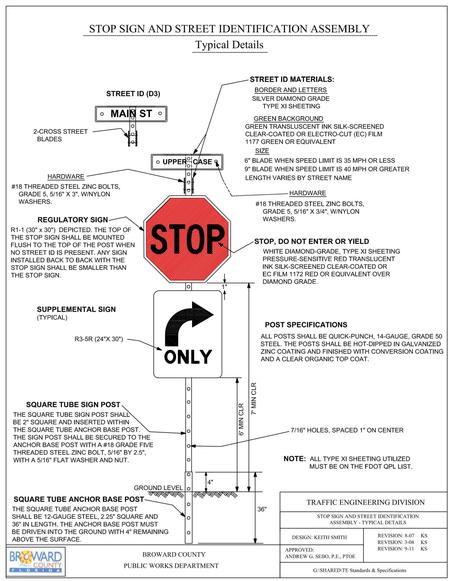
1 No Parking Detail
SCALE: 1/2" = 1'-0"

NO PARKING DETAIL



NOTES:
1. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.

"NO PARKING" PAVEMENT MARKING DETAIL



Kristin DiPierro
Digitally signed by Kristin DiPierro
DN: c=US, o=Unaffiliated, ou=A01427D0000016798984A29000045D2, cn=Kristin DiPierro
Date: 2020.05.08 06:56:38 -04'00'

	Revisions:	Date:
1	Issued for Use/Reference	11/12/19
2		
3		
4		
5		

These drawings are prototypical drawings that must be adapted for site specific conditions, including but not limited to, wind loads, soil conditions and any other requirements as necessitated by local codes, ordinances and regulations. Without the approval of an ALDI Director of Real Estate, a licensed architect or engineer shall make any modifications to the drawings necessary to meet any applicable regulations and codes.

Seal

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Drawing Alteration
It is a violation of law for any person, unless acting under the direction of a licensed architect, engineer or landscape architect, to alter any item on this drawing in any way. If this drawing is altered by a licensed architect, engineer or landscape architect, he or she shall affix to the seal and to the drawing his or her name, the date of such alteration and a specific description of the alteration.

DESIGN PROFESSIONAL

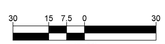
Engineering & Architecture, PLLC
CA 0007196
AA 26001736

PROJECT MANAGER: DATE
PROJECT ENGINEER: DATE
PROJECT MANAGER: DATE

ALDI, Inc.
Prototype Detail

Project Name & Location:
No Parking Detail
Drawing Plan for:

Date:	12/20/08
Type:	
Drawn By:	JOW
Scale:	As Noted
Project No.	00-0000
Drawing No.	SK1



THOMAS ENGINEERING GROUP
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P: 813-379-4100
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SUITE 206
JUPITER, FL 33458
P: 561-203-7503
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REVISIONS:

REV.:	DATE:	COMMENT:	BY:
1	02/03/2020	SITE PLAN MODIFICATION	JAL

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PROJECT No.: F190083
DRAWN BY: CAD
CHECKED BY: ROT
DATE: 09-05-19
CAD I.D.: F190083 PMS PLAN

PROJECT:
ALDI AT FEDERAL MARKETPLACE - BUILDING EXPANSION
FOR
ALDI FLORIDA LLC

(REVISED 3/31/11)

"COMMUNICATIONS NOTES"

THE AGENCY RESPONSIBLE FOR MAINTENANCE OF THE TRAFFIC SIGNALS AND RELATED EQUIPMENT IS BROWARD COUNTY TRAFFIC ENGINEERING DIVISION (BCTED). ALL SYSTEM COMMUNICATIONS EQUIPMENT, CABLING AND RELATED MATERIAL SHALL COMPLY WITH BROWARD COUNTY'S LATEST EDITION OF THE MINIMUM STANDARDS EXPRESSED IN THE "STANDARDS AND SPECIFICATIONS COMMUNICATION INFRASTRUCTURE" DOCUMENT. PLEASE REFER TO (BCTED'S) COMMUNICATION POLICIES AND PROCEDURES FOR ADDITIONAL INFORMATION. BROWARD COUNTY TRAFFIC ENGINEERING DIVISION WILL NOT ACCEPT ANY PROJECTS THAT DO NOT MEET THESE STANDARDS AND SPECIFICATIONS. IF FIBER OPTIC PULL BOXES ALREADY EXIST AT AN INTERSECTION, NO ADDITIONAL FIBER OPTIC PULL BOXES WILL NEED TO BE INSTALLED. FOR A COPY OF THESE STANDARDS REFER TO THE BROWARD COUNTY WEB SITE AT WWW.BROWARD.ORG/TRAFFIC UNDER PUBLICATIONS.

IF THERE ARE COPPER INTERCONNECT CABLE/S WITHIN YOUR PROJECT LIMITS OR WITHIN 1500 FEET OF YOUR PROJECT LIMITS CONTACT BRET HENDERSON, TRAFFIC SIGNAL SUPERVISOR AT BRHENDERSON@BROWARD.ORG OR 954-847-2702.

IF THERE ARE FIBER OPTIC CABLE/S WITHIN YOUR PROJECT LIMITS OR WITHIN 1500 FEET OF YOUR PROJECT LIMITS CONTACT ROBERT BLOUNT COMMUNICATIONS MANAGER AT RBLOUNT@BROWARD.ORG OR 954-357-8242.

ALL BCTED COMMUNICATIONS CABLES/CONDUIT SHALL BE LOCATED A MINIMUM OF 48 HOURS IN ADVANCE.

BROWARD COUNTY TRAFFIC ENGINEERING DIVISION
PROCEDURE FOR NOTIFICATION OF COMMUNICATION DISRUPTION

COPPER INTERCONNECT CABLE NOTIFICATION CONTACT PERSON:
WHEN COMMUNICATIONS TO AN INTERSECTION MUST BE DISRUPTED BY A CONTRACTOR TO PERFORM WORK, THE CONTRACTOR SHALL PROVIDE TWO DAY ADVANCE NOTICE IN WRITING TO BROWARD COUNTY TRAFFIC ENGINEERING DIVISION. THIS NOTIFICATION SHALL BE CONVEYED VIA ELECTRONIC MAIL (EMAIL) TO THE TRAFFIC SIGNAL SUPERVISOR AT BRHENDERSON@BROWARD.ORG. NOTIFICATION SHALL INCLUDE CONTACT PERSON, TELEPHONE NUMBER, PURPOSE, LOCATION AND DURATION. THIS DISRUPTION SHALL LAST FOR NO MORE THAN 3 CONSECUTIVE BUSINESS DAYS. WHERE POSSIBLE, THE DISRUPTION SHALL BE DURING OFF PEAK HOURS BEGINNING AT 9:00AM AND ENDING 3:00PM.

FIBER OPTIC CABLE NOTIFICATION CONTACT PERSON
WHEN COMMUNICATIONS TO AN INTERSECTION MUST BE DISRUPTED BY A CONTRACTOR TO PERFORM WORK, THE CONTRACTOR SHALL PROVIDE TWO DAY ADVANCE NOTICE IN WRITING TO BROWARD COUNTY TRAFFIC ENGINEERING DIVISION. THIS NOTIFICATION SHALL BE CONVEYED VIA ELECTRONIC MAIL (EMAIL) TO THE TRAFFIC SIGNAL SUPERVISOR AT RBLOUNT@BROWARD.ORG. NOTIFICATION SHALL INCLUDE CONTACT PERSON, TELEPHONE NUMBER, PURPOSE, LOCATION AND DURATION. THIS DISRUPTION SHALL LAST FOR NO MORE THAN 3 CONSECUTIVE BUSINESS DAYS. WHERE POSSIBLE, THE DISRUPTION SHALL BE DURING OFF PEAK HOURS BEGINNING AT 9:00AM AND ENDING 3:00PM.

NOTE:
1. ALL TRAFFIC SIGNAGE & PAVEMENT MARKINGS TO BE PROVIDED ON THE SITE PLAN IN CONFORMANCE WITH MOST CURRENT EDITION OF THE BCTE, MUTCD AND CITY OF DEERFIELD BEACH STANDARDS.

2. ALL MARKING, EXCEPT PARKING SPACE STRIPING TO BE THERMOPLASTIC.

ALL PAVEMENT MARKINGS AND SIGNING DAMAGED DURING CONSTRUCTION, SHALL BE RESTORED TO BROWARD COUNTY TRAFFIC ENGINEERING STANDARD. (CURRENT EDITION)

BCTED NOTE:
ALL R1-1, R1-2 AND R5-1 SIGNING SHALL BE FABRICATED USING DIAMOND GRADE SHEETING AS PER BROWARD COUNTY TRAFFIC ENGINEERING STANDARD. (CURRENT EDITION)

THOMAS ENGINEERING GROUP
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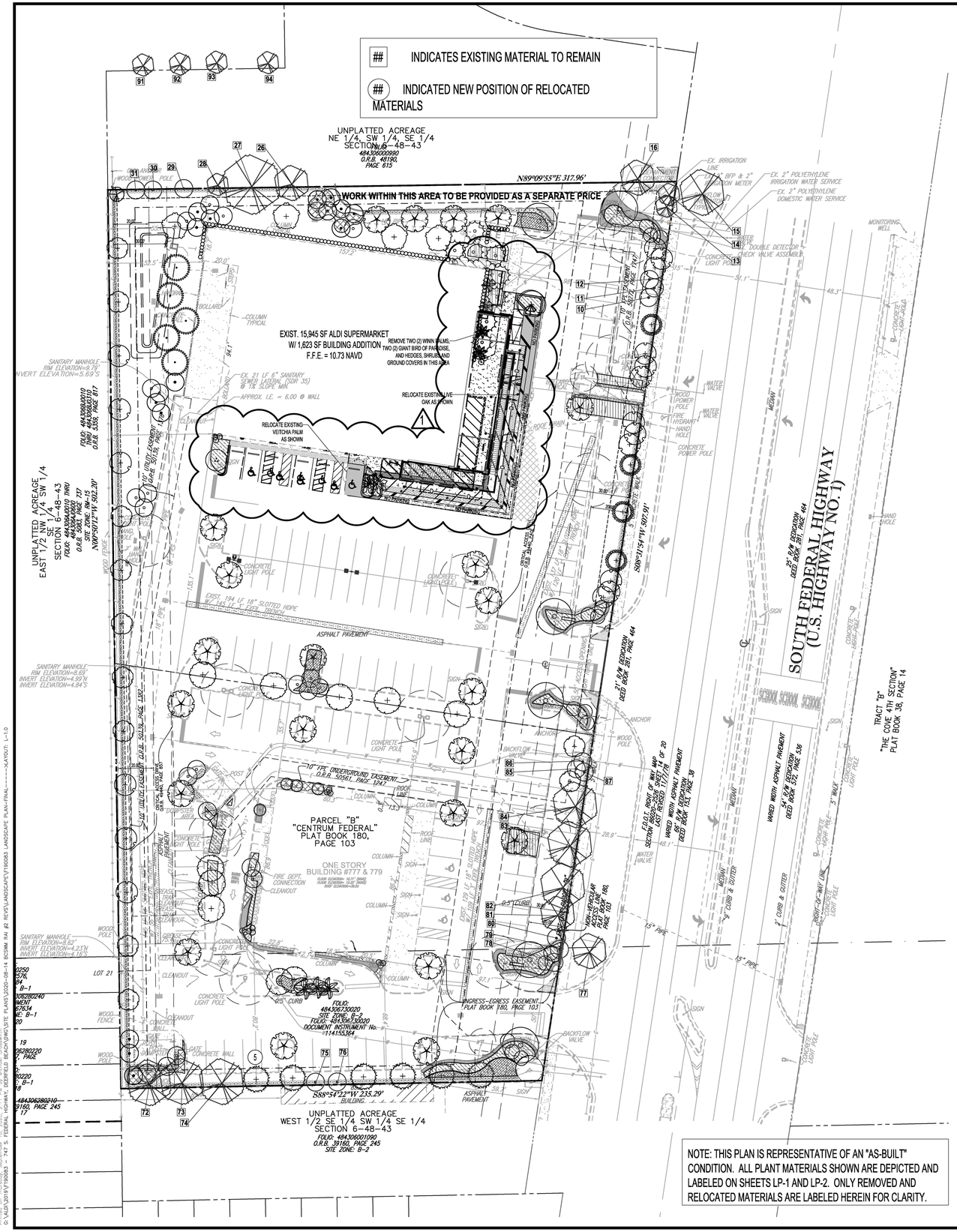
KRISTIN N. DIPIERRO
PROFESSIONAL ENGINEER
May 7, 2020
FLORIDA LICENSE No. 84350
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

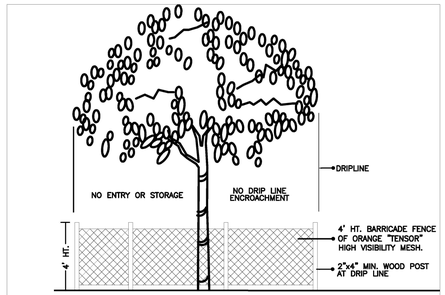
May 7, 2020
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:
PAVEMENT MARKING & SIGNAGE PLAN

SHEET NUMBER:
C-11

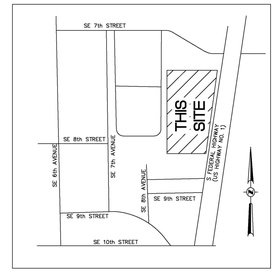


NOTE: THIS PLAN IS REPRESENTATIVE OF AN "AS-BUILT" CONDITION. ALL PLANT MATERIALS SHOWN ARE DEPICTED AND LABELED ON SHEETS LP-1 AND LP-2. ONLY REMOVED AND RELOCATED MATERIALS ARE LABELED HEREIN FOR CLARITY.



TREE PRESERVATION BARRICADE FENCING DETAIL

N.T.S.



LOCATION MAP
NOT TO SCALE

EXISTING TREE DISPOSITION CHART

Federal Marketplace - Deerfield Beach, Florida

TREE NO.	BOTANICAL NAME	COMMON NAME	CAL @ DBH	HT	SPR	CANOPY sf	CONDITION	COMMENTS	DISPOSITION
10	Sabal Palmetto	Cabbage Palm		25'	10'	79	Good		REMAIN
11	Sabal Palmetto	Cabbage Palm		20'	10'	79	Good		REMAIN
12	Sabal Palmetto	Cabbage Palm		18'	10'	79	Good		REMAIN
13	Tabebuea palida	Pink Trumpet Tree	8	18'	15'	178	Fair	under power lines	REMAIN
14	Tabebuea palida	Pink Trumpet Tree	4	12'	6'	30	Fair	under power lines	REMAIN
15	Quercus virginiana	Live Oak	12	25'	25'	493	Good	in right-of-way	REMAIN
16	Bucidas buceras	Black Olive	16	45'	20'	315	Good		REMAIN
26	Bucidas buceras	Black Olive	12	45'	20'	315	Good		REMAIN
27	Bucidas buceras	Black Olive	16	45'	30'	710	Good		REMAIN
28	Quercus virginiana	Live Oak	3	15'	10'	79	Good		REMAIN
29	Sabal Palmetto	Cabbage Palm		18'	10'	79	Good		REMAIN
30	Sabal Palmetto	Cabbage Palm		18'	10'	79	Good		REMAIN
31	Sabal Palmetto	Cabbage Palm		15'	10'	79	Fair		REMAIN
37	Sabal Palmetto	Cabbage Palm		20'	10'	79	Good		RELOCATE
38	Sabal Palmetto	Cabbage Palm		22'	10'	79	Good		RELOCATE
39	Sabal Palmetto	Cabbage Palm		30'	10'	79	Good		RELOCATE
40	Sabal Palmetto	Cabbage Palm		26'	10'	79	Good		RELOCATE
41	Sabal Palmetto	Cabbage Palm		30'	10'	79	Good		RELOCATE
42	Sabal Palmetto	Cabbage Palm		30'	10'	79	Good		RELOCATE
44	Sabal Palmetto	Cabbage Palm		22'	10'	79	Good		RELOCATE
47	Sabal Palmetto	Cabbage Palm		20'	10'	79	Good		RELOCATE
50	Sabal Palmetto	Cabbage Palm		22'	10'	79	Good		RELOCATE
51	Sabal Palmetto	Cabbage Palm		20'	10'	79	Good		RELOCATE
54	Sabal Palmetto	Cabbage Palm		25'	10'	79	Good		RELOCATE
57	Sabal Palmetto	Cabbage Palm		28'	10'	79	Good		RELOCATE
62	Sabal Palmetto	Cabbage Palm		28'	10'	79	Good		RELOCATE
63	Sabal Palmetto	Cabbage Palm		22'	10'	79	Fair		RELOCATE
68	Sabal Palmetto	Cabbage Palm		22'	10'	79	Fair		RELOCATE
72	Pongania pinata	Pongam	30	25'	25'	493	Good		REMAIN
73	Pongania pinata	Pongam	20	30'	25'	493	Good		REMAIN
74	Pongania pinata	Pongam	20	25'	25'	493	Good		REMAIN
75	Wodyetia bifurcata	Foxtail Palm	6	16'	15'	178	Fair		REMAIN
76	Wodyetia bifurcata	Foxtail Palm	6	16'	15'	178	Fair		REMAIN
77	Quercus virginiana	Live Oak	10	20'	20'	315	Good		REMAIN
79	Sabal Palmetto	Cabbage Palm		22'	10'	79	Good		REMAIN
80	Sabal Palmetto	Cabbage Palm		24'	10'	79	Good		REMAIN
81	Pongania pinata	Pongam	18	20'	20'	315	Good		REMAIN
82	Swietena mahogany	West Indies Mahogany	10	25'	25'	493	Good		REMAIN
83	Swietena mahogany	West Indies Mahogany	14	25'	45'	1596	Good		REMAIN
84	Swietena mahogany	West Indies Mahogany	18	25'	25'	493	Good		REMAIN
85	Sabal Palmetto	Cabbage Palm		25'	10'	79	Good		REMAIN
86	Sabal Palmetto	Cabbage Palm		25'	10'	79	Good		REMAIN
87	Sabal Palmetto	Cabbage Palm		20'	10'	79	Good		REMAIN
89	Conocarpus e. sericeus	Silver Buttonwood	3	10'	15'	178	Good		RELOCATE
90	Quercus virginiana	Live Oak	4	12'	10'	79	Fair		RELOCATE
91	Quercus virginiana	Live Oak	4	14'	10'	79	Fair		REMAIN
92	Quercus virginiana	Live Oak	5	14'	10'	79	Fair		REMAIN
93	Quercus virginiana	Live Oak	6	14'	10'	79	Fair		REMAIN
94	Quercus virginiana	Live Oak	6	14'	10'	79	Fair		REMAIN

GENERAL NOTES:

1. Contractor is responsible for determining all utility locations and installing facilities so as to not conflict. All damage to existing utilities or improvements caused by Contractor shall be repaired at no additional cost to the Owner.

2. Contractor to notify "Sunshine State One Call of Florida, Inc." at 1-800-432-4770 Two Full Business Days prior to digging for underground utility locations.

3. Contractor shall be responsible for providing final grading of all associated planting areas.

4. After final grade, area to be raked to 6" depth and all rock and foreign inorganic materials removed and disposed of properly off-site.

5. All planting holes to be hand dug except where machine dug holes will not adversely affect or damage utilities or improvements (see note 8).

6. No plant material will be accepted showing evidence of cable, chain marks, equipment scars, or otherwise damaged.

7. Plant material will not be accepted when the ball of earth surrounding its roots has been cracked, broken or otherwise damaged.

8. Root-prune all trees a minimum of (8) weeks prior to planting.

9. Tree protection barricades shall be provided by Landscape Contractor around existing trees that may be impacted by the proposed construction. Prior to any construction a tree protection barricade inspection shall be conducted by the landscape architect, owner or governing municipality. Refer to landscape detail for tree preservation barricade fencing.

Michael D Grosswirth

Digitally signed by Michael D Grosswirth
DN: c=US, o=THOMAS ENGINEERING GROUP LLC, ou=A01410C0000001720E31831F000EFAC, cn=Michael D Grosswirth
Date: 2020.09.11 09:47:40 -04'00'

30 15 7.5 0 30
1"= 30'

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
125 W INDIANTOWN RD. SUITE 206 JUPITER, FL 33458 P: 561-203-7903
1502 W. FLETCHER AVE. SUITE 101 TAMPA, FL 33612 P: 813-379-4100
6300 NW 31ST AVENUE FT. LAUDERDALE, FL 33309 P: 954-202-7000

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REVISIONS:

REV:	DATE:	COMMENT:	BY:
1	06/05/2020	SITE PLAN MODIFICATION	JAL

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PROJECT No.: F190083
DRAWN BY: CAD
CHECKED BY: ROT
DATE: 09-05-19
CAD I.D.: F190083 LANDSCAPE PLAN-FINAL

PROJECT:

ALDI AT FEDERAL MARKETPLACE - BUILDING EXPANSION

FOR

ALDI FLORIDA LLC

THOMAS ENGINEERING GROUP
6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
FX: (954) 202-7070
www.ThomasEngineeringGroup.com

REGISTERED LANDSCAPE ARCHITECT MICHAEL D. GROSSWIRTH LA 6666871 STATE OF FLORIDA
PROFESSIONAL LANDSCAPE ARCHITECT
★ September 10, 2020 ★
FLORIDA LICENSE no. 6666871
FLORIDA BUSINESS CERT. OF AUTH. No. 27528
September 10, 2020
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

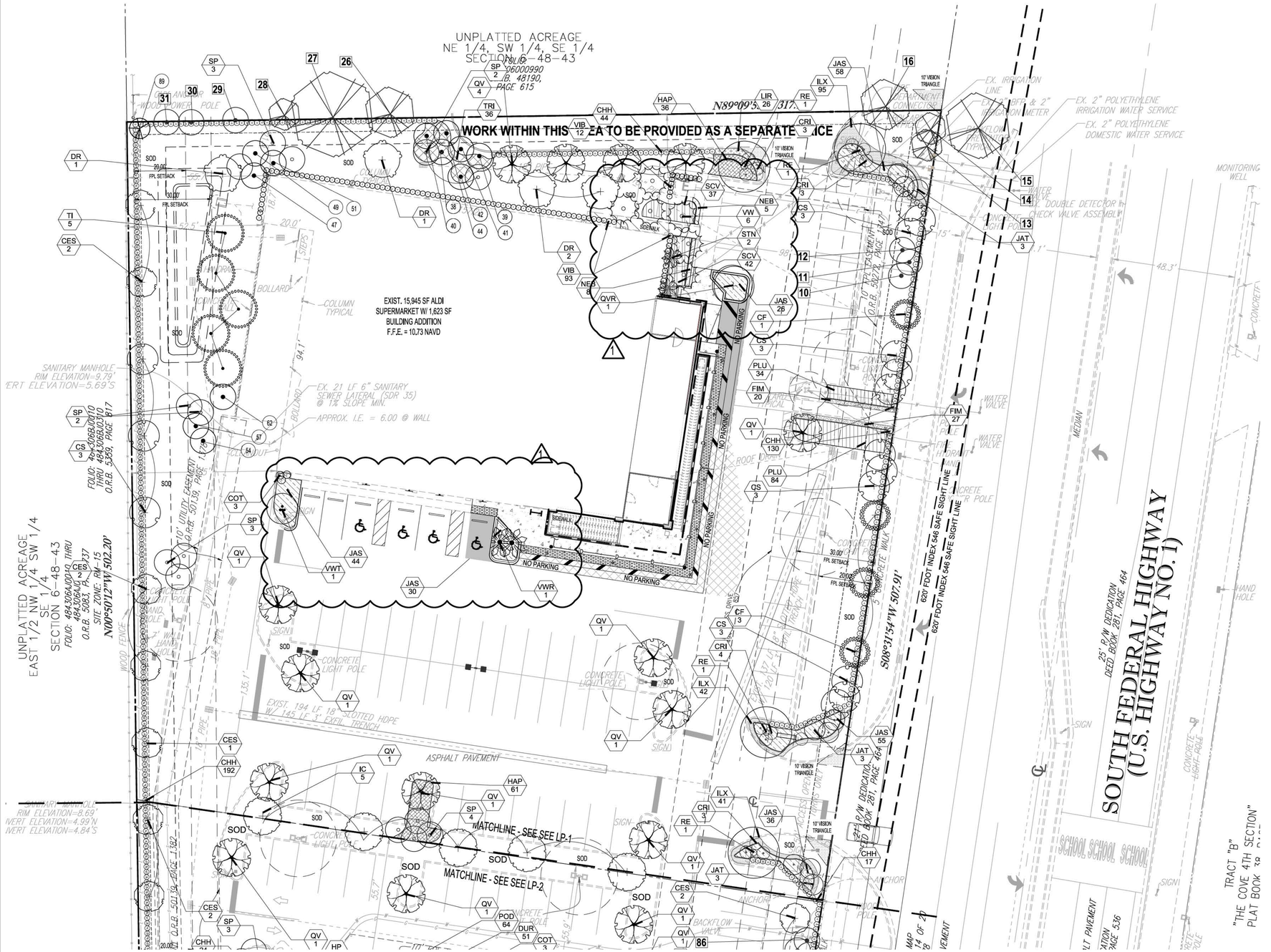
TREE DISPOSITION PLAN

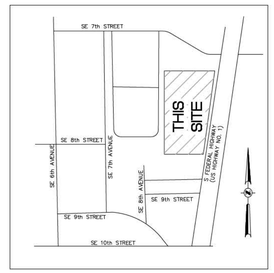
SHEET NUMBER:

LD-1

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MICHAEL D. GROSSWIRTH, LA6666871 ON 2020-06-09

Printed on Thursday, September 10, 2020, 2:11 PM by Michael Grosswirth
G:\ALDI\2019\F190083 - 747 S. FEDERAL HIGHWAY, DEERFIELD BEACH\DWG\SITE PLANS\2020-08-14 BCSMM R4 #2 REVS\LANDSCAPE\F190083 LANDSCAPE PLAN-FINAL-------XLAYOUT: L-10





LOCATION MAP
NOT TO SCALE

NOTE: ALL INSTALLATION AND SELECTION OF PLANT MATERIALS SHALL BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION ENGINEERING SIGHT LINE DETAILS R-13 AND R-14 ACCORDINGLY.

NOTE: LANDSCAPE AREAS TO BE MAINTAINED TO EDGE OF PAVEMENT IN RIGHTS-OF WAY.

NOTE: ALL LANDSCAPE AREAS SHALL BE IRRIGATED FROM A NON-POTABLE WATER SOURCE AND SHALL HAVE A MINIMUM 50% OVERLAP.

PLEASE REFER TO SHEET LP-3 FOR PLANTING SCHEDULES AND PLANTING DETAILS; TO SHEET LP-4 FOR GENERAL LANDSCAPE NOTE; AND SHEET LD-1 FOR EXISTING TREE DISPOSITION.

ALL SOD TO BE STENOTAPHRUM SECUNDATUM, V. 'ST. AUGUSTINE", UNLESS OTHERWISE NOTED.

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
125 W INDIANTOWN RD. SUITE 206 JUPITER, FL 33458 P: 561-203-7903
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6300 NW 31ST AVENUE FT. LAUDERDALE, FL 33309 P: 954-202-7000

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REVISIONS:

REV:	DATE:	COMMENT:	BY:
1	06/05/2020	SITE PLAN MODIFICATION	JAL

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PROJECT No.: F190083
DRAWN BY: CAD
CHECKED BY: ROT
DATE: 09-05-19
CAD I.D.: F190083 LANDSCAPE PLAN-FINAL

PROJECT:

ALDI AT FEDERAL MARKETPLACE - BUILDING EXPANSION

FOR

ALDI FLORIDA LLC

THOMAS ENGINEERING GROUP
6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
FX: (954) 202-7070
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MICHAEL D. GROSSWIRTH
LA 6666871
REGISTERED LANDSCAPE ARCHITECT
STATE OF FLORIDA
PROFESSIONAL LANDSCAPE ARCHITECT
★ September 10, 2020 ★
FLORIDA LICENSE NO. 6666871
FLORIDA BUSINESS CERT. OF AUTH. No. 27528
September 10, 2020
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

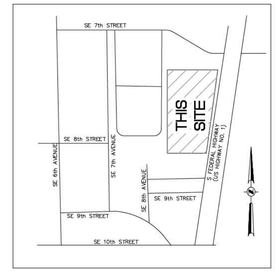
LANDSCAPE PLAN

SHEET NUMBER:

LP-1

Printed on Thursday, September 10, 2020, 2:11 PM, by Michael Grosswirth
G:\ALD\2019\F190083 - 7412 S. FEDERAL HIGHWAY, DELAYFIELD BEACH\DWG\SITE PLANS\2020-08-14 BCSMM RA #2 REVS\LANDSCAPE\F190083 LANDSCAPE PLAN-FINAL-------XLAYOUT, L-2.0

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MICHAEL D. GROSSWIRTH, LA6666871 ON 2020-06-09



LOCATION MAP
NOT TO SCALE

NOTE: ALL INSTALLATION AND SELECTION OF PLANT MATERIALS SHALL BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION ENGINEERING SIGHT LINE DETAILS R-13 AND R-14 ACCORDINGLY.

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SHEET TITLE:

LANDSCAPE PLAN

SHEET NUMBER:

LP-2

Printed on Thursday, September 10, 2020, 2:11 PM by Michael Grosswirth
G:\ALDI\2019\F190083_FEDERAL HIGHWAY, DEERFIELD BEACH\DWG\SITE PLANS\2020-08-14 BCSWM RAI #2 REVS\LANDSCAPE\F190083 LANDSCAPE PLAN-FINAL-----XLAYOUT: L-2.1

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PLANT SCHEDULE

TREES	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC		REMARKS
CES	11	Silver Button Wood	Conocarpus erectus sericeus	65 gal	2.5"Cal	10` Ht	5`	Yes	High		4` CT
CF	4	Golden Shower Tree	Cassia fistula	25 gal	2"Cal	10` Ht	5`	Yes	Low		
CS	18	Orange Geiger Tree	Cordia sebestena	65 gal	2.5"Cal	10` Ht	5`	Yes	High		4` CT
DR	4	Royal Poinciana	Delonix regia	B & B	3"Cal	14-16` ht.	6-8`	No	High		
IC	11	Dahoon Holly	Ilex cassine	B & B	3"Cal	14` Ht	6`	Yes	High		5` CT
LL	2	Japanese Privet	Ligustrum japonicum	25 gal	2"Cal	8` Ht	6`	No	High		3` CT
QV	22	Southern Live Oak	Quercus virginiana	B & B	4"Cal	14` Ht	6`	Yes	High		RELOCATED
TC	5	Yellow Trumpet Tree	Tabebuia caraiba	B & B	2"Cal	16` Ht	8`	No	High		6` CT
TI	5	Purple Trumpet Tree	Tabebuia impetiginosa	B & B	2.5"Cal	12-14` Ht	5-6`	No	High		4` c.t.

RELOCATED TREES	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC		REMARKS
QVR	1	Southern Live Oak	Quercus virginiana	NA	As noted on Sheet L-1.0	As Noted on Sheet L-1.0	As Noted on Sheet L-1.0	Yes	High		6` CT
VWR	1	Winin Palm	Veitchia winin	NA		As Noted on Sheet L-1.0		No	High		

PALM TREES	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC		REMARKS
RE	6	Florida Royal Palm	Roystonea elata	B & B		12` gw		Yes	High		Matched
SP	20	Cabbage Palmetto	Sabal palmetto	B & B		20-24` OA		Yes	High		10-14` CT, STAGGERED
VM	3	Montgomery Palm	Veitchia montgomeryana	B & B		12` gw	10`	No	High		Single Trunk
VW	6	Winin Palm	Veitchia winin	B & B		12` gw	10`	No	High		
VWT	1	Winin Palm	Veitchia winin	B & B		18-22` oa	10`	No	High		Triple Trunk

SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC		REMARKS
CHH	729	Red Tip Cocoplum	Chrysobalanus icaco `Red Tip`	3 gal	24"	24"	24"	Yes	High		Full to base
COT	9	Black Magic Ti Plant	Cordyline terminalis `Black Magic`	7 gal	As Shown	30"	24"	No	High		3 ppp
COV	5	Croton	Codiaeum variegatum `Pictum`	7 gal	As Shown	30"	24"	No	Medium		3 ppp
CRI	20	`Queen Emma` Crinum	Crinum augustum `Queen Emma`	15 gal	As Shown	48"	48"	No	Medium		
HP	4	Powder Puff Tropical Hibiscus	Hibiscus rosa-sinensis `Powder Puff` TM	5 gal	1.5"Cal	5` Ht	3`	No	Low		
JAT	14	Peregrina Jatropha	Jatropha integerrima	25 gal	1.5"Cal	5` Ht	3`	No	High		
POD	64	Shrubby Yew	Podocarpus macrophyllus maki	3 gal	24"	24"	24"	No	Medium		Full to base
STN	2	Giant Bird of Paradise	Strelitzia nicolai	15 gal	As Shown	6-7` Ht	3-4`	No	Medium		
VIB	105	Sandankwa Viburnum	Viburnum suspensum	3 gal	24"	24"	24"	No	High		Full to base

SHRUB AREAS	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	SPACING	REMARKS
ALP	6	Purple Ginger	Alpinia purpurata	7 gal	30"	30-36"	24-30"	No	Medium	30" o.c.	
HAP	178	Fire Bush	Hamelia patens	3 gal	24"	18-24"	18-24"	Yes	High	24" o.c.	
JAS	513	Southern Wax Jasmine	Jasminum simplicifolium	3 gal	24"	18"	18"	No	Medium	24" o.c.	
NEB	13	Boston Fern	Nephrolepis exaltata `Bostoniensis`	3 gal	24"	18"	18"	Yes	High	24" o.c.	
PLU	177	Plumbago	Plumbago auriculata	3 gal	24"	18"	18"	No	Medium	24" o.c.	Soft blue flowers
SCV	79	Variegated Schefflera	Schefflera calyptratus	3 gal	24"	18"	18"	No	High	24" o.c.	Full to base
TRI	65	Fakahatchee Grass	Tripsacum dactyloides	3 gal	36"	30-36"	24-30"	Yes	High	36" o.c.	

GROUND COVERS	QTY	COMMON NAME	BOTANICAL NAME	SPECIFICATIONS	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	SPACING	REMARKS
DUR	76	Sky Flower	Duranta repens `Dwarf Golden`	3 gal	18"	16-18"	16-18"	Yes	High	18" o.c.	
FIM	47	Green Island Ficus	Ficus microcarpa `Green Island`	1 gal	YES	14-16"	14-16"	No	Medium	18" o.c.	
ILX	376	Dwarf Schillings Holly	Ilex vomitoria `Schillings Dwarf`	3 gal	18"	12-14"	12-14"	Yes	High	18" o.c.	
LIR	26	Lily Turf	Liriope muscari	1 gal	18"	12-14"	10-12"	No	High	18" o.c.	Full clumps

CITY OF DEERFIELD BEACH, FLORIDA

LANDSCAPE CODE REQUIREMENTS - CHAPTER 98; ARTICLE IV; SEC. 98-80

ZONING: B-2 (Business Highway)
CURRENT USE: Super Market, Retail & Restaurant
TOTAL SITE AREA: 3.19 Acres (138,751 sq.ft.)
PERMEABLE AREA: 35,090 sq.ft.(25.3%)

98.80.f: TREES AND SHRUBS; REQUIRED MINIMUM QTY.

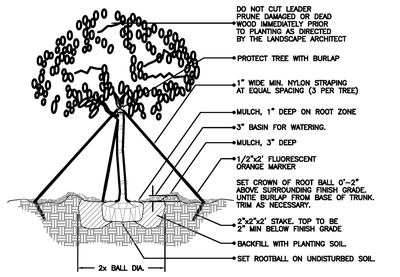
	REQUIRED	PROVIDED
One (1) Tree for each interior and terminal parking island 26 Islands	28 TREES	27TREES
One (1) Tree/30 l.f. of property periphery 1,056.89 lf	36 TREES	38 TREES
One (1) Tree/1500 sq.ft. of permeable area 35,090 sq.ft.	24 TREES	55 TREES
One (1) Tree/30 l.f. of R/O/W 510.53' +/-	18 TREES	29 TREES
TOTAL TREES	**106 TREES**	**149 TREES***
* INCLUDES (9) EXISTING/RELOCATED TREES ON SITE (PALMS 3:1), (21) EXISTING CANOPY TREES, AND (15) REPLACEMENT SABAL PALMS @ 1:1.		129 Native (87%)
Twenty (20) Shrubs or Ground Covers/tree required 139 Trees x 20	**2,780 Shrubs**	**3,376 Shrubs**
		1386 Native (40%)

98.80.i: VARIETY

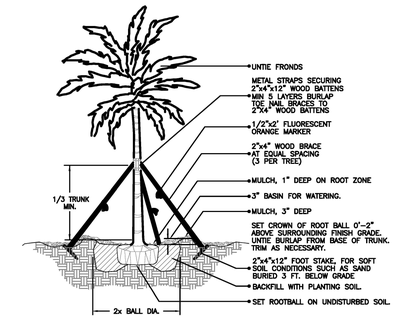
Minimum Tree Species	6	13
Minimum Shrub Species	6	20
Minimum 10% Flowering Species (10'x 5', 2.5" cal.)	14	32
Minimum 20% Palm Species (6' grey wood; Sabal Palms at 8' clear trunk)	28	37
Minimum 40% Native Trees (12'x 6', 3" cal.)	56	129 (87%)
Minimum 50% Trees at 14' height	70	72 (incl. existing)
Minimum 50% Palms at 12' grey wood/clear trunk)	14	15

GENERAL LANDSCAPING REQUIREMENTS

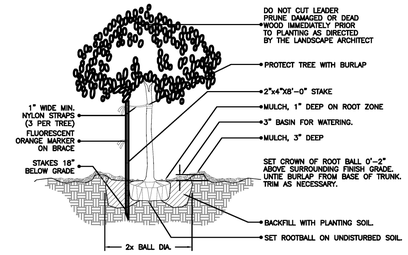
1. Tree removal permits are required for all tree removals, to be obtained from the Building Department.
2. Landscape permits are required before any planting occurs. Permits are obtained from the Building Department.
3. Trees are to be planted at a depth so that the root-flare and top of first order root(s) are fully visible, with 10% of the height of the rootball above grade. Reflect this in planting detail.
4. An irrigation plan and specifications for the system must be included with the landscape plans when submitting for permit. The irrigation system shall be designed to have a minimum of 150% coverage. The system must include a rain sensor.
5. All trees adjacent to FP&L powerlines are required to comply with the FP&L Right Tree Right Place guidelines.
6. All swales are required to be sodded with St. Augustine “Floratam” sod and irrigated by an automatic sprinkler system with 150% coverage.
7. Landscape ordinance specifications on irrigation and installations supersede any notes on the plan.
8. All proposed and existing plant material on site must meet FL #1 standards as stated in Code.
9. All landscape plant materials, installation, maintenance and preservation shall be in accordance with the City of Deerfield Beach Land Development Code, Section 98-80 and 98-81.
10. It is required that the landscape contractor schedule an on-site pre-construction meeting with the City Landscaper.
11. The completed installation shall be certified by the firm providing the design, per 98-80 (t).



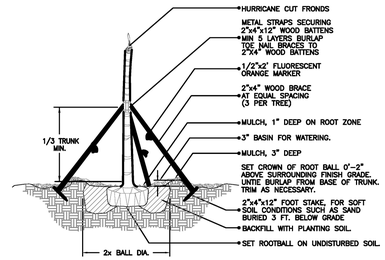
(2" cal. and over)
LARGE TREE PLANTING DETAIL
N.T.S.



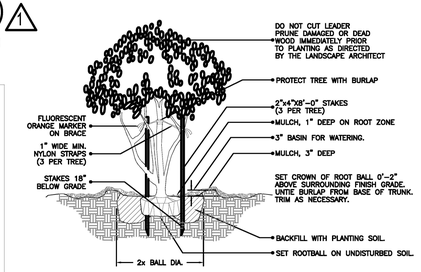
LARGE PALM PLANTING DETAIL
N.T.S.



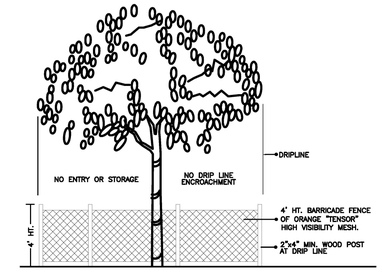
(2" cal. and under)
SMALL TREE PLANTING DETAIL
N.T.S.



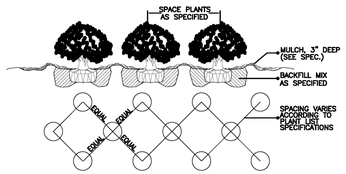
CIGARED SABAL
PALM PLANTING DETAIL
N.T.S.



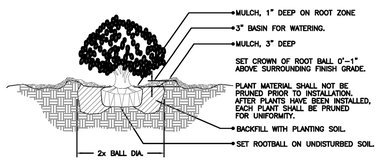
MULTI- TRUNK AND SMALL TREE
(2" cal. and under) PLANTING DETAIL
N.T.S.



TREE PRESERVATION
BARRICADE FENCING DETAIL
N.T.S.



SHRUB / GROUNDCOVER
SPACING / PLANTING DETAIL
N.T.S.



SHRUB PLANTING DETAIL
N.T.S.

Michael D Grosswirth

Digitally signed by Michael D Grosswirth
DN: c=US, o=THOMAS ENGINEERING GROUP LLC, ou=A01410C000001720E31831F0000EFAC, cn=Michael D Grosswirth
Date: 2020.09.11 09:48:55 -04'00'

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SHEET TITLE:

PLANT LIST & DETAILS

SHEET NUMBER:

LP-3

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MICHAEL D. GROSSWIRTH, LA6666871 ON 2020-06-09

LANDSCAPE GENERAL NOTES

A. SCOPE OF WORK

1. THE WORK CONSISTS OF FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.

2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL PLANTING AREAS OF THIS CONTRACT UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

1. ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, AND OTHER ITEMS OF CONSTRUCTION AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THIS CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.

C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS, EXISTING OR OTHERWISE, CAUSED BY CARELESS OPERATION OF EQUIPMENT, STOCKPILING OF MATERIALS, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP – LINE OR THE SPILLING OF OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP – LINE.

2. NO MATERIALS SHALL BE BURNED WHERE THE HEAT WILL DAMAGE ANY PLANT, TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/OR UNSIGHTHLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS ($100) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY PERCENT (20%) PER INCH OVER FOUR INCHES (4") CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES, OR AS MAY BE REQUIRED BY THE REGULATING DEVELOPMENT TESTING, WHICH EVER IS GREATER. CALIPER SHALL BE MEASURED AT BREAST HEIGHT OR FOUR FEET (4') ABOVE SURROUNDING GROUND.

D. MATERIALS

1. SUBMITTALS: GENERAL SAMPLES OF PLANTING MATERIALS AS LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON THE SITE OR AS OTHERWISE DETERMINED BY THE OWNER. UPON APPROVAL OF SAMPLES, DELIVERY OF MATERIALS MAY BEGIN.
MATERIALS SAMPLES SUBMITTALS
MULCH ONE (1) CUBIC FOOT
TOPSOIL ONE (1) CUBIC FOOT
PLANTS ONE (1) REPRESENTATIVE SAMPLE OF EACH VARIETY

2. PLANT MATERIALS

A) GENERAL: PLANT SPECIES, SIZES, & QUANTITIES SHALL, AT A MINIMUM, CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH "GRADES AND STANDARDS FOR NURSERY PLANTS" PARTS I AND II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA NO. 1 AS AN ABSOLUTE MINIMUM UNLESS OTHERWISE SUPERSEDED BY A FLORIDA FANCY DESIGNATION, AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL – BRANCHED AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE, AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT "O APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE OWNER.

B) MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE TOP OF ROOT BALL (TRUNK FLARE) AND/OR ACROSS THE AVERAGE SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

C) INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY; SUCH PRELIMINARY APPROVAL SHALL NOT SUPERSEDE THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF BALLS OR ROOTS, LATENT DEFECTS OR INJURIES, PRESENCE OF INSECTS, AND OTHER CONDITIONS THAT MAY HAVE OCCURRED SINCE THE NURSERY INSPECTION. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

D) AMENDED PLANTING SOIL: PLANTING SOIL FOR USE IN BACK FILLING PLANTING HOLES SHALL BE FORTY PERCENT (40%) TOPSOIL AND SIXTY PERCENT (60%) SAND AND BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER, WITHOUT MIXTURE OF SUBSOIL MATERIALS, AND OBTAINED FROM A WELL–DRAINED, ARABLE SITE. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND SHALL BE FREE FROM HEAVY CLAY, COARSE SAND, STONES, LIME, LUMPS, PLANTS, ROOTS OR OTHER FOREIGN MATERIALS, OR NOXIOUS WEEDS. IT SHALL NOT CONTAIN TOXIC SUBSTANCES WHICH MAY BE HARMFUL TO PLANT GROWTH. PH RANGE SHALL BE 5.0 TO 7.0 INCLUSIVE.

E) SAND SHALL BE CLEAN, WELL DRAINING NATIVE SAND. IF REQUESTED, CONTRACTOR SHALL AT ANY TIME AND AT NO COST TO OWNER, SUBMIT RESULTS OF SOIL TESTS FOR TOPSOIL AND SAND PROPOSED FOR USE UNDER THIS CONTRACT FOR APPROVAL BY OWNER.

E. WATER

1. WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE GROWTH OF PLANTS AND SHALL NOT CONTAIN HARMFUL NATURAL OR MAN – MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC. IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SUCH SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

F. COMMERCIAL FERTILIZER

1. COMMERCIAL FERTILIZER SHALL BE A COMPLETE FORMULA; IT SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED STATEMENT OF ANALYSIS.
FIFTY PERCENT (50%) OF THE NITROGEN SHALL BE DELIVERED FROM NATURAL ORGANIC SOURCES. THE FOLLOWING FERTILIZERS SHALL BE USED AND APPLIED AT RATES AS SUGGESTED BY MANUFACTURER'S SPECIFICATIONS:
1. SHRUBS AND TREES – MILORGANITE, OR APPROVED EQUAL
2. ANNUALS AND GROUNDCOVERS – OSMOCOTE/SIERRA BLEND 14 – 14 – 14
3. SOD – 8 – 8 – 8
IN ADDITION TO SURFACE APPLIED FERTILIZERS, ALL CONTAINER GROWN AND FIELD GROWN PLANT MATERIAL SHALL RECEIVE "AGRIFORM" PLANTING TABLETS 24 – 10 – 5 FORMULA, 21 GRAM OR EQUAL. THESE TABLETS SHALL BE PLACED AT THE RATE AND DEPTH SPECIFIED BY MANUFACTURER.

G. MULCH

1. MULCH SHALL BE FROM SHREDDED WOOD DERIVED FROM MELALEUCA OR OTHER INVASIVE TREE SPECIES AND SHALL BE STERILIZED TO EFFECTIVELY ELIMINATE ALL SEEDS, SPORES, ETC. AND RENDER THEM BARREN.

2. MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT AND APPLIED AT A DEPTH OF THREE INCHES (3"). MULCH IS TO BE KEPT 2-3" FROM THE STEM OF ALL GROUNDCOVERS & 3-6" FROM THE TRUNK OF ALL TREES & PALMS.

3. MULCH SHALL BE GRADE '3' SHREDDED, AND SHALL BE APPLIED EVENLY AND SMOOTH TO PLANTED AREAS.

4. NO RED OR COLORED MULCH SHALL BE ACCEPTED UNLESS SPECIFIED ACCORDINGLY. NO CYPRESS MULCH OR PINE BARK SHALL BE USED.

H. DIGGING AND HANDLING

1. PROTECT ROOT SYSTEMS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN AND DRYING WINDS, WATER EROSION, AND OTHER HARMFUL CRITERIA AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT BREAKING AND DRYING OUT DURING LOADING, TRANSIT, AND UNLOADING/PLANTING. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT "ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.

2. BALLED AND BURLAPPED PLANTS (B&B) SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS, AND IN ACCORDANCE WITH "GRADES AND STANDARDS FOR NURSERY PLANTS" FLORIDA PUBLICATION. NO PLANT WITH A ROOTBALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS BALLED AND BURLAPPED OR CONTAINER GROWN SHALL NOT BE HANDLED BY STEMS.

3. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS. THE ROOTS SHALL NOT BE CUT WITH IN THE MINIMUM SPREAD SPECIFIED IN THE PLANT LIST. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT IN MOVING AND PRIOR TO PLANTING.

4. PROTECTION OF PALMS (IF APPLICABLE): ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS BY "GRADES AND STANDARDS FOR NURSERY PLANTS" FLORIDA PUBLICATION. PRUNING PRACTICED OTHER THAN MINIMAL PRUNING OF FRONDS, PRIMARILY TO REACH A "CLEAR TRUNK" SPECIFICATION, MAY CONSTITUTE REJECTION, OF ALL PALMS SUBJECTED TO SUCH PRACTICE. LIKEWISE, EXCESSIVE PRUNING OR "SHAVING" OF ROOT BALLS TO MEET "CLEAR TRUNK" CRITERIA MAY CONSTITUTE REJECTION ONSITE. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL ON THE PLANTING DETAILS SHEET.

5. EXCAVATION OF PLANTING HOLES SHALL BE DONE USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS, AND PREPARED SUB-BASES.

I. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL – ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION, AND SHALL MEET MINIMUM SPECIFICATIONS IN THE FLANT LIST.

2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GOWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.

3. PLANT ROOTS BOUND IN CONTAINERS OR WITH CIRCLING ROOTS SHALL NOT BE ACCEPTABLE.

4. SUBSTITUTION OF NON-CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE CONTAINER GROWN WILL NEED AUTHORIZATION FROM THE OWNER. LIKEWISE, SUBSTITUTION OF CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE BALLED AND BURLAPPED/FIELD GROWN WILL NEED AUTHORIZATION FROM THE OWNER AND LA OF RECORD PRIOR TO THE ORDERING OF ANY MATERIALS.

5. ALL PLANT MATERIALS SHALL MEET THE MINIMUM SPECIFICATIONS LISTED IN THE PLANT SCHEDULE: SIZE (HEIGHT/SPREAD) SPECIFICATIONS TAKE PRECEDENCE OVER GALLON SIZES (IF GALLON SIZES ARE SPECIFIED).

J. COLLECTED STOCK

1. WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED ON THE PLANT LIST SCHEDULE, THE MINIMUM SIZES OF ROOT BALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

K. NATIVE STOCK

1. PLANTS COLLECTED FROM WILD OR NATIVE STAND SHALL BE CONSIDERED GROWN WHEN THEY HAVE BEEN SUCCESSFULLY REESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

L. MATERIALS LIST

1. QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN A BIDDER'S TAKE OFF AND THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO THE SUBMISSION OF BIDS. DRAWING SHALL TAKE PRECEDENCE. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE. WHERE NO GALLON SIZE IS SPECIFIED ON CONTAINERIZED SHRUBS OR GROUNDCOVERS, THE HEIGHT & SPREAD SPECIFICATIONS SHALL PREVAIL.

M. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR, UNLESS OTHERWISE NOTED.

2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. THIS CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.

3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED TO ALLOW FREE FLOW OF SURFACE WATER. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS.

N. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK THE CONTRACTOR SHALL CLEAN UP WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE COMPLETELY REMOVED FROM THE SITE. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY AFFECT THE VIABILITY OF THE PLANTS TO BE INSTALLED, HE/SHE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S CONSTRUCTION MANAGER OR DESIGNEF.

2. DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES, IT SHALL BE PROHIBITED TO REMOVE VEGETATION BY GRUBBING OR TO PLACE SOIL DEPOSITS, DEBRIS, SOLVENTS, CONSTRUCTION MATERIAL, MACHINERY OR OTHER EQUIPMENT OF ANY KIND WITHIN THE DRIPLINE OF A TREE TO REMAIN ON THE SITE UNLESS OTHERWISE APPROVED BY THE JURISDICTIONAL MUNICIPALITY

3. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES. INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORM WATER LINES, CABLE AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES.

4. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO MINIMUM DEPTH OF APPROXIMATELY 20% GREATER THAN THE RECOMMENDED PLANTING SOIL DEPTH – UNLESS OTHERWISE SPECIFIED BY JURISDICTIONAL CODE. CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ONSITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE PLANTING DETAIL THAT ADDRESSES POOR DRAINAGE OR CONTACT OWNER'S CONSTRUCTION MANAGER OR DESIGNEE FOR RESOLUTION.
CONTRACTOR IS TO ENSURE THAT ALL COMPACTED SOIL, ROAD ROCK, & EXCESS DEBRIS SHALL BE REMOVED & A 24" LAYER OF NON-LIMEROCK PLANTING SOIL FAVORABLE TO SI-RUB GROWTH & SUSTAINABILITY EXISTS OVER ALL PLANTING AREAS. TREE PITS SHALL BE EXCAVATED & BACKFILLED WITH PLANTING SOIL TO A MINIMUM DEPTH OF 30".
5. RECOMMENDED PLANTING SOIL DEPTH IS GENERALLY AS FOLLOWS:
ALL TREES AND TALL SHRUBS (INDICATED AS 'SHRUBS' & 'SHRUBS AREAS' ON THE PLANT SCHEDULE) SHALL BE PLANTED WITH A MINIMUM OF 12" TOPSOIL AROUND AND BENEATH THE ROOTBALL; MINIMUM TOPSOIL SHALL BE 6" FOR LOW SHRUBS/GROUNDCOVER AREAS AND 2" FOR SODDED GRASS AREAS.
THE MINIMUM TOPSOIL DEPTHS ARE IN ADDITION TO A MINIMUM NON-LIMEROCK SOIL DEPTH OF 12"-30", CONSISTING OF EXISTING UNDISTURBED OR NATIVE SOIL THAT WAS STORED/STOCKPILED ON SITE AND REUSED, OR CLEAN IMPORTED PLANTING SOIL WITH A RANGE OF ORGANIC MATTER BETWEEN 3-5% CONTAINING NO STONES GREATER THAN AN INCH AND A HALF IN DIAMETER IN ANY DIRECTION. TOPSOIL DEPTHS PLUS PLANTING SOIL/EXISTING NATIVE SOIL MINIMUM DEPTHS ARE IN ADDITION TO ANY LIMESTONE/LIMEROCK SUBGRADE, & IN ADDITION TO EXCAVATION WIDTHS REQUIRED FOR TREE PITS AS SHOWN ON THE PLANTING DETAILS.
IT IS THE CONTRACTORS RESPONSIBILITY TO VISIT THE SITE & TAKE REASONABLE MEASURES AS PART OF DUE DILIGENCE TO DETERMINE THE EXTENT OF EXCAVATION REQUIRED & TO DETERMINE THE AMOUNT OF PLANTING SOIL NECESSARY TO ENSURE LONG-TERM SUSTAINABILITY & SURVIVAL OF THE PLANT MATERIALS IN ACCORDANCE WITH THIS CONTRACT.
6. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS HEREIN SPECIFIED AND REQUIRED. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.
7. GENERAL: COMPLY WITH FEDERAL, STATE, COUNTY AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. PLANTS SHALL BE PROTECTED UPON ARRIVAL AT THE SITE BY BEING THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS SHALL NOT REMAIN UNPROTECTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.
8. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE THE PLANTING WITH THE IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION ITEMS AND PLANTS.

9. ALL PLANTING HOLES SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD TO NURSERY STOCK 280.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED PLANTING SOIL AS SPECIFIED HEREIN BEFORE (SEE MATERIALS, SECTION D). TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE PLANTING DETAIL THAT ADDRESSES THIS CONDITION. POOR DRAINAGE CONDITIONS TYPICALLY HAVE A PERCOLATION RATE OF 4" OR LESS PER HOUR, AS DETERMINED BY THE GEOTECHNICAL ENGINEER. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURE AND UNDER THE SUPERVISION OF A QUALIFIED PLANTING FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL RECOMMENDED.

10. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS, CURBS, PAVING, AND OTHER HARDSCAPE MATERIALS WHILE INSTALLING TREES.

11. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION D (MATERIALS) OF THESE SPECIFICATIONS. IN ADDITION, EACH PLANTING HOLE SHALL RECEIVE 21-GRAM "AGRIFORM" PLANTING TABLETS PER MANUFACTURER'S SPECIFICATIONS OR AS FOLLOWS:
- TWO (2) TABLETS PER 1 GAL. PLANT
- THREE (3) TABLETS PER 3 GAL. PLANT
- FOUR (4) TABLETS PER 10 GAL. PLANT
LARGER MATERIAL
-TWO (2) TABLETS PER HALF INCH (1/2") OF TRUNK CALIPER

12. TREES AND SHRUBS SHALL BE SET STRAIGHT AND AT SUCH A LEVEL THAT AFTER SETTLEMENT, THE TOP OF THE ROOT SYSTEM (FOR SHRUBS AND GROUNDCOVER) OR TRUNK FLARE (TREES AND PALMS) WILL STAND ONE (1) TO TWO (2) INCHES ABOVE FINAL GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PLANTING HOLE. PLANTING SOIL MIXTURE SHALL BE BACKFILLED AND THOROUGHLY TAMPED AROUND THE BALL AND SHALL BE SETTLED BY WATER AFTER TAMPING.

13. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, TURNING SOIL IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET OR OTHER TAMPING DEVICE. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE. ONLY WITH MULCH. ALL BURLAP, ROPE. WIRES, ETC., SHALL BE PULLED FROM UNDERNEATH.

14. PRUNING: FOR DAMAGED OR BROKEN LIMBS, EACH TREE SHALL BE PRUNED TO PRESERVE THE NATURAL CHARACTER OF THE SPECIES. ALL SUCKER GROWTH SHALL BE COMPLETELY REMOVED PRIOR TO DIGGING.

15. SHRUBS AND GROUNDCOVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED IN THE PLANT LIST. CULTIVATE ALL MASS PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE OF ALL DEBRIS, TILL 4" OF PLANTING SOIL MIX INTO THE NEWLY TILLED PLANTING BED FOR GENERAL NUTRIENT DISBURSEMENT. MASS PLANTING BED IS NOW READY TO RECEIVE HOLES FOR NEW PLANTS. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.

16. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE LANDSCAPE CONTRACTOR IN ACCORDANCE WITH THE PLANS, TO ENSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. TREES SHALL USE ARBORTIE AS PER DETAIL SHEET. PALMS SHALL USE WOOD BRACING PER DETAIL SHEET.

17. MULCHING: PROVIDE A THREE INCH (3") MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUNDCOVER AND VINE BED AND TREE PIT (FOR TREES AND PALMS, MIN. THREE INCH (3") FROM EDGE OF TRUNKS). – UNLESS OTHERWISE REQUIRED BY LOCAL CODES AND SPECIFIED AS SUCH.

18. SYSTEMIC HERBICIDE WEED CONTROL: ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK AS DIRECTED BY THE OWNER OR THEIR DESIGNEE, A SYSTEMIC HERBICIDE SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. AFTER MULCH HAS BEEN APPLIED TO PLANTING BEDS AND TREE RINGS, TREAT ALL MULCHED AREAS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER.

O. LAWN SODDING

STENOTAPHRUM SECUNDATUM, V. 'FLORITAM' UNLESS OTHERWISE NOTED. (ST. AUGUSTINE SOLID SOD).
1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING:
COMPLETE IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A GRASS LAWN ACCEPTABLE TO THE OWNER AND GOVERNING AGENCIES.

2. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND OTHER DEBRIS, AND THE SOIL BROUGHT TO AN EVEN PREPARED GRADE TO ALLOW FOR SOIL PREPARATION BELOW.

3. SOIL PREPARATION: PREPARE LOOSE BED FOUR INCHES (4") DEEP. APPLY FERTILIZER AT A RATE OF TWENTY (20) POUNDS PER ONE THOUSAND (1000) SQUARE FEET. APPLICATION SHALL BE UNIFORM, UTILIZING COMMERCIAL BROADCAST SPREADERS. MIX FERTILIZER THOROUGHLY WITH THE SOIL TO A DEPTH OF THREE INCHES (3"). HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY TO PREPARE FOR SOD INSTALLATION.

4. SODDING: THE CONTRACTOR SHALL SOD ALL THE PERVIOUS AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS TO CREATE A UNIFORM, NEW TURF BLANKET FOR THE SITE. ALL PERVIOUS AREAS TO REMAIN THAT ARE DISTURBED BY CONSTRUCTION & NOT SHOWN TO HAVE SHRUBS OR GROUNDCOVER ON THE LANDSCAPE PLAN SHALL BE SODDED BY CONTRACTOR. ALL SOD OFF-SITE OR IN THE RIGHT-OF-WAY (DEDICATED OR OTHERWISE) SHALL BE BAHIA 'ARGENTINE' SOLID SOD UNLESS OTHERWISE NOTED.

A) THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETY TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS, AND DISEASE OF ANY KIND. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER TO MAKE A SOLID, SODDED LAWN AREA.

B) SOD SHALL BE LAID IN ROWS WITH EVERY OTHER BOW STAGGERED HALFWAY BETWEEN THE NEXT TO INSURE NO CONTINUOUS STACKED JOINTS. SEW JOINTS OF SOD TO INSURE A TIGHT FIT AT JOINTS. WITH GAPS NO GREATER THAN 1" BETWEEN SOD PANELS.

C) SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A FOUR INCH (4") MULCH STRIP SHALL BE PROVIDED. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED TO THOROUGHLY MOISTEN THE SOIL BENEATH. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND AS APPROVED BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN.

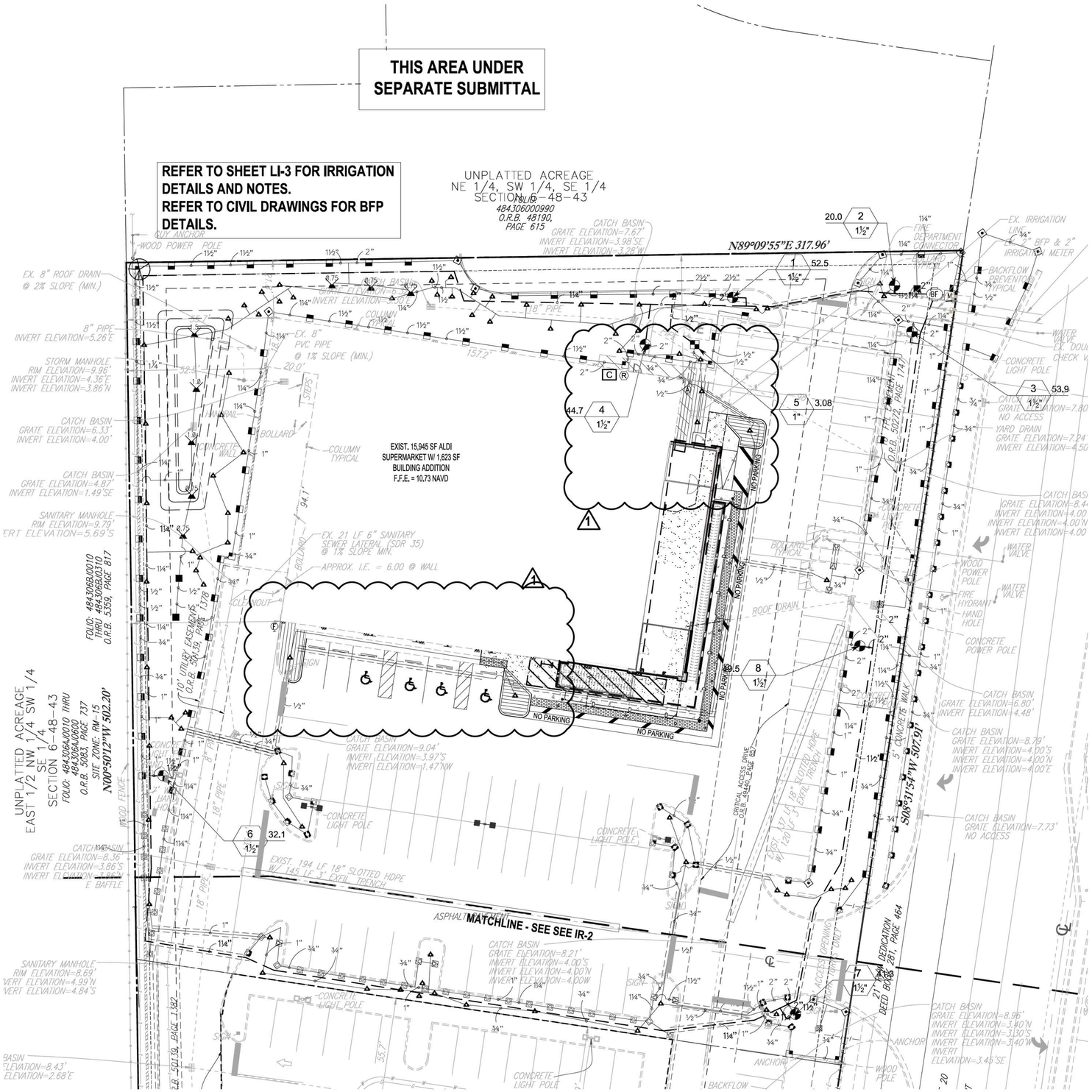
5. DURING DELIVERY, PRIOR TO ADD DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE INSTALLED DURING THE DAY OF ITS ARRIVAL.

6. LAWN MAINTENANCE:

A) WITHIN THE SITE, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR

THIS AREA UNDER SEPARATE SUBMITTAL

REFER TO SHEET LI-3 FOR IRRIGATION DETAILS AND NOTES.
REFER TO CIVIL DRAWINGS FOR BFP DETAILS.



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
Q T H P	Rain Bird 1806-PRS 8 Series MPR Turf Spray 6" popup with pressure regulator.	32	30
SST	Rain Bird 1806-PRS 15 Strip Series Turf Spray 6" popup with pressure regulator.	8	30
Q T H P	Rain Bird 1806-PRS 10 Series MPR Turf Spray 6" popup with pressure regulator.	29	30
Q T H TT TQ F	Rain Bird 1806-PRS 15 Series MPR Turf Spray 6" popup with pressure regulator.	94	30
4 6 8 10 12 15 18	Rain Bird 1806-PRS ADJ Turf Spray 6" popup with pressure regulator.	27	30
1401 1402 1404 1406	Rain Bird 1804-1400 Flood Flood Bubbler 4" popup	80	40

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	GPM	RADIUS
0.75	Rain Bird 3500-S Shrub Rotor,adjustable and full circle	5	25	0,54	15'
1.0	Rain Bird 3500-S Shrub Rotor,adjustable and full circle	2	25	0,77	20'
1.5	Rain Bird 3500-S Shrub Rotor,adjustable and full circle	1	25	1,06	23'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird XCZ-100-PRF-BF Drip Control Kit, 1" (25mm) DV valve, 1" (25mm) pressure regulating back flush filter.	1
	Rain Bird MDCFCAP Dripline Flush Valve cap in compression fitting coupler.	1
	Rain Bird AR Valve Kit 1" Air Relief Valve kit with 6" drip valve box.	1
	Area to Receive Dripline Netafim TLCV6-18(18) Landscape Dripperline with 0,6gph emitters at 18"o.c. (2,2 lph @ 0.45 m) with check valve, pressure compensation, 14,7psi min. to 50psi max. (1 to 3.5 bar). Dripperline laterals spaced at 18" (0.46 m) apart, with emitters offset for triangular pattern.	656,2 s.f.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PEB Electric Remote Control Valve	7
BF	Febco 825Y 1" Reduced Pressure Backflow Preventer	1
R	Rain Bird RSD-BEx Rain Sensor, with bracket, extension wire	1
	Irrigation Lateral Line: Polyethylene and PVC Class 160 Polyethylene SDR-7 up to 1-1/4, then PVC Class 160 SDR 26 for 1-1/2" and larger, Only lateral transition pipe sizes 3/4" and above are indicated on the plan, with all others being 1/2" in size.	4,496 Lf.
	Irrigation Mainline: Polyethylene and PVC Class 200	1,168 Lf.
	Pipe Sleeve: PVC Schedule 80 Typical pipe sleeve for irrigation pipe. Pipe sleeve size shall allow for irrigation piping and their related couplings to easily slide through sleeving material. Extend sleeves 18 inches beyond edges of paving or construction.	706,9 Lf.

Valve Callout
Valve Number
Valve Flow
Valve Size

CRITICAL ANALYSIS

Generated:	2020-04-10 10:49
P.O.C. NUMBER: 01	
Water Source Information:	
FLOW AVAILABLE	
Water Meter Size:	2"
Flow Available:	59,43 gpm
PRESSURE AVAILABLE	
Static Pressure at POC:	70,00 psi
Elevation Change:	0,00 ft
Service Line Size:	2"
Length of Service Line:	1,00 ft
Pressure Available:	70,00 psi
DESIGN ANALYSIS	
Maximum Station Flow:	53,87 gpm
Flow Available at POC:	59,43 gpm
Residual Flow Available:	5,56 gpm
Critical Station:	2
Design Pressure:	40,00 psi
Friction Loss:	7,44 psi
Fittings Loss:	0,74 psi
Elevation Loss:	0,00 psi
Loss through Valve:	3,90 psi
Pressure Req. at Critical Station:	52,08 psi
Loss for Fittings:	0,01 psi
Loss for Main Line:	0,10 psi
Loss for POC to Valve Elevation:	0,00 psi
Loss for Backflow:	11,80 psi
Loss for Water Meter:	0,40 psi
Critical Station Pressure at POC:	64,39 psi
Pressure Available:	70,00 psi
Residual Pressure Available:	5,61 psi

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	HEADS	PIPE	WIRE	DESIGN PSI	FRICTION LOSS	PSI	PSI @ POC	PRECIP
1	Rain Bird PEB	1-1/2"	Turf Spray	52,54	32	493,1	79,4	30	5,86	39,64	64,79	0,23 in/h
2	Rain Bird PEB	1-1/2"	Bubbler	20,00	80	1,556	131,1	40	8,18	52,08	64,39	7,66 in/h
3	Rain Bird PEB	1-1/2"	Turf Spray	53,87	31	457,2	170,5	30	4,91	38,79	53,60	1,11 in/h
4	Rain Bird PEB	1-1/2"	Turf Spray	44,72	25	354,4	34,7	30	5,93	39,48	54,69	0,80 in/h
5	Rain Bird XCZ-100-PRF-BF	1"	Area for Dripline	3,08		322,7	62,8	40	3,05	43,05	56,01	0,45 in/h
6	Rain Bird PEB	1-1/2"	Turf Spray	32,06	29	364,7	430,7	30	5,65	39,23	59,33	1,07 in/h
7	Rain Bird PEB	1-1/2"	Turf Spray	41,32	42	481,7	433,7	30	5,71	39,22	58,81	1,34 in/h
8	Rain Bird PEB	1-1/2"	Turf Spray	49,49	39	465,7	285,0	30	5,54	39,14	55,59	0,92 in/h
	Common Wire						1,168					

WATERING SCHEDULE

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
1	Rain Bird PEB	Turf Spray	0,23 in/h	1	258	13,556	
2	Rain Bird PEB	Bubbler	7,66 in/h	1	8	160	
3	Rain Bird PEB	Turf Spray	1,11 in/h	1	55	2,963	
4	Rain Bird PEB	Turf Spray	0,80 in/h	1	76	3,399	
5	Rain Bird XCZ-100-PRF-BF	Area for Dripline	0,45 in/h				
6	Rain Bird PEB	Turf Spray	1,07 in/h	1	56	1,795	
7	Rain Bird PEB	Turf Spray	1,34 in/h	1	45	1,860	
8	Rain Bird PEB	Turf Spray	0,92 in/h	1	66	3,266	
		TOTALS:			564	26,999	

INSTALLER IS REQUIRED TO CONDUCT FINAL TESTING AND ADJUSTMENT TO ACHIEVE DESIGN SPECIFICATIONS PRIOR TO COMPLETION OF THE SYSTEM AND ACCEPTANCE BY THE OWNER OR OWNER'S REPRESENTATIVE.

CONTROL SYSTEM SHALL PROVIDE THE ABILITY TO BE PROGRAMMED IN MINUTES, BY DAY OF WEEK, SEASON AND TIME OF DAY; AND HAVE THE ABILITY TO MAINTAIN TIME DURING POWER OUTAGES FOR A MINUMUM OF THREE (3) DAYS.

Call two full business days (but not more than five) before digging to find out where buried facilities (electric, gas, telephone, cable, water) are located.

811 Know what's below. Call before you dig.

20 10 5 0 20
1"= 20'

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6300 NW 31ST AVENUE FT. LAUDERDALE, FL 33309 P: 954-202-7000
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REVISIONS:

REV:	DATE:	COMMENT:	BY:
1	06/05/2020	SITE PLAN MODIFICATION	JAL

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PROJECT No.: F190083
DRAWN BY: CAD
CHECKED BY: ROT
DATE: 09-05-19
CAD I.D.: F190083-ORIGINAL IRRIGATION

PROJECT:

ALDI AT FEDERAL MARKETPLACE - BUILDING EXPANSION

FOR

ALDI FLORIDA LLC

THOMAS ENGINEERING GROUP
6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
FX: (954) 202-7070
www.ThomasEngineeringGroup.com

MICHAEL D. GROSSWIRTH LA 6666871
REGISTERED LANDSCAPE ARCHITECT
PROFESSIONAL LANDSCAPE ARCHITECT
★ September 10, 2020 ★
FLORIDA LICENSE No. 6666871
FLORIDA BUSINESS CERTIFICATE OF AUTH. No. 27528
September 10, 2020
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

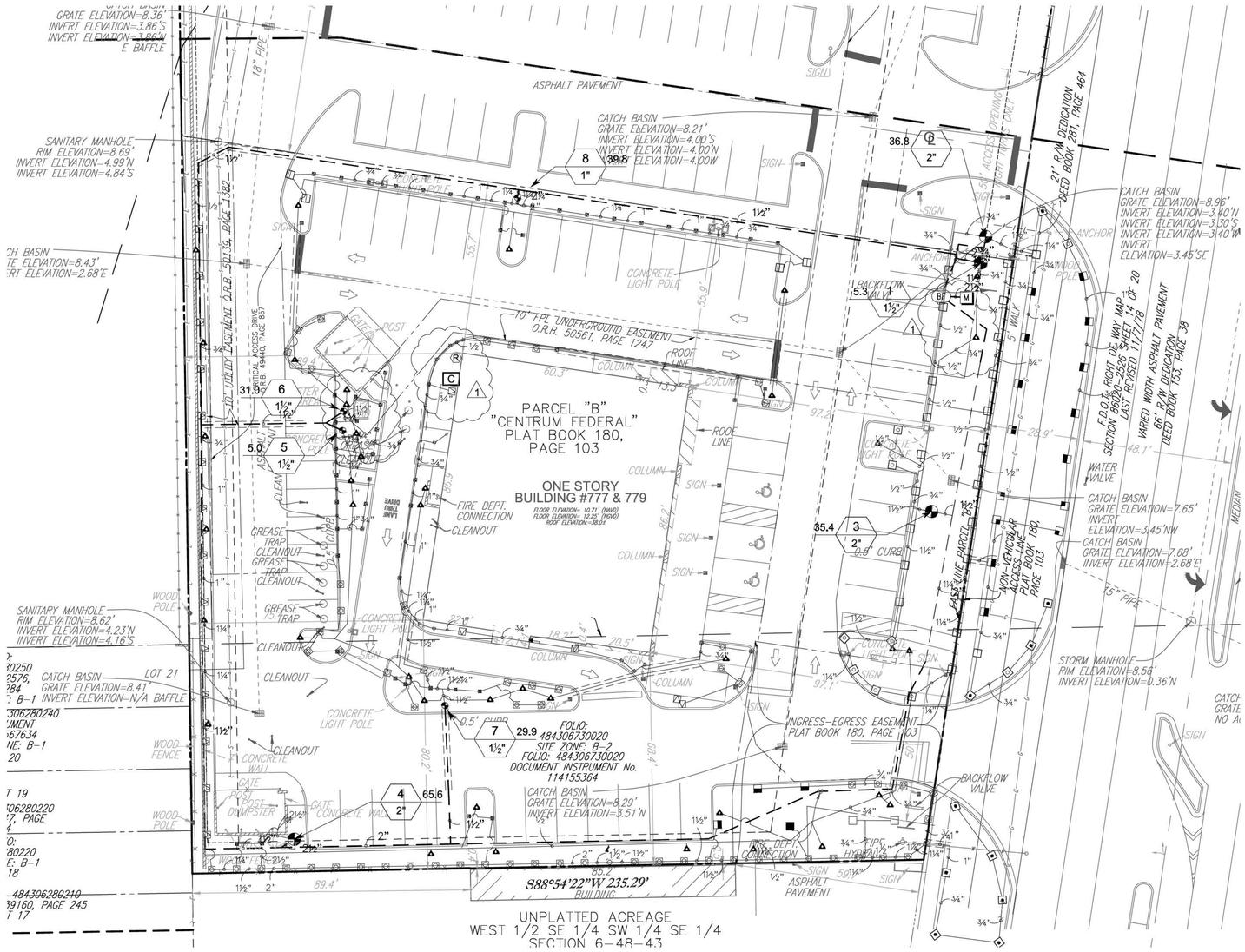
IRRIGATION PLAN NORTH PARCEL

SHEET NUMBER:

LI-1

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MICHAEL D. GROSSWIRTH, LA6666871 ON 2020-06-09

Printed on Thursday, September 10, 2020, 2:12 PM by Michael Grosswirth
G:\ALL\2019\F190083-*-*42'S, ESSIAL--HIGHWAY, DEERFIELD BEACH\DWG\SITE PLANS\2020-08-14 BSD\NW RA #2 REVS\LANDSCAPE\F190083--ORIGINAL IRRIGATION PLAN - NORTH------XJ-XYO.IT: LI-1



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811 Know what's below. Call before you dig.

N
W E
S

20 10 5 0 20
1"= 20'

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
EST LCS RCS CST SST	Rain Bird 1806-PRS 15 Strip Series Turf Spray 6" popup with pressure regulator.	21	30
Q T H F	Rain Bird 1806-PRS 5 Series MPR Turf Spray 6" popup with pressure regulator.	14	30
Q T H F	Rain Bird 1806-PRS 8 Series MPR Turf Spray 6" popup with pressure regulator.	74	30
SST	Rain Bird 1806-PRS 15 Strip Series Turf Spray 6" popup with pressure regulator.	40	30
Q T H TT TQ F	Rain Bird 1806-PRS 12 Series MPR Turf Spray 6" popup with pressure regulator.	30	30
Q T H TT TQ F	Rain Bird 1806-PRS 15 Series MPR Turf Spray 6" popup with pressure regulator.	19	30
4 6 8 10 12 15 18	Rain Bird 1806-PRS ADJ Turf Spray 6" popup with pressure regulator.	20	30
1401 1402 1404 1408	Rain Bird 1804-1400 Flood Flood Bubbler 4" popup	41	40

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PEB Electric Remote Control Valve	8
BF	Febco 825Y 1" Reduced Pressure Backflow Preventer	1
C	Rain Bird ESP4M with (3) ESP-SM3 (2) 13 Station, Hybrid Modular Outdoor Controller. For Residential or Light Commercial Applications.	1
R	Rain Bird RSD-BEx Rain Sensor, with bracket, extension wire	1
	Irrigation Lateral Line: Polyethylene and PVC Class 160 Polyethylene SDR-7 up to 1-1/4, then PVC Class 160 SDR 26 for 1-1/2" and larger. Only lateral transition pipe sizes 3/4" and above are indicated on the plan, with all others being 1/2" in size.	3,764 l.f.
	Irrigation Mainline: Polyethylene and PVC Class 200	1,020 l.f.
	Pipe Sleeve: PVC Schedule 80 Typical pipe sleeve for irrigation pipe. Pipe sleeve size shall allow for irrigation piping and their related couplings to easily slide through sleeving material. Extend sleeves 18 inches beyond edges of paving or construction.	350,2 l.f.

Valve Callout
Valve Number
Valve Flow
Valve Size

CRITICAL ANALYSIS

Generated:	2020-04-10 10:00
P.O.C. NUMBER: 02	
Water Source Information:	
FLOW AVAILABLE	
Water Meter Size:	2"
Flow Available:	120.00 gpm
PRESSURE AVAILABLE	
Static Pressure at POC:	70.00 psi
Elevation Change:	0.00 ft
Service Line Size:	2 1/2"
Length of Service Line:	1.00 ft
Pressure Available:	70.00 psi
DESIGN ANALYSIS	
Maximum Station Flow:	65.58 gpm
Flow Available at POC:	120.00 gpm
Residual Flow Available:	54.42 gpm
Critical Station:	1
Design Pressure:	40.00 psi
Friction Loss:	7.99 psi
Fittings Loss:	0.80 psi
Elevation Loss:	0.00 psi
Loss through Valve:	3.90 psi
Pressure Req. at Critical Station:	52.69 psi
Loss for Fittings:	0.02 psi
Loss for Main Line:	0.20 psi
Loss for POC to Valve Elevation:	0.00 psi
Loss for Backflow:	11.81 psi
Loss for Water Meter:	0.40 psi
Critical Station Pressure at POC:	65.12 psi
Pressure Available:	70.00 psi
Residual Pressure Available:	4.88 psi

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	HEADS	PIPE	WIRE	DESIGN PSI	FRICTION LOSS	PSI	PSI @ POC	PRECIP
1	Rain Bird PEB	1-1/2"	Bubbler	5,25	21	723,8	425,6	40	8,79	52,69	65,12	7,66 in/h
2	Rain Bird PEB	2"	Turf Spray	36,80	26	362,3	431,3	30	4,63	39,43	52,55	0,98 in/h
3	Rain Bird PEB	2"	Turf Spray	35,41	26	335,1	516,2	30	6,15	40,95	54,19	0,98 in/h
4	Rain Bird PEB	2"	Turf Spray	65,58	67	767,3	250,1	30	5,68	40,29	62,23	1,18 in/h
5	Rain Bird PEB	1-1/2"	Bubbler	5,00	20	596,7	49,8	40	2,41	46,31	58,76	7,66 in/h
6	Rain Bird PEB	1-1/2"	Turf Spray	31,00	25	232,9	43,9	30	2,21	35,80	51,38	1,99 in/h
7	Rain Bird PEB	1-1/2"	Turf Spray	29,92	47	523,2	344,3	30	5,59	39,19	54,51	1,11 in/h
8	Rain Bird PEB	1"	Turf Spray	39,80	24	213,5	276,2	30	3,33	43,24	58,33	1,78 in/h
	Common Wire						1,020					

WATERING SCHEDULE

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
1	Rain Bird PEB	Bubbler	7,66 in/h	1	8	42	
2	Rain Bird PEB	Turf Spray	0,98 in/h	1	62	2,282	
3	Rain Bird PEB	Turf Spray	0,98 in/h	1	62	2,195	
4	Rain Bird PEB	Turf Spray	1,18 in/h	1	51	3,345	
5	Rain Bird PEB	Bubbler	7,66 in/h	1	8	40	
6	Rain Bird PEB	Turf Spray	1,99 in/h	1	31	961	
7	Rain Bird PEB	Turf Spray	1,11 in/h	1	54	1,616	
8	Rain Bird PEB	Turf Spray	1,78 in/h	1	34	1,353	
		TOTALS:			310	11,833	

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

☐ PLAN CONSISTANT WITH PLAT REQUIREMENTS

☐ PUBLIC RIGHT OF WAY APPROVAL FOR PAVING, GRADING AND DRAINAGE

BY:_____ DATE:_____

DOES NOT INCLUDE APPROVAL OF PAVEMENT MARKING & SIGNS

INSTALLER IS REQUIRED TO CONDUCT FINAL TESTING AND ADJUSTMENT TO ACHIEVE DESIGN SPECIFICATIONS PRIOR TO COMPLETION OF THE SYSTEM AND ACCEPTANCE BY THE OWNER OR OWNER'S REPRESENTATIVE.

CONTROL SYSTEM SHALL PROVIDE THE ABILITY TO BE PROGRAMMED IN MINUTES, BY DAY OF WEEK, SEASON AND TIME OF DAY; AND HAVE THE ABILITY TO MAINTAIN TIME DURING POWER OUTAGES FOR A MINUMUM OF THREE (3) DAYS.

REFER TO SHEET LI-3 FOR IRRIGATION DETAILS AND NOTES.
REFER TO CIVIL DRAWINGS FOR BFP DETAILS.

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31ST AVENUE, FT. LAUDERDALE, FL 33309, P: 954-202-7000
1502 W. FLETCHER AVE., SUITE 101, TAMPA, FL 33612, P: 813-379-4100
125 W INDIANTOWN RD., SUITE 206, JUPITER, FL 33458, P: 561-203-7503

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REVISIONS:

REV:	DATE:	COMMENT:	BY:
1	06/05/2020	SITE PLAN MODIFICATION	JAL

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PROJECT No.: F190083
DRAWN BY: CAD
CHECKED BY: ROT
DATE: 09-05-19
CAD I.D.: F190083-ORIGINAL IRRIGATION

PROJECT:

ALDI AT FEDERAL MARKETPLACE - BUILDING EXPANSION

FOR

ALDI FLORIDA LLC

THOMAS ENGINEERING GROUP
6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
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REGISTERED LANDSCAPE ARCHITECT
MICHAEL D. GROSSWIRTH
LA 6666871
PROFESSIONAL LANDSCAPE ARCHITECT
★ September 10, 2020 ★
FLORIDA LICENSE No. 6666871
FLORIDA BUSINESS CERTIFICATE OF AUTH. No. 27528
September 10, 2020
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

IRRIGATION PLAN SOUTH PARCEL

SHEET NUMBER:

LI-2

Printed on Thursday, September 10, 2020, 2:12 PM by Michael Grosswirth
G:\JOBS\2019\F190083-1 - 742 S. FEDERAL HIGHWAY, DEERFIELD BEACH\DWG\SITE PLANS\2020-09-14 BCSDM R4 #2 REVS\LANDSCAPE\F190083-ORIGINAL IRRIGATION PLAN - SOUTH------XLAYOUT: LI-2

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MICHAEL D. GROSSWIRTH, LA6666871 ON 2020-06-09

IRRIGATION NOTES

1. ALL LOCAL MUNICIPAL AND STATE LAWS, RULES AND REGULATIONS GOVERNING OR RELATING TO ANY PORTION OF THIS WORK ARE HEREBY INCORPORATED INTO AND MADE A PART OF THESE SPECIFICATIONS AND THEIR PROVISIONS SHALL BE CARRIED OUT BY THE CONTRACTOR.
2. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES AND SERVICES BEFORE COMMENCING WORK. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THESE PLANS ARE APPROXIMATE ONLY. ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE.
3. THE CONTRACTOR SHALL OBTAIN THE PERTINENT ENGINEERING OR ARCHITECTURAL PLANS BEFORE BEGINNING WORK.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS REQUIRED TO PERFORM THE WORK INDICATED HEREIN BEFORE BEGINNING WORK.
5. THIS DESIGN IS DIAGRAMMATIC. ALL EQUIPMENT SHOWN IN PAVED AREAS IS FOR DESIGN CLARITY ONLY AND IS TO BE INSTALLED WITHIN PLANTING AREAS.
6. THE CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY EQUIPMENT AS SHOWN ON THE PLANS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN CONDITIONS EXIST THAT WERE NOT EVIDENT AT THE TIME THESE PLANS WERE PREPARED. ANY SUCH CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO ANY WORK OR THE IRRIGATION CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY FIELD CHANGES DEEMED NECESSARY BY THE OWNER.
7. INSTALL ALL EQUIPMENT AS SHOWN IN THE DETAILS AND SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH LOCAL CITY, COUNTY AND STATE REQUIREMENTS FOR BOTH EQUIPMENT AND INSTALLATION.
8. ACTUAL LOCATION FOR THE INSTALLATION OF THE BACKFLOW PREVENTER AND THE AUTOMATIC CONTROLLER IS TO BE DETERMINED IN THE FIELD BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
9. CONTRACTOR IS TO PROVIDE AN ADDITIONAL PILOT WIRE FROM CONTROLLER ALONG ENTIRETY OF MAIN LINE TO THE LAST RCV ON EACH AND EVERY LEG OF MAIN LINE. LABEL SPARE WIRES AT BOTH ENDS.
10. ALL PIPE UNDER PAVED AREAS TO BE INSTALLED IN SLEEVING TWICE THE DIAMETER OF THE PIPE CARRIED, SEE LEGEND FOR TYPE. ALL WIRE UNDER PAVED AREAS TO BE INSTALLED IN A SCH. 40 SLEEVE THE SIZE REQUIRED TO EASILY PULL WIRE THROUGH. ALL SLEEVES TO BE INSTALLED WITH A MINIMUM DEPTH AS SHOWN ON THE SLEEVING DETAILS. SLEEVES TO EXTEND AT LEAST 12" PAST THE EDGE OF THE PAVING.
11. ALL QUICK COUPLER AND REMOTE CONTROL VALVES TO BE INSTALLED IN SHRUB OR GROUND COVER AREAS WHERE POSSIBLE. ALL QUICK COUPLER AND REMOTE CONTROL VALVES TO BE INSTALLED AS SHOWN ON THE INSTALLATION DETAILS. INSTALL ALL QUICK COUPLER AND REMOTE CONTROL VALVES WITHIN 18" OF HARDSCAPE.
12. ALL HEADS ARE TO BE INSTALLED WITH THE NOZZLE, SCREEN AND ARCS SHOWN ON THE PLANS. ALL HEADS ARE TO BE ADJUSTED TO PREVENT OVERSPRAY ONTO BUILDINGS, WALLS, FENCES AND HARDSCAPE. THIS INCLUDES, BUT NOT LIMITED TO, ADJUSTMENT OF DIFFUSER PIN OR ADJUSTMENT SCREW, REPLACEMENT OF PRESSURE COMPENSATING SCREENS, REPLACEMENT OF NOZZLES WITH MORE APPROPRIATE RADIUS UNITS AND THE REPLACEMENT OF NOZZLES WITH ADJUSTABLE ARC UNITS.
13. THE CONTRACTOR SHALL USE PROPER GROUNDING TECHNIQUES FOR GROUNDING THE CONTROLLER AND RELATED EQUIPMENT PER MANUFACTURERS SPECIFICATIONS. SWEENEY AND ASSOCIATES RECOMMENDS MEASURING FOR PROPER GROUND AT LEAST ONCE ANNUALLY, AND NECESSARY ADJUSTMENTS MADE TO COMPLY WITH MANUFACTURER SPECIFICATIONS.
14. CONTRACTOR TO RECERTIFY EXISTING PUMP AND PVB IF APPLICABLE.

NOTE A:
POINT OF CONNECTION SHALL BE 2" METER. VERIFY THE ACTUAL LOCATION, SIZE AND WATER PRESSURE IN THE FIELD PRIOR TO STARTING WORK. IF ANY OF THE POC INFORMATION SHOWN ON THESE DRAWING IS FOUND TO BE DIFFERENT THAN THE ACTUAL POC INFORMATION GATHERED IN THE FIELD, IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT AND IRRIGATION CONSULTANT. SHOULD THE CONTRACTOR FAIL TO VERIFY THE POC INFORMATION ANY CHANGES REQUIRED BY LOW PRESSURE OR VOLUME SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

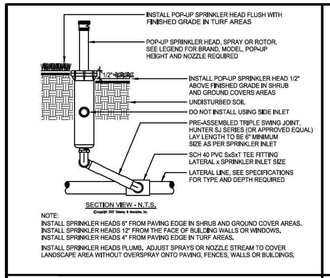
MINIMUM PRESSURE REQUIRED	38.78 PSI (NORTH); 35.80 PSI (SOUTH)
DESIGN WATER PRESSURE	70 PSI
MAXIMUM SYSTEM DEMAND	64.31 GPM (NORTH); 52.87 GPM (SOUTH)

NOTE B:
CONTROLLER IS PER SPECIFICATIONS. CONTRACTOR TO VERIFY FINAL LOCATION AND ZONE CAPACITY OF CONTROLLER AND ELECTRICAL POC SHALL BE CONFIRMED WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO STARTING WORK.

NOTE C:
MAINLINE AND RELATED EQUIPMENT SHOWN WITHIN PAVING FOR CLARITY ONLY. ACTUAL MAINLINE AND RELATED EQUIPMENT LOCATION TO BE WITHIN PLANTERS AND A MINIMUM OF 18" OFF ADJACENT HARDSCAPE AND OTHER OBSTACLES TYP.

NOTE D:
CONTRACTOR SHALL ADJUST ALL HEADS AS REQUIRED TO ACCOMMODATE ANY VERTICAL OBSTRUCTIONS THAT MAY OCCUR, INCLUDING BUT NOT LIMITED TO LIGHT POLES, FIRE HYDRANTS, ETC. VERIFY ALL HEAD LAYOUT WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO STARTING WORK.

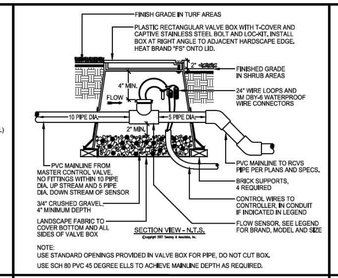
NOTE E:
BUBBLERS AND LATERAL LINES ARE SHOWN WITHIN PAVING FOR CLARITY ONLY, ACTUAL LOCATION TO BE WITHIN PLANTER. BUBBLERS SHALL BE ALIGNED WITH TREES AND AS DIRECTED BY OWNER'S AUTHORIZED REPRESENTATIVE. CONFIRM ALL LAYOUT IN FIELD WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO STARTING WORK.



NOTE:
INSTALL SPRINKLER HEADS 6" FROM PAVING EDGE IN SHRUB AND GROUND COVER AREAS. INSTALL SPRINKLER HEADS 12" FROM THE FACE OF BUILDING WALLS OR WINDOWS. INSTALL SPRINKLER HEADS 4" FROM PAVING EDGE IN TURF AREAS.

INSTALL SPRINKLER HEADS PLUMB. ADJUST SPRAYS OR NOZZLE STREAM TO COVER LANDSCAPE AREA WITHOUT OVERSPRAY ONTO PAVING, FENCES, WALLS OR BUILDINGS.

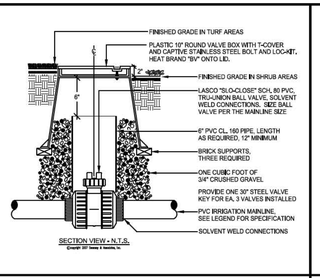
Ⓐ POP-UP SPRINKLER



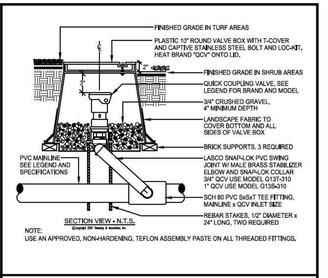
NOTE:
USE STANDARD OPENINGS PROVIDED IN VALVE BOX FOR PIPE, DO NOT CUT BOX.

USE SCH 80 PVC 45 DEGREE ELLS TO ACHIEVE MAINLINE DEPTH AS REQUIRED.

Ⓒ FLOW SENSOR

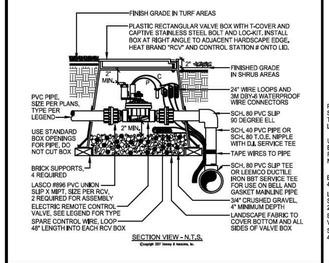


Ⓓ BALL VALVE

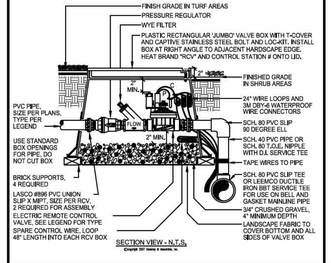


NOTE:
USE AN APPROVED, NON-HARDENING, TEFLON ASSEMBLY PASTE ON ALL THREADED FITTINGS.

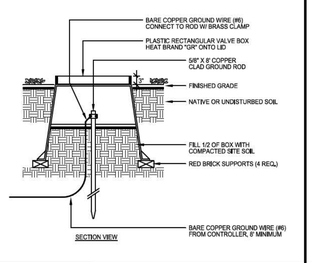
Ⓔ QUICK COUPLER VALVE



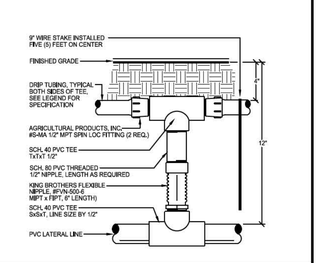
Ⓕ REMOTE CONTROL VALVE



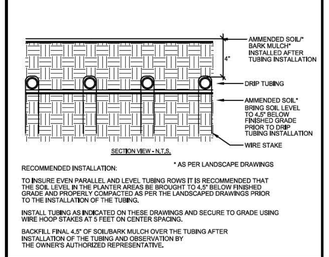
Ⓖ DRIP RCV ASSEMBLY



Ⓘ GROUND ROD INSTALLTION



Ⓙ DRIPLINE TUBING



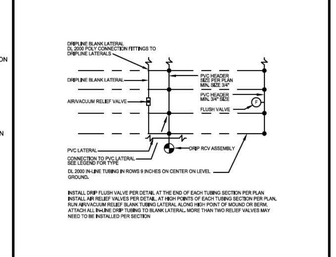
RECOMMENDED INSTALLATION:

TO INSURE EVEN PARALLEL AND LEVEL TUBING ROWS IT IS RECOMMENDED THAT THE SOIL LEVEL IN THE PLANTER AREAS BE BROUGHT TO 4.5" BELOW FINISHED GRADE AND PROPERLY COMPACTED AS PER THE LANDSCAPED DRAWINGS PRIOR TO THE INSTALLATION OF THE TUBING.

INSTALL TUBING AS INDICATED ON THESE DRAWINGS AND SECURE TO GRADE USING WIRE HOOP STAKES AT 5 FEET ON CENTER SPACING.

BACKFILL FINAL 4.5" OF SOIL/BARK MULCH OVER THE TUBING AFTER INSTALLATION OF THE TUBING AND OBSERVATION BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

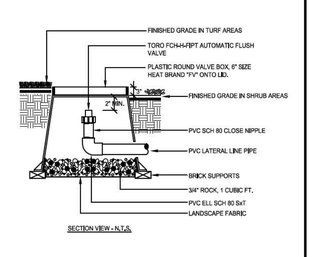
Ⓚ DRIPLINE CONNECTION(SECTION)



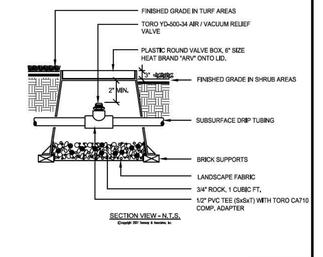
DL 2000 IN-LINE TUBING IN ROWS 9 INCHES ON CENTER ON LEVEL GROUND.

INSTALL DRIP FLUSH VALVE PER DETAIL AT THE END OF EACH TUBING SECTION PER PLAN. INSTALL AIR RELIEF VALVES PER DETAIL AT HIGH POINTS OF EACH TUBING SECTION PER PLAN. RUN AIR/VACUUM RELIEF BLANK TUBING LATERAL ALONG HIGH POINT OF MOUND OR BERM. ATTACH ALL the 2nd DRIP TUBING TO BLANK LATERAL, MORE THAN TWO RELIEF VALVES MAY NEED TO BE INSTALLED PER SECTION

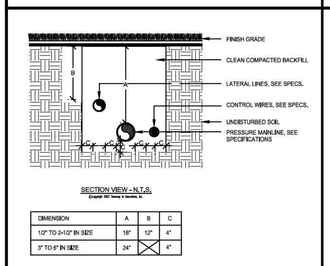
Ⓛ DRIPLINE CONNECTION(PLAN)



Ⓜ DRIP FLUSH VALVE

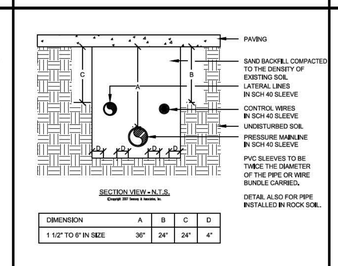


Ⓝ DRIP AIR RELIEF VALVE



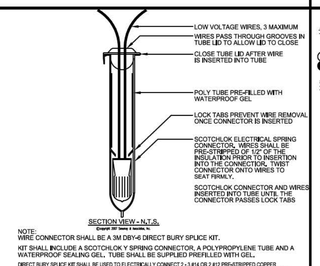
DIMENSION	A	B	C
1/2" TO 2-1/2" IN SIZE	18"	12"	4"
3" TO 4" IN SIZE	24"		4"

Ⓞ PIPE INSTALLATION



DIMENSION	A	B	C	D
1 1/2" TO 6" IN SIZE	36"	24"	24"	4"

Ⓟ SLEEVE INSTALLATION

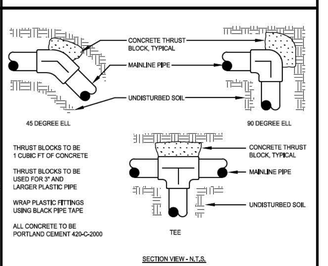


NOTE:
WIRE CONNECTOR SHALL BE A 3M DBY-6 DIRECT BURY SPLICE KIT.

KIT SHALL INCLUDE A SCOTCHLOK Y SPRING CONNECTOR, A POLYPROPYLENE TUBE AND A WATERPROOF SEALING GEL. TUBE SHALL BE SUPPLIED PREFILLED WITH GEL.

DIRECT BURY SPLICE KIT SHALL BE USED TO ELECTRICALLY CONNECT 2-14 OR 2-12 PRE-STRIPPED COPPER WIRES, LARGER WIRES OR GREATER QUANTITIES OF WIRES SHALL REQUIRE A LARGER APPROVED WIRE CONNECTION.

Ⓠ WIRE CONNECTION



Ⓡ THRUST BLOCKING

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31ST AVENUE, FT. LAUDERDALE, FL 33309, P: 954-202-7000
125 W INDIANTOWN RD. SUITE 206, JUPITER, FL 33458, P: 561-203-7903
1502 W. FLETCHER AVE. SUITE 101, TAMPA, FL 33612, P: 813-379-4100

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REVISIONS:

REV:	DATE:	COMMENT:	BY:
1	06/05/2020	SITE PLAN MODIFICATION	JAL

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PROJECT No.:	F190083
DRAWN BY:	CAD
CHECKED BY:	ROT
DATE:	09-05-19
CAD I.D.:	F190083-ORIGINAL IRRIGATION DETAILS

PROJECT:

ALDI AT FEDERAL MARKETPLACE - BUILDING EXPANSION

FOR

ALDI FLORIDA LLC

THOMAS ENGINEERING GROUP
6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
FX: (954) 202-7070
www.ThomasEngineeringGroup.com

MICHAEL D. GROSSWIRTH, LA 6666871, REGISTERED LANDSCAPE ARCHITECT, STATE OF FLORIDA
PROFESSIONAL LANDSCAPE ARCHITECT
★ September 10, 2020 ★
FLORIDA LICENSE No. 6666871
FLORIDA BUSINESS CERTIFICATE OF AUTH. No. 27528
September 10, 2020
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

IRRIGATION DETAILS & NOTES

SHEET NUMBER:

LI-3

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MICHAEL D. GROSSWIRTH, LA6666871 ON 2020-06-09

Printed on Thursday, September 10, 2020, 2:12 PM by Michael Grosswirth
G:\ALDI\2019\F190083-142 S. FEDERAL HIGHWAY, DEERFIELD BEACH\WORK\SITE PLANS\2020-08-14 BCSWM RAI #2 REVS\LANDSCAPE\F190083-ORIGINAL IRRIGATION DETAILS-----XLAYOUT: LI-3

FLOOR FINISH SCHEDULE

00	EXISTING CONCRETE SLAB - GROUND AND POLISHED
00A	NEW CONCRETE SLAB - GROUND AND POLISHED - TO MATCH EXISTING - SEE SPECIFICATIONS
01	EXISTING THIN SET CERAMIC TILE OVER CONCRETE SLAB
02	EXISTING CONCRETE SLAB - SMOOTH FINISH
03	EXISTING CONCRETE SLAB (FREEZER)- MEDIUM BROOM FINISH
04	EXISTING CONCRETE SLAB (COOLER) - SMOOTH FINISH

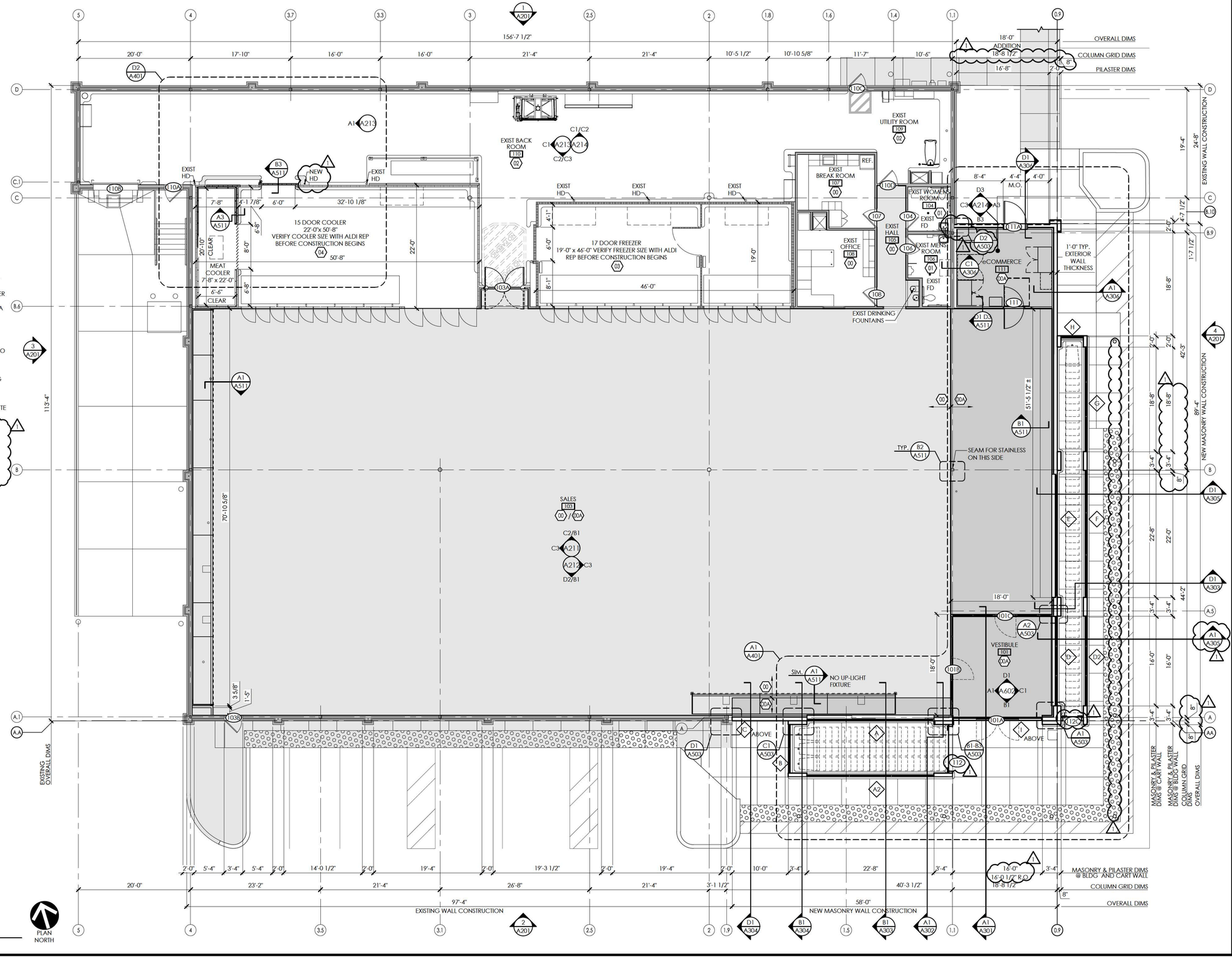
NOTES:
1. REFER TO DRAWING A-603 FOR COLOR/ FINISH/ MATERIAL SCHEDULES.
2. ALL PARTITION DIMENSIONS ARE TO FACE OF STUD UNLESS NOTED OTHERWISE (IE. CLEAR)
3. PROVIDE BLOCKING AS NEEDED FOR ALL WALL MOUNTED ITEMS.
4. STEEL ANGLE IS REQ'D AT MERCH. FIXTURES COORD LOCATIONS AND COLOR w/ ALDI REP.
5. REFER TO DRAWING A-603 FOR INTERIOR METAL STUD INFORMATION

(X) INDICATES COLUMN DESIGNATION

FIRE DEPT. NOTES:
1. PROVIDE FIRE KEY (KNOX) BOX. COORDINATE EXACT LOCATION w/ LOCAL FIRE MARSHALL.
2. PROVIDE ADDRESS AS REQUIRED BY LOCAL FIRE MARSHALL.

SLAB NOTES:
1. FINISHED FLOOR = 0'-0" (10.75) UNLESS NOTED OTHERWISE.REFER TO SHEET S-102 FOR TOP OF SLAB ELEVATIONS.
2. SOIL POISONING FOR TERMITE CONTROL: REFER TO SPECIFICATION SECTION 313116 - TERMITE CONTROL. TERMITE PROTECTION STATEMENT: A SIGNED CONTRACT ASSURING THE INSTALLATION MAINTENANCE AND MONITORING OF THE BAITING SYSTEM FOR A MINIMUM OF 5 YEARS FROM THE ISSUE OF CERTIFICATE OF OCCUPANCY SHALL BE PROVIDED TO THE BUILDING OFFICIAL PRIOR TO THE POURING OF THE SLAB AND THE SYSTEM MUST BE INSTALLED PRIOR TO THE FINAL BUILDING APPROVAL. IF THE BAITING SYSTEM DIRECTIONS FOR USE REQUIRE A MONITORING PHASE PRIOR TO INSTALLATION OF THE PESTICIDE ACTIVE INGREDIENT THE INSTALLATION OF THE MONITORING PHASE COMPONENT SHALL BE DEEMED TO CONSTITUTE INSTALLATION OF THE SYSTEM.

LEGEND:
- EXISTING POLISHED CONCRETE AND EXISTING SIDEWALK
- NEW POLISHED CONCRETE



1 Floor Plan
SCALE: 1/8" = 1'-0"

PLOTTED: 9/11/2020 12:10 PM

Issued:		Date:
A	Issued for Permit	02/07/20
B		
C		
D		
E		

Revisions:		Date:
1	Misc. Revisions	03/27/20
2		
3		
4		
5		
6		
7		
8		
9		

Seal Seal

PROJECT ARCHITECT/ENGINEER DATE

PROJECT LEAD DATE

PROJECT DESIGNER DATE

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Victor, NY 14564
585.742.2222
www.apd.com

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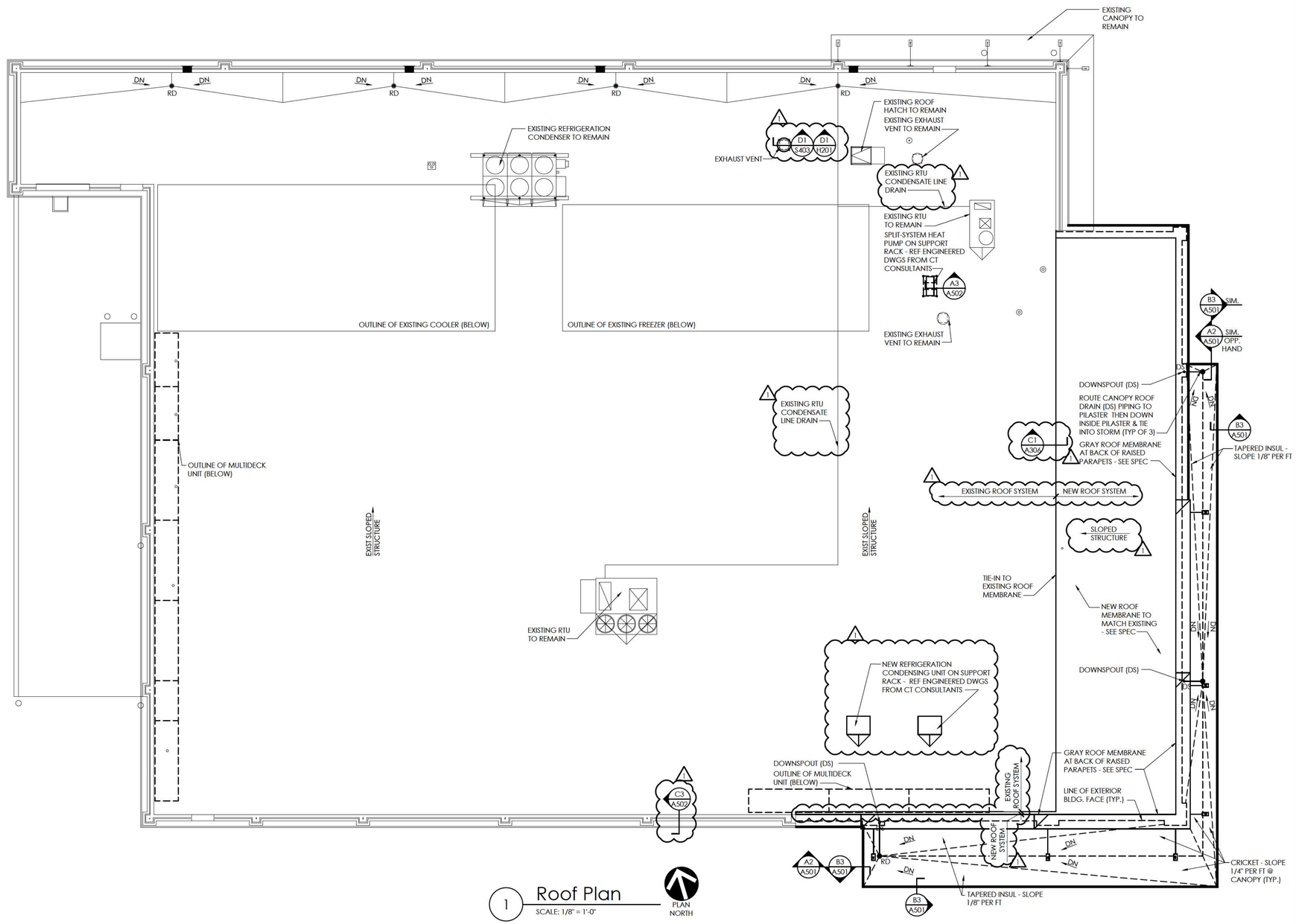
Deerfield Beach
747 S. Federal Hwy
Deerfield Beach, FL 33441
Broward County
Project Name & Location:

Floor Plan
Drawing Name:

Date: 02/07/20	Project No. 18-0348A
Type: RHSD-V4	
Drawn By: HAR	A-101
Scale: As Noted	Drawing No.

NOTE:

1. ROOFTOP EQUIPMENT REFER TO EXTERIOR FACE OF MASONRY @ FINISHED FLOOR.
2. GC SHALL PROVIDE ALL NECESSARY BLOCKING NAILERS MISC. LUMBER STEEL ANGLES STEEL CHANNELS AND FASTENERS FOR CODE COMPLIANT ROOF TOP EQUIPMENT & CURB INSTALLATIONS TO ENSURE THEY ARE PLUMB LEVEL AND SECURED AS RECOMMENDED BY THE MANUFACTURER. ALL CURBS SECURED DIRECTLY TO ROOF STRUCTURE SHALL BE SLOPED TO MATCH ROOF SLOPE AND ATTACHED PER DETAIL ON SHEET S-407.
3. ROOF SYSTEM PERFORMANCE REQUIREMENTS
   - A. ACCELERATED WEATHERING: ROOFING SYSTEM SHALL WITHSTAND 2000 HOURS OF EXPOSURE WHEN TESTED ACCORDING TO ASTM G 152 ASTM G 154 OR ASTM G 155.
   - B. IMPACT RESISTANCE: ROOFING SYSTEM SHALL RESIST IMPACT DAMAGE WHEN TESTED ACCORDING TO ASTM D 3746 OR ASTM D 4272.
   - C. ROOFING SYSTEM DESIGN: TESTED BY A QUALIFIED TESTING AGENCY TO RESIST THE FOLLOWING UPLIFT PRESSURES:
     - 1.1. CORNER UPLIFT PRESSURE: REFER TO STRUCT DWGS.
     - 1.2. PERIMETER UPLIFT PRESSURE: REFER TO STRUCT DWGS.
     - 1.3. FIELD-OF-ROOF UPLIFT PRESSURE:REFER TO STRUCT DWGS.
4. CONDENSING UNITS ON ROOF SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS AND THE WIND RESISTANCE REQUIREMENTS OF THE FLORIDA BUILDING CODE SECTION 1620.



1 Roof Plan
SCALE: 1/8" = 1'-0"

PLAN NORTH

ROOF AREA (FLAT ROOF AREA ONLY - PARAPETS EXCLUDED)	
	SQUARE FEET
EXISTING ROOF AREA	15 391
NEW ROOF AREA	1 575
CANOPY ROOF AREA	878
TOTAL ROOF AREA	17 844

Issued:		Date:
A	Issued for Permit	02/07/20
B		
C		
D		
E		

Revisions:		Date:
1	Misc. Revisions	03/27/20
2		
3		
4		
5		
6		
7		
8		
9		

Seal

Seal

PROJECT ARCHITECT/ENGINEER DATE

PROJECT LEAD DATE

PROJECT DESIGNER DATE

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Broward County
Project Name & Location:

Roof Plan

Drawing Name:

Date: 02/07/20

Type: RHSD-V4

Drawn By: HAR

Scale: As Noted

Project No. 18-0348A

A-121 Drawing No.

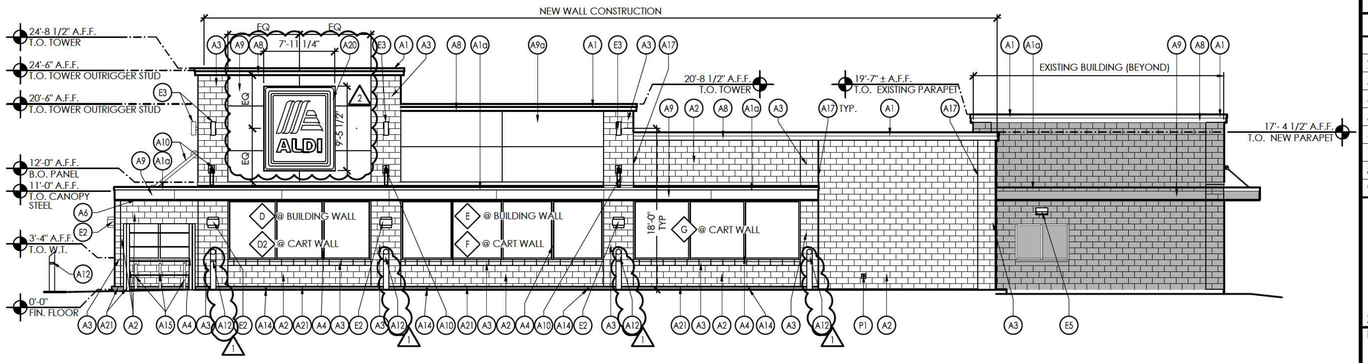
PLOTTED: 9/11/2020 12:09 PM

EXTERIOR FINISH SCHEDULE

KEY	MATERIAL / MFG.	COLOR / NO.	NOTES
A1	PREFINISHED METAL COPING	A1 - SLATE GRAY A1a - SILVER METALLIC	SEE SPECIFICATIONS
A2	SPLIT FACE CMU	INTEGRAL COLOR - ALDI DARK BUFF (20 DB 1/2" JET) BY A-1 BLOCK W/ INTEGRAL DRY BLOCK OR APPROVED EQ.	CIELD
A3	SPLIT FACE CMU	INTEGRAL COLOR - ALDI AUTUMN (20 DB 1/2" JET) BY A-1 BLOCK (SHADED ON ELEV.) W/ INTEGRAL DRY BLOCK OR APPROVED EQUAL	PILASTERS AND WINDOW SILLS - SILL BLOCKS ARE SLOPED U.N.O. REF. DETAIL C2/AA502
A4	STOREFRONT	ANODIZED ALUM.	RE: DWG. A602
A5	MEMBRANE ROOFING	GRAY	AT BACK OF ALDI LOGO SIGN TOWER FOOD MARKET SIGN TOWER AND CANOPY ROOF - SEE SPECIFICATIONS
A6	METAL SOFFIT PANELS	SOLID PANELS - SEE SPEC SILVER METALLIC	RE: DWG. A301-A305
A7	EXTERIOR PAINT		RE: DWG. A603
A8	04 ALUM. BREAK METAL WRAP	AT - SLATE GRAY	
A9	ALUMINUM COMPOSITE PANEL	A9 - BRIGHT SILVER A9a - SLATE GRAY	PROVIDE PANEL JOINTS AS SHOWN - PROVIDE ONE PIECE TIGHT FIT EXTRUDED MOLDING INSTALLATION SYSTEM WITH CENTER REVEAL TRIM BETWEEN PANELS AND J TRIM AT PANEL EDGES.
A10	DIAGONAL HANGER ROD	STAINLESS STEEL ROD HANGERS AND GUSSET PLATES. PAINT NON-SS ITEMS PT-19/CL-5	RE: STRUCT DWGS
A11	SPLIT FACE CMU INFILL	INTEGRAL COLOR - ALDI DARK BUFF (20 DB 1/2" JET) BY A-1 BLOCK W/ INTEGRAL DRY BLOCK OR APPROVED EQ.	INFILL EXIST OPENING - TOOTH IN CMU
A12	BLRD-4	CG-8106 BK CHROMA HSE PE	RE: DWG A603
A13	DOCK SEALS	FACTORY FINISH - BLACK	
A14	2" DIA SCHE. PVC WEEPS		SEE A1/A401
A15	BLRD-3	GALVANIZED	RE: DWG A603
A16	NOT USED		
A17	CONTROL JOINT		MAX 30' OC RE: DWG. A503
A18	NOT USED		
A19	NOT USED		
A20	ALDI TOWER SIGN	BY SIGN VENDOR	7'-11 1/4" w. x 9'-5 1/2" h. SEE DETAIL C3/A503 VERIFY SIGN SIZE PRIOR TO FRAMING OPENING
A21	CRTB	NATURAL	RE: DWG A603 - SEE STRUCTURAL DWGS
A22	NOT USED		
A23	NOT USED		
A24	KNOX BOX	FACTORY FINISH	CONFIRM TYPE AND LOCATION WITH LOCAL FIRE MARSHAL
A25	AUTO DOOR & TRANSOM	ANODIZED ALUMINUM	RE. DWG A601 & A602
E1	EXIT DISCHARGE LIGHT	FACTORY FINISH	MOUNT @ 8'-0" A.F.F.
E2	WALL SCONCE	FACTORY FINISH	MOUNT @ 7'-6" A.F.F.
E3	CYLINDER WALL SCONCE	FACTORY FINISH	MOUNT HEIGHT SEE DIMENSION
E4	NOT USED		
E5	EXTERIOR WALL PACK	FACTORY FINISH	MOUNT @ 12'-0" A.F.F.
E6	EXTERIOR DUPLEX RECEPTACLE	FACTORY FINISH	MOUNT @ 1'-6" A.F.F. IN 4" SQUARE J-BOX
E7	JUNCTION BOX WITH COVER FOR FUTURE CARD READER		MOUNT CENTERED @ 42" A.F.F. - RE. SEE ELEC DWGS
F1	NOT USED		
F2	NOT USED		
P1	HOSE BIB	FACTORY FINISH	SEE PLUMBING DWGS
P2	NOT USED		
P3	NOT USED		
XX	STOREFRONT KEY	ANODIZED ALUMINUM	SHADED WINDOWS ARE SPANDREL - RE: DWG A602

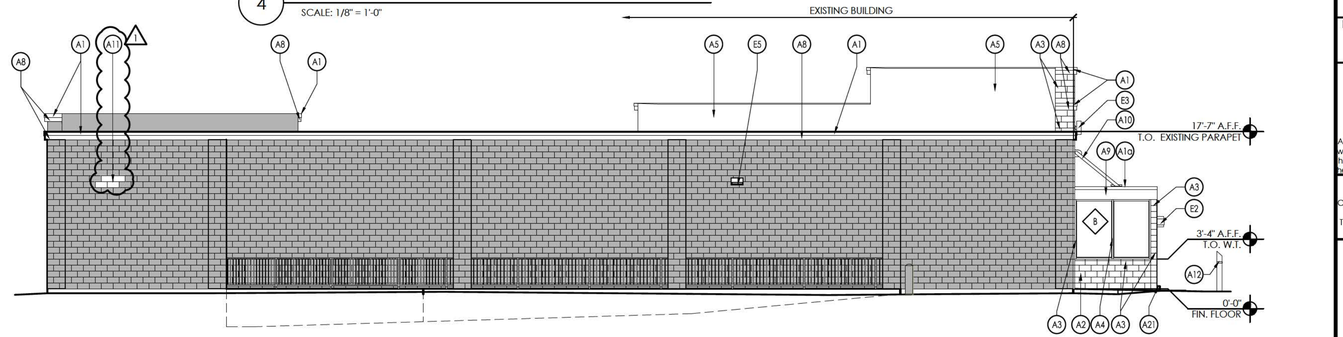
SIGNAGE			
DESCRIPTION	QUANTITY	SQ. FT. PER SIGN	TOTALS
TOWER SIGN	2	75.07	150.14
			2
TOTAL SIGNAGE			150.14
SIGNAGE IS SHOWN FOR REFERENCE ONLY AND SHALL BE UNDER SEPARATE PERMIT SUBMITTAL			

LEGEND	
	SPANDREL WINDOW
	EXISTING CONSTRUCTION TO REMAIN



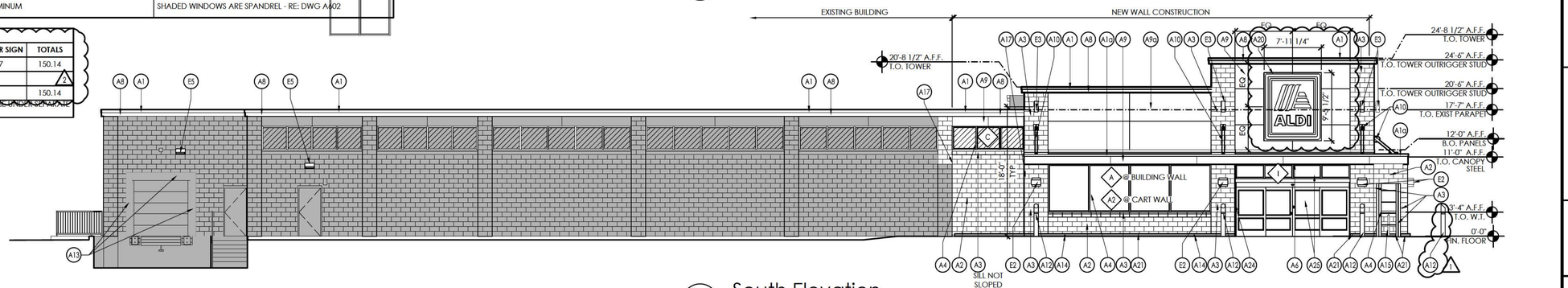
4 East Elevation

SCALE: 1/8" = 1'-0"



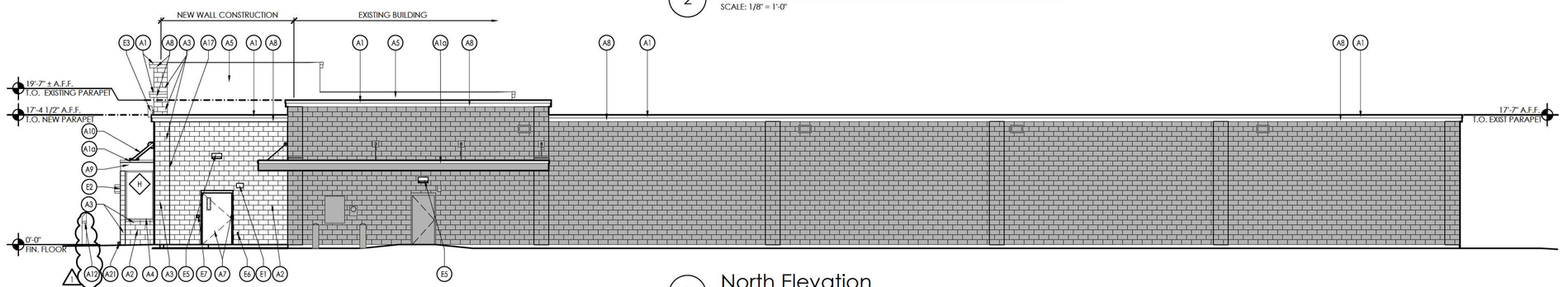
3 West Elevation

SCALE: 1/8" = 1'-0"



2 South Elevation

SCALE: 1/8" = 1'-0"



1 North Elevation

SCALE: 1/8" = 1'-0"

Issued:		Date:
A	Issued for Permit	02/07/20
B		
C		
D		
E		

Revisions:		Date:
1	Misc. Revisions	03/27/20
2	DRC Comment Rev3 Changes	09/11/2020
3		
4		
5		
6		
7		
8		
9		

Seal Seal

PROJECT ARCHITECT/ENGINEER DATE

PROJECT LEAD DATE

PROJECT DESIGNER DATE

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APD Engineering & Architecture PLLC
615 Fishers Run
Victor, NY 14564
www.apd.com

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615 Fishers Run Victor, NY 14564
585.742.2222 - www.apd.com

ALDI Inc.
1171 North State Road 7
Royal Palm Beach, FL 33411
(561) 640-8000
(561) 640-8001 fax

ALDI Inc. Store #: 91
Deerfield Beach
747 S. Federal Hwy
Deerfield Beach, FL 33441
Broward County
Project Name & Location:

Exterior Elevations
Drawing Name:

Date: 02/07/20	Project No. 18-0348A
Type: RHSD-V4	
Drawn By: HAR	A-201
Scale: As Noted	Drawing No.

PLOTTED: 9/10/2020 6:04 PM

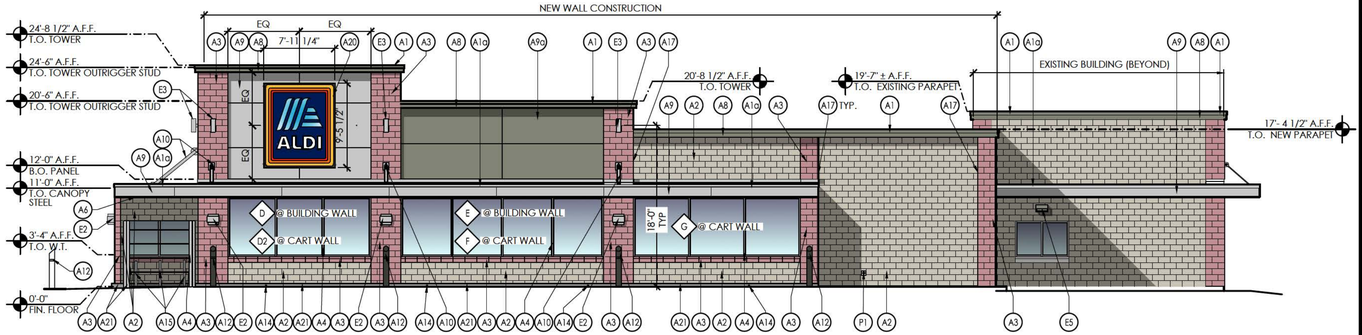
EXTERIOR FINISH SCHEDULE

KEY	MATERIAL / MFG.	COLOR / NO.	NOTES
A1	PREFINISHED METAL COPING	A1 - SLATE GRAY A1a - SILVER METALLIC	SEE SPECIFICATIONS
A2	SPLIT FACE CMU	INTEGRAL COLOR - ALDI DARK BUFF (20 DB 1/2" JET) BY A-1 BLOCK W/ INTEGRAL DRY BLOCK OR APPROVED EQ.	FIELD
A3	SPLIT FACE CMU	INTEGRAL COLOR - ALDI AUTUMN (20 DB 1/2" JET) BY A-1 BLOCK (SHADED ON ELEV.) W/ INTEGRAL DRY BLOCK OR APPROVED EQUAL	PILASTERS AND WINDOW SILLS - SILL BLOCKS ARE SLOPED U.N.O. - REF DETAIL C2/AA502
A4	STOREFRONT	ANODIZED ALUM.	RE: DWG. A602
A5	MEMBRANE ROOFING	GRAY	AT BACK OF ALDI LOGO SIGN TOWER FOOD MARKET SIGN TOWER AND CANOPY ROOF - SEE SPECIFICATIONS
A6	METAL SOFFIT PANELS	SOLID PANELS - SEE SPEC SILVER METALLIC	RE: DWG. A301-A305
A7	EXTERIOR PAINT		RE: DWG. A603
A8	.04 ALUM. BREAK METAL WRAP	AT - SLATE GRAY	
A9	ALUMINUM COMPOSITE PANEL	A9 - BRIGHT SILVER A9a - SLATE GRAY	PROVIDE PANEL JOINTS AS SHOWN - PROVIDE ONE PIECE TIGHT FIT EXTRUDED MOLDING INSTALLATION SYSTEM WITH CENTER REVEAL TRIM BETWEEN PANELS AND J TRIM AT PANEL EDGES.
A10	DIAGONAL HANGER ROD	STAINLESS STEEL ROD HANGERS AND GUSSET PLATES. PAINT NON-SS ITEMS PT-19/CL-5	RE: STRUCT DWGS
A11	SPLIT FACE CMU INFILL	INTEGRAL COLOR - ALDI DARK BUFF (20 DB 1/2" JET) BY A-1 BLOCK W/ INTEGRAL DRY BLOCK OR APPROVED EQ.	INFILL EXIST OPENING - TOOTH IN CMU
A12	BLRD-4	CG-8106 BK CHROMA HSE PE	RE: DWG A603
A13	DOCK SEALS	FACTORY FINISH - BLACK	
A14	2" DIA SCHE. PVC WEEPS		SEE A1/A401
A15	BLRD-3	GALVANIZED	RE: DWG A603
A16	NOT USED		
A17	CONTROL JOINT		MAX 30' OC RE: DWG. A503
A18	NOT USED		
A19	NOT USED		
A20	ALDI TOWER SIGN	BY SIGN VENDOR	7'-11 1/4" w. x 9'-5 1/2" h. SEE DETAIL C3/A503 VERIFY SIGN SIZE PRIOR TO FRAMING OPENING
A21	CRTB	NATURAL	RE: DWG A603 - SEE STRUCTURAL DWGS
A22	NOT USED		
A23	NOT USED		
A24	KNOX BOX	FACTORY FINISH	CONFIRM TYPE AND LOCATION WITH LOCAL FIRE MARSHAL
A25	AUTO DOOR & TRANSOM	ANODIZED ALUMINUM	RE. DWG A601 & A602
E1	EXIT DISCHARGE LIGHT	FACTORY FINISH	MOUNT @ 8'-0" A.F.F.
E2	WALL SCONCE	FACTORY FINISH	MOUNT @ 7'-6" A.F.F.
E3	CYLINDER WALL SCONCE	FACTORY FINISH	MOUNT HEIGHT SEE DIMENSION
E4	NOT USED		
E5	EXTERIOR WALL PACK	FACTORY FINISH	MOUNT @ 12'-0" A.F.F.
E6	EXTERIOR DUPLEX RECEPTACLE	FACTORY FINISH	MOUNT @ 1'-6" A.F.F. IN 4" SQUARE J-BOX
E7	JUNCTION BOX WITH COVER FOR FUTURE CARD READER		MOUNT CENTERED @ 42" A.F.F. - RE. SEE ELEC DWGS
F1	NOT USED		
F2	NOT USED		
P1	HOSE BIB	FACTORY FINISH	SEE PLUMBING DWGS
P2	NOT USED		
P3	NOT USED		
XX	STOREFRONT KEY	ANODIZED ALUMINUM	SHADED WINDOWS ARE SPANDREL - RE: DWG A602

SIGNAGE			
DESCRIPTION	QUANTITY	SQ. FT. PER SIGN	TOTALS
TOWER SIGN	2	75.07	150.14
TOTAL SIGNAGE			150.14

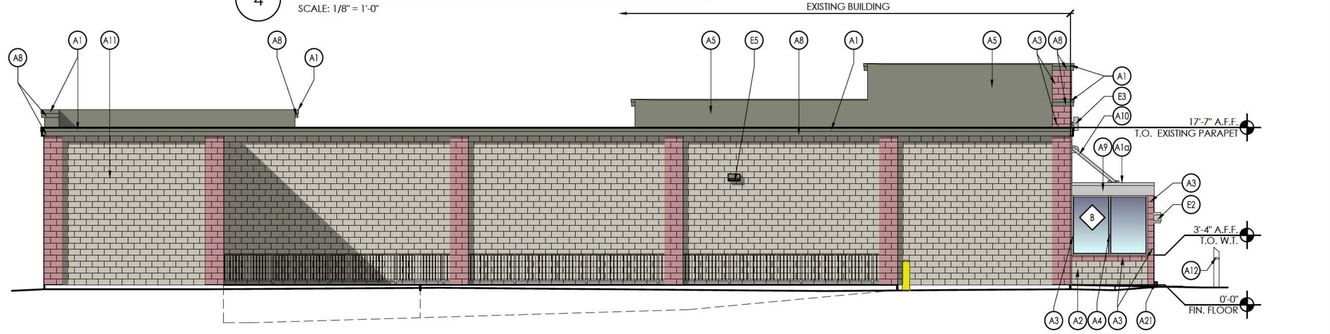
SIGNAGE IS SHOWN FOR REFERENCE ONLY AND SHALL BE UNDER SEPARATE PERMIT SUBMITTAL

LEGEND	
	SPANDREL WINDOW



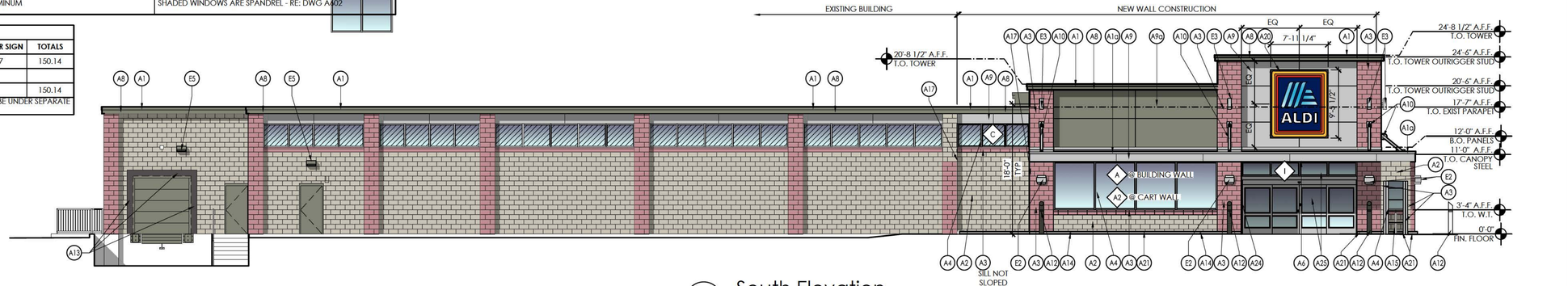
4 East Elevation

SCALE: 1/8" = 1'-0"



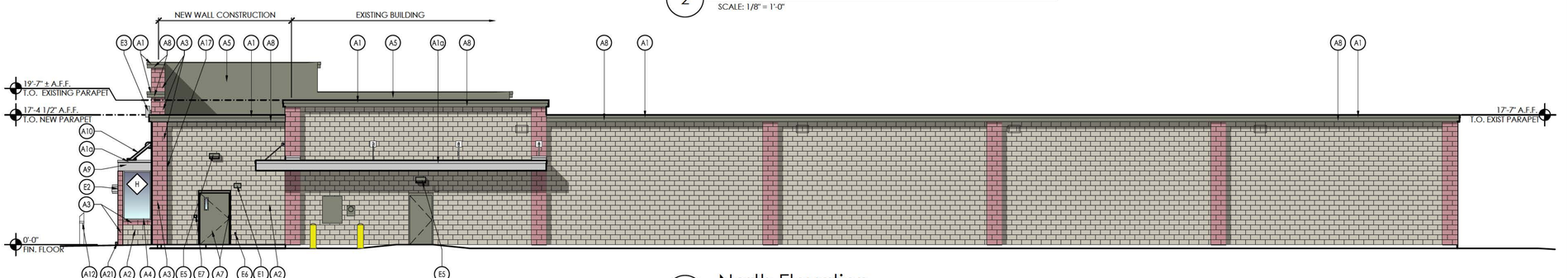
3 West Elevation

SCALE: 1/8" = 1'-0"



2 South Elevation

SCALE: 1/8" = 1'-0"



1 North Elevation

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9		

Seal

Seal

PROJECT ARCHITECT/ENGINEER DATE

PROJECT LEAD DATE

PROJECT DESIGNER DATE

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Victor, NY 14564
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1171 North State Road 7
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(561) 640-8000
(561) 640-8001 fax

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Broward County

Project Name & Location:

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Drawing Name:

Date: 02/07/20

Type: RHSD-V4

Drawn By: HAR

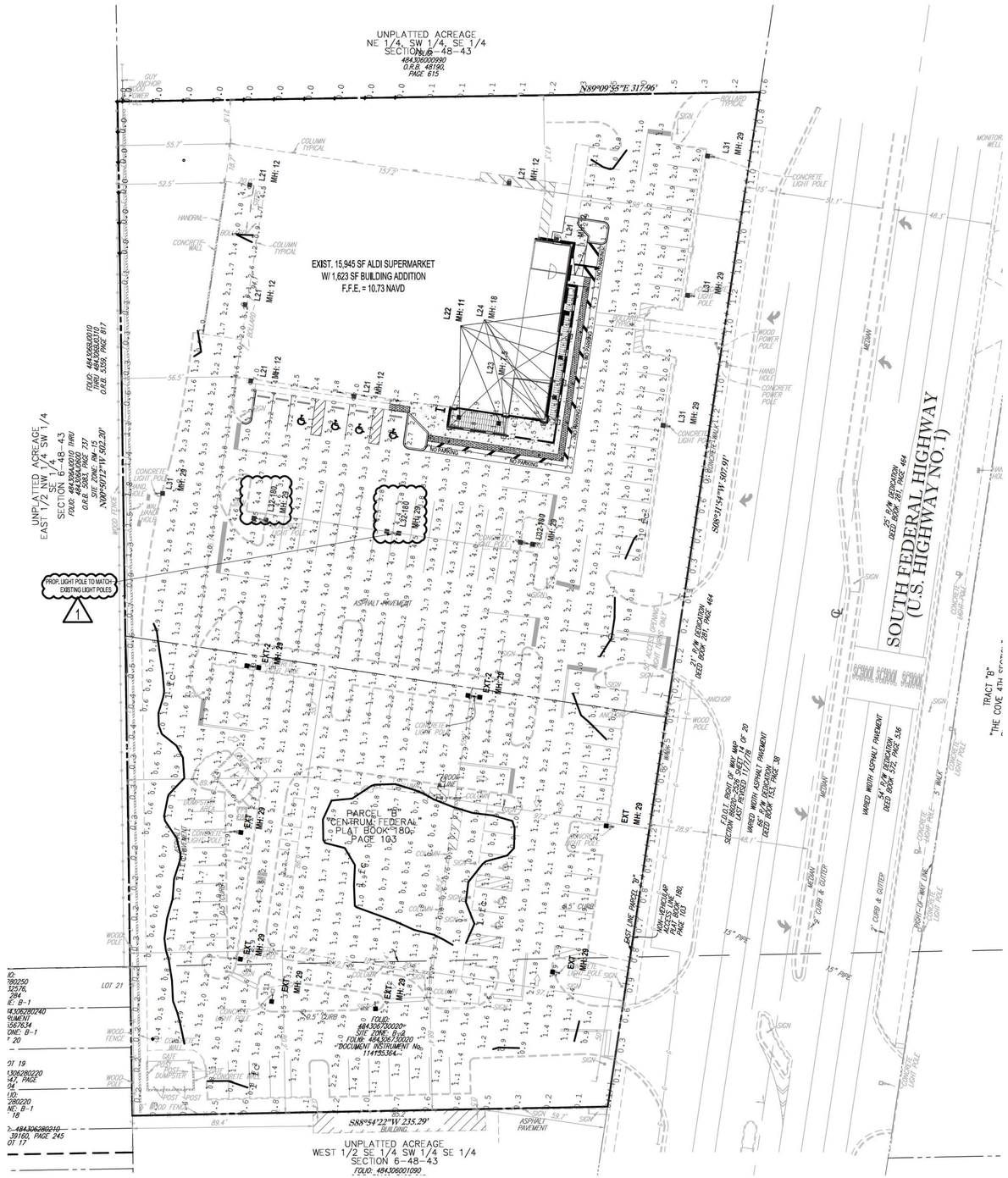
Scale: As Noted

Project No. 18-0348A

A-201

Drawing No.

PLOTTED: 9/10/2020 6:06 PM



Luminaire Schedule

Symbol	Qty	Label	Arrangement	LMF	Lum. Lumens	Lum. Watts	Part Number
	6	L21	SINGLE	1.000	4270	33	XSPW-B-WM-3ME-4L-30K-UL-CS-P
	5	L22	SINGLE	1.000	4210	31	CPY250-B-DM-F-C-UL-CS-30K
	6	L23	SINGLE	1.000	N.A.	43	AL-42WLED-UD-CG-120-30K
	6	L24	SINGLE	1.000	N.A.	59	CL-20364LEDD-SAT-CLR-SB
	4	L31	SINGLE	1.000	11648	86	OSQ-A-NM-4ME-B-57K-UL-CS w/OSQ-DACS
	3	L32-180	BACK-BACK	1.000	11648	86	OSQ-A-NM-4ME-B-57K-UL-CS w/OSQ-DACS
	6	EXT	SINGLE	1.000	11648	86	Existing Single (Using a new OSQ fixture)
	2	EXT-2	D180	1.000	11648	86	Existing Double (Using a new OSQ fixture)

Calculation Summary

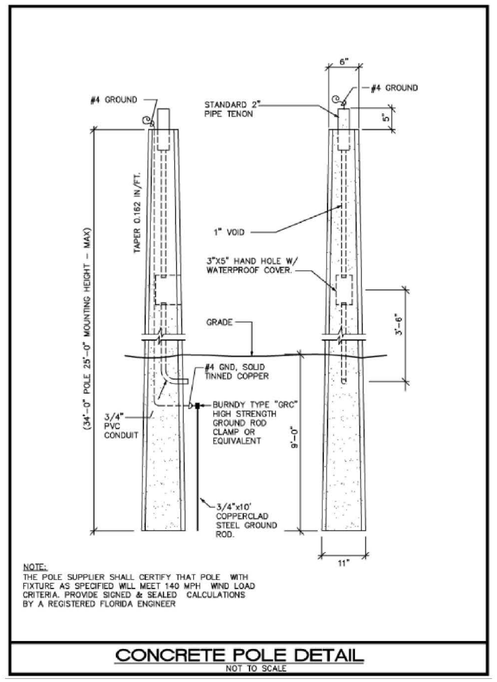
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking Lot	Fc	2.53	22.9	0.4	6.33	57.25
Property Line	Fc	0.52	1.8	0.0	N.A.	N.A.
ALDI's Paved Area	Fc	3.03	7.0	0.7	4.33	10.00

*** CUSTOMER TO VERIFY ORDERING INFORMATION AND
CATALOGUE NUMBER PRIOR TO PLACING ORDER ***

Additional Required Equipment:
(10) OSQ-DACS Direct Arm Mount
(7) CL-SSP-4011-25-D6-PS (25' x 4" x 11ga STEEL SQUARE POLE, 4@90)

29' MH - Aldi Standard Area Light Mounting Height

Proposed Poles meets 100MPH sustained winds



CONCRETE POLE DETAIL
NOT TO SCALE

CREE LIGHTING
IDEAL INDUSTRIES, INC.
9201 Washington Ave, Racine, WI 53406 https //creelighting.com - (800) 236-6800

Illumination results shown on this lighting design are based on project parameters provided to Cree Lighting used inconjunction with luminaire test procedures conducted under laboratory conditions. Actual project conditions differing from these design parameters may affect field results. The customer is responsible for verifying dimensional accuracy along with compliance with any applicable electrical, lighting,or energy code.

Project Name: ALDI - 747 South Federal Hwy, Deerfield beach, FL

SR-40422 | Footcandles calculated at grade | Filename: ALD-200127DBFLBAFR2.AGI

Layout By: Ben Foster

Date:4/10/2020

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31ST AVENUE, FT. LAUDERDALE, FL 33309, P: 954-202-7000
125 W INDIANTOWN RD, SUITE 206, JUPITER, FL 33458, P: 561-203-7503
1502 W. FLETCHER AVE. SUITE 101, TAMPA, FL 33612, P: 813-379-4100

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REVISIONS:

REV:	DATE:	COMMENT:	BY:
1	02/03/2020	SITE PLAN MODIFICATION	JAL

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PROJECT No.: F190083
DRAWN BY: CAD
CHECKED BY: ROT
DATE: 09-05-19
CAD I.D.: F190083 PHOTOMETRICS PLAN

PROJECT:

ALDI AT FEDERAL MARKETPLACE - BUILDING EXPANSION

FOR

ALDI FLORIDA LLC

THOMAS ENGINEERING GROUP
6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
FX: (954) 202-7070
www.ThomasEngineeringGroup.com

KRISTIN N. DIPIERRO
PROFESSIONAL ENGINEER
June 24, 2020
FLORIDA LICENSE No. 84350
FLORIDA BUSINESS CERT. OF AUTH, No. 27528

June 24, 2020
FLORIDA BUSINESS CERT. OF AUTH, No. 27528

SHEET TITLE:

PHOTOMETRICS PLAN

SHEET NUMBER:

E1.1

Printed on Wednesday, June 24, 2020, 9:56 AM by Justin Lenoir
G:\ALD\2019\F190083 – 747 S. FEDERAL HIGHWAY, DEERFIELD BEACH\DWG\SITE PLANS\2020-06-03 SITE PLAN 3RD SUBMITTAL\F190083 PHOTOMETRICS PLAN------XLAYOUT: SITE PHOTOMETRIC PLAN

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-711

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

Agenda Date: 12/1/2020

Status: QUASI-JUDICIAL PUBLIC HEARINGS

In Control: City Commission

Title
P.H. 2021-019: CASE NO. 778 (Aldi Sign Variance – Federal Marketplace)

Recommended Action
Commission to vote on Resolution

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

Background/History
Pursuant to Land Development Code Section 102-8(c)(2), a maximum of one building sign is permitted for each building per street frontage, not to exceed 100 square feet in area. The Applicant, Aldi Florida, LLC, is requesting approval of a sign variance from Code Section 102-8(c)(2) to allow a second building sign on the south elevation, not facing a street.

The Applicant has also submitted Major Site Plan Application No. 11-B2-111 Rev. 3, which is subject to separate City Commission approval. The site plan demonstrates expansion of the building and façade improvements on the east and south sides to match current Aldi Supermarket design standards. The elevations, as proposed in the development plan application and attached as backup to this item, demonstrate one building sign on the east elevation and one building sign on the south elevation. Both signs have the same architectural details and measure approximately 75 square feet in area. The sign proposed on the east elevation complies with Chapter 102 - Sign Code.

It is important to note that City Commission granted approval of three sign variances for Aldi Supermarket in 2013 (Case No. 722) for: 1) a second building sign on the east elevation (“Food Supermarket” at 21 square feet); 2) a building sign on the south elevation not facing a street (Aldi logo at 46 square feet); and 3) an additional building sign on the south elevation not facing a street (“Food Supermarket” at 21 square feet). In addition to the Code compliant sign that was approved on the east elevation (Aldi logo at 46 square feet), the approval of Case No. 722 allowed the applicant to construct an additional sign on the east elevation and two signs on the south elevation.

The previously approved “Food Market” signs on the east and south elevations have been removed. The existing Aldi logo sign on the south elevation no longer matches the architectural improvements and sign proposed on the east elevation included within the major site plan application. The applicant is seeking approval of Case No. 778 in order to match the sign on the east elevation and maintain overall architectural consistency on both façades.

The Community Appearance Board approved the sign variance as submitted on September 23, 2020.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A SIGN VARIANCE FOR ALDI SUPERMARKET, CASE NO. 778, TO PERMIT A SECOND BUILDING SIGN ON THE SOUTH ELEVATION NOT FACING A STREET IN LIEU OF THE ONE BUILDING SIGN PER STREET FRONTAGE PERMITTED BY CODE FOR THE ALDI SUPERMARKET LOCATED AT 747 SOUTH FEDERAL HIGHWAY, DEERFIELD BEACH, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission has reviewed and received testimony on Application No. 778 from Aldi Florida, LLC (the "Applicant") seeking a variance from the provisions of Section 102-8(c)(2) of the Deerfield Beach Land Development Code in order to permit a second building sign on the south elevation not facing a street, in lieu of the one building sign per street frontage permitted by Code, for the Aldi Supermarket located at 747 South Federal Highway, Deerfield Beach, Florida (the "Sign Variance Application"); and

WHEREAS, the Applicant has submitted a separate major site plan application to the City to expand the existing Aldi Supermarket from 15,945 square feet to 17,568 square feet (Application No. 11-B2-111 Rev. 3); and

WHEREAS, the applicant is seeking the Sign Variance for a 75 square foot building sign on the south elevation in order to match the sign on the east elevation, and maintain overall architectural consistency on both façades of the Supermarket; and

WHEREAS, the Community Appearance Board voted to recommend approval of the Sign Variance Application on September 23, 2020; and

WHEREAS, the City Commission has determined that a hardship as well as the other requisites to a variance have been demonstrated by the Applicant as required by Section 102-15(d) of the Land Development Code 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 Sign Variance Application for a variance from the provisions of Section 102-8(c)(2) of the Deerfield Beach Land Development Code in order to permit a second building sign on the south elevation not facing a street, in lieu of the one building sign per street frontage permitted by Code, for the Aldi Supermarket is hereby approved.

Section 3. The variance as set forth herein is the sole variance permitted and no variance from any Land Development Code or other City requirement in excess of the variance as specifically set forth herein are granted. Any signs in excess of those as specifically permitted herein or which are inconsistent with the Sign Variance Application on file with the City shall cause the owner of the property to be in violation of the Sign Code and shall cause, upon a determination of violation by the Code Enforcement Special Master or by a County Court, the Sign Variance Application approval provided herein to be null and void and of no further force and effect.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

_____
BILL GANZ, MAYOR

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A SIGN VARIANCE FOR ALDI SUPERMARKET, CASE NO. 778, TO PERMIT A SECOND BUILDING SIGN ON THE SOUTH ELEVATION NOT FACING A STREET IN LIEU OF THE ONE BUILDING SIGN PER STREET FRONTAGE PERMITTED BY CODE FOR THE ALDI SUPERMARKET LOCATED AT 747 SOUTH FEDERAL HIGHWAY, DEERFIELD BEACH, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission has reviewed and received testimony on Application No. 778 from Aldi Florida, LLC (the "Applicant") seeking a variance from the provisions of Section 102-8(c)(2) of the Deerfield Beach Land Development Code in order to permit a second building sign on the south elevation not facing a street, in lieu of the one building sign per street frontage permitted by Code, for the Aldi Supermarket located at 747 South Federal Highway, Deerfield Beach, Florida (the "Sign Variance Application"); and

WHEREAS, after reviewing the Sign Variance Application and the testimony submitted, the City Commission has determined that the Applicant has not satisfied the requirements as set forth in Section 102-15(d) of the Land Development Code of the City of Deerfield Beach for a sign variance.

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 Case No. 778 fails to satisfy the requirements for a variance as set forth in Section 102-15(d) of the Land Development Code of the City of Deerfield Beach. Therefore, the Sign Variance Application is hereby denied.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

_____
BILL GANZ, MAYOR

ATTEST:

_____

SAMANTHA GILLYARD, CMC, CITY CLERK

Deerfield Beach
Florida

PUBLIC HEARING NOTICE

November 20, 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:

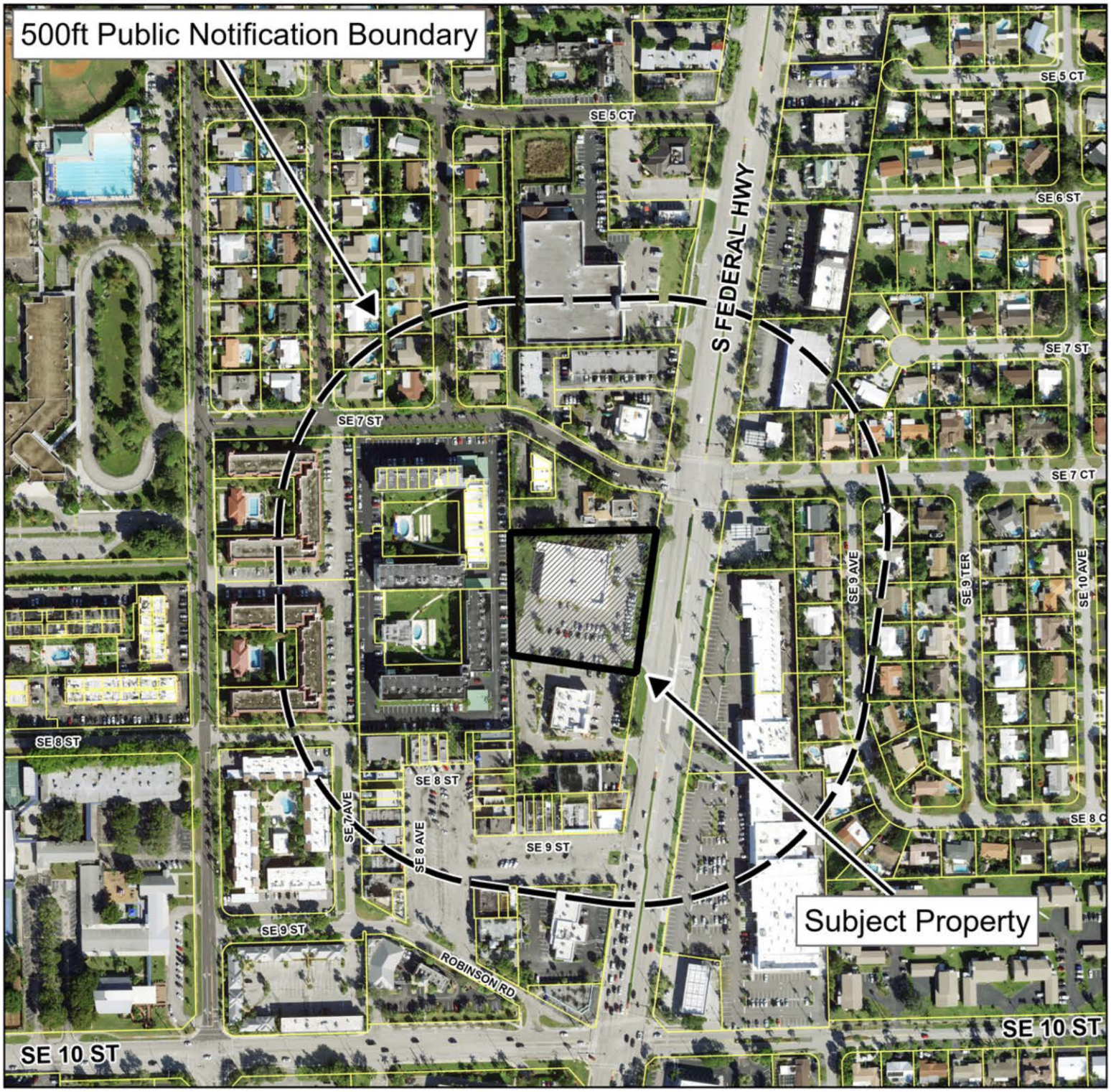
P.H. 2021-019: CASE NO. 778 (Aldi Sign Variance – Federal Marketplace)
Applicant: **Aldi Florida, LLC represented by Thomas Engineering Group, LLC.**
Proposal: Seeking approval of a SIGN VARIANCE from the provisions of the Deerfield Beach Land Development Code Section 102-8 (c)(2)(a) to allow a second building sign on the south elevation not facing a street, in lieu of the one building sign per street frontage as permitted by Code.
Location: The property is generally described as CENTRUM FEDERAL 180-103 B PARCEL A, more particularly described in the file, and located at **747 South Federal Highway.**

A public hearing will be held on **TUESDAY, DECEMBER 1, 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

Major Site Plan Application 11-B2-111 Rev. 3

Sign Variance Case No. 778

747 S. Federal Hwy.

Deerfield Beach
Florida

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

0 160 320
Feet

Deerfield Beach
Florida

DEVELOPMENT PLAN APPLICATION

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

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

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

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

Project Name: ALDI Expansion - Federal Marketplace

Property Owner: ALDI FLORIDA LLC

Applicant (if different from Owner):

Agent (if different from Owner/Applicant): Thomas Engineering Group LLC

Address of Property: 747 S. Federal Highway, Deerfield Beach, FL 33064

Legal Description of Property (lot, block, tract, subdivision): Centrum Federal 180-103 B Parcel A

Description of Project: Prop. 1296 SF building expansion to existing 15,945 SF ALDI Supermarket Building. Modifications to the existing sidewalk on the east side of the building. Modification of parking and terminal islands, reduction of the No Parking Zone on the east and south sides of the building.

New Development (Y/N):	No	Modification to Existing Development (Y/N):	Yes
Zoning District:	B-2	Future Land Use Category:	Commercial
Existing Use:	Commercial	Proposed Use:	Commercial
Lot Area (acres):	1.938	Number of Dwelling Units (proposed):	N/A
Sq. Ft. of Structure (existing):	15,945	Sq. Ft. of Structure (proposed):	17,750

Agent Signature:		Owner Signature:	
Name Printed:	Ryan O. Thomas	Name Printed:	Jordan Ford
Address:	6300 NW 31st Avenue, Fort Lauderdale, FL 33309	Address:	1171 N. State Rd 7 Royal Palm Bch, FL 33411
Telephone:	954.202.7000	Telephone:	561-640-8000
Email:	rthomas@thomaseg.com	Email:	Jordan.Ford@Aldi.us

DESCRIPTION OF SIGN

Linear feet of street frontage: 312.9 Linear feet of business frontage: 112.7

Type of sign: ☐Freestanding ■Building Sign ☐Canopy

Sign Faces: ☐Single-faced ☐Multiple-faced

Sign Height (from top of structure to existing average finished grade): 32.71 NAVD

Length (vertical): 9'-6" Width (horizontal): 7'-11 5/8" Total Sign Face Area: 75.07 SF

Construction Materials: Aluminum sign with halo lit channel letters for the logo and letters.

Sign Lighting: ☐None ■Internally-illuminated ☐Externally-illuminated

For existing signs: Year(s) permitted: _____ Permit number: _____

PROPOSED SIGN VARIANCE

1. State the Code Section and Land Development Regulation standard(s) required for the proposed variance (i.e. setbacks, height, etc.):

Per the Land Development Code Chapter 102 Sec. 102-8(c)(2), one sign per street frontage is allowed to for the property. The size of the sign is to be 1 SF per linear foot of tenancy footage not to be smaller than 32 SF or exceed 100 SF. Since the building frontage on N. Federal Highway is more than 100 feet, a 100 sq. ft. building sign is permitted on the east facade of the building.

2. Describe the variance(s) requested:

The existing Aldi Supermarket is located at the southwest corner of the intersection of N. Federal Highway and SE 7th Court. Per the City's Land Development Code, a 100 sq. ft. building sign is permitted on the east facade facing N. Federal Highway and there is an existing variance allowing a 46 sq. ft. building sign on the south facade which faces the parking lot for the supermarket. A variance is requested in order to allow a 75 sq. ft. building sign on the south facade of the proposed building expansion which is proposed to match the sign on the east facade of the building.

City of Deerfield Beach • Planning & Zoning Division
150 NE 2nd Avenue • Deerfield Beach, FL 33441
Office 954-480-4206 • **Questions?** Web.planning@deerfield-beach.com

A. DEMONSTRATION OF COMPLIANCE WITH SIGN VARIANCE CRITERIA

(Attach additional page(s) if more space is needed)

Section 102 115(d) of the Deerfield Beach Land Development Code states, *"a variance may be authorized by the city commission for any required dimensional standard for a sign, including the following: height, area, and location; maximum number of, and minimum setback for signs. A variance shall be deemed denied unless four members of the commission vote in favor of the request for a variance."*

A variance from the terms of this sign code shall not be granted by the city commission unless and until a written application for a variance is submitted demonstrating:

1. That special conditions and circumstances exist which are peculiar to the land, structure, or buildings involved and which are not applicable to other lands, structures in the same zoning district:

The existing Aldi Supermarket is located at the southwest corner of the intersection of N. Federal Highway and SE 7th Court. The building's entrance is located on the south side of the building and faces the parking lot and private drive aisle. A 75 sq. ft. sign is proposed on the east facade of the building. Providing a 46 sq. ft. sign on the south facade will provide for a discordant view from the street side since both signs are vis ble from the roadway. In order to provide consistency and unity, it is proposed that the sign on the south facade match the 75 sq. ft. sign on the east facade. As part of the building expansion, the height of the parapet will increase from 22'-10" to 24'-5" above the finished floor elevation for which reason a larger sign is desired for this building to in order to provide ease of sight for current and future customers of the Aldi Supermarket. Find enclosed Exhibit A showing the proposed sign on the south facade to be 46 sq. ft and Exhibit B showing the proposed sign on the south facade to be 75 sq. ft. for comparison purposes . It can be seen from the exhibits that 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 lit channelized letters. At night, only the Aldi logo and letters will light up as opposed to the entire sign.

2. That the special conditions and circumstances do not result from the actions of the applicant:

The special conditions and circumstances do not result from the action of the applicant. The existing building entrance is located on the south side and faces the existing parking lot, as such, a sign has been provided on the south side to indicate to customers using the parking lot what establishment they are located in or heading towards. This condition will continue after the building expansion is completed. Both facades of the building 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 a sense of unity.

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3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, buildings, or structures in the same zoning district:

The granting of the variance will not grant any special priviledge to the applicant that is denied to other lands, buildings or structures in the same zoning district. The existing building currently has a 46 sq. ft. sign on the east and south facades. Per code, the building is allowed a 100 sq. ft. sign on the east facade. This being the case, a 75 sq. ft. sign is proposed on the east facade of the building and a matching sign is proposed to be provided for the south facade of the building. Exhibits A and B have been provided in order to illustrate the 46 sq. ft. sign versus the 75 sq. ft. sign proposed on the south facade of the building in comparison to the 75 sq. ft. sign proposed to be provided on the east facade of the building. It can be seen from the exhibits that providing signs of the same size on both facades provide a more unified and aesthetic look than that of the differing sized signs. This variance will allow the proposed Aldi Supermarket the same benefits as the other surrounding properties by allowing for the sign above the entrance to the building on the south facade which would otherwise be denied due to the nature of the existing building location and orientation, and will allow for the building to show consistency, a sense of unity and a more aesthetic look than could otherwise be provided.

4. That literal interpretation of the provisions of this Code would deprive the applicant of the rights commonly enjoyed by other properties in the same zoning district under the terms of this Code and would work unnecessary and undue hardship on the applicant**:**

The literal interpretation of the code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district. It is necessary for the building to be able to be identified from the roadway as well as the parking lot. As such, a sign on the south facade is necessary for this developement. In order for the site to present itself with unification and consistency, it is firmly believed that the consistency in size of teh signs o nthe north and south facades shoulf be equal. Since the code allows for a 100 sq. ft. sign on the east facade, a 75 sq. ft. sign is proposed for both the east and south facades.

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5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure:

The variance granted is the minimum variance that will make possible reasonable use of the land, building or structure. The previously approved variance allowed for a 36 sq. ft. sign on the south facade of the building which was matching the proposed 36 sq. ft. sign on the east facade of the building. Since a code compliant 75 sq. ft. sign is proposed on the east facade of the building, the proposed 75 sq. ft. sign on the south facade will follow the original intentions of the approved variance by providing matching signs for both facades providing a unified, consistent and harmonic view from all directions.

6. That the grant of the variance will be in harmony with the general intent and purpose of this Code, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare:

The granting of this variance will be in harmony with the general intent and purpose of this Code, and will not be injurious to the area involved or otherwise detrimental to the public welfare. The granting of this variance will assist in providing a unified view from any direction the building is viewed by providing consistency in design.

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7. A variance may not be granted as to a sign that is prohibited by this Code:
The requested variance is not for a sign that is prohibited by this Code. All proposed signage meets the requirements of the Signage Code in Section 102-8 of the City of Deerfield Beach Land Development Code.

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150 NE 2nd Avenue • Deerfield Beach, FL 33441
Office 954-480-4206 • **Questions?** Web.planning@deerfield-beach.com

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.

No contributions have been made.

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

None known.

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 known.

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, Jordan Ford, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature _____ Date 1/21/20

Sworn to and subscribed before me this 21 day of January, 20 20.

By: Jordan Ford

Produced as ID:

Christina Nutter

Notary Public, State of Florida

CHRISTINA NUTTER
MY COMMISSION # GG 909326
EXPIRES: December 30, 2023
Bonded Thru Notary Public Underwriters

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

Deerfield Beach
Florida

DISCLOSURE AFFIDAVIT

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No contributions have been made.

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

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None known.

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I, Ryan O. Thomas have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Ryan O. Th
Signature

2.3.20
Date

Sworn to and subscribed before me this 3 day of February, 2020.

By: Krystyna Plewa

Produced as ID: Personally Known

Notary Public, State of Florida

Notary Public State of Florida
Krystyna Plewa
My Commission GG 359329
Expires 11/19/2023

ALDI

APD ENGINEERING ARCHITECTURE

September 11th, 2020

Perspective Rendering - Exhibit A

46 Sq.Ft. Sign on South Tower

75 Sq.Ft. Sign on East Tower

ALDI Inc. - Deerfield Beach

747 South Federal Highway

Deerfield Beach, FL 33441

Broward County

Perspective Rendering - Exhibit B

75 Sq.Ft. Sign on South Tower

75 Sq.Ft. Sign on East Tower

ALDI Inc. - Deerfield Beach

747 South Federal Highway

Deerfield Beach, FL 33441

Broward County

ENGINEERING ARCHITECTURE

September 11th, 2020

SITE PLAN DRAWINGS FOR:

ALDI AT FEDERAL MARKETPLACE BUILDING EXPANSION

FOR

ALDI FLORIDA LLC

747 S FEDERAL HIGHWAY,

CITY OF DEERFIELD BEACH, BROWARD COUNTY, FL

SECTION 6, TOWNSHIP 48S, RANGE 43E

FOLIO: 4843-06-73-0010 & 4843-06-73-0020

VICINITY \ AERIAL MAP

1"=300'

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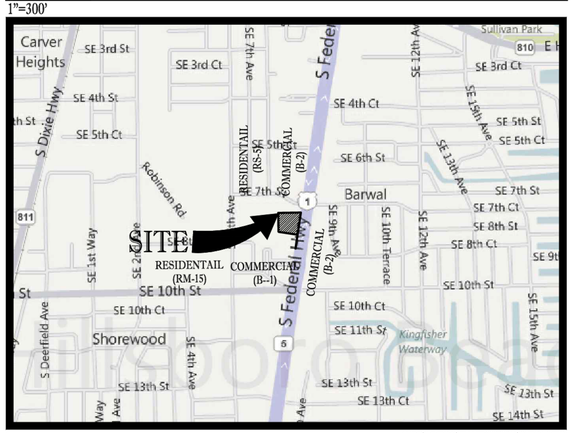
LOCATION MAP

1"=300'



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PROJECT TEAM

OWNER
ALDI FLORIDA LLC
JORDAN FORD
1171 N STATE ROAD 7
ROYAL PALM BEACH, FL 33411
(P) 561.640.8000 (F) 561.640.8001

LANDSCAPE ARCHITECT
THOMAS ENGINEERING GROUP, LLC
MICHAEL D. GROSSWIRTH, RLA,ASLA
6300 NW 31st AVE
FORT LAUDERDALE, FL 33309
(P) 954.202.7000 (F) 954.202.7070

CIVIL ENGINEER
THOMAS ENGINEERING GROUP, LLC
KRISTIN DIPIERRO, P.E.
6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
(P) 954.202.7000 (F) 954.202.7070

SURVEYOR
PULICE LAND SURVEYORS, INC
5381 NOB HILL ROAD
SUNRISE, FL. 33351
(P) 954.573.1777

ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988. CONVERSION TO NGVD OF 1929 IS (+)1.50 (EG. 10.75 NAVD = 12.25 NGVD)

LEGAL DESCRIPTION:

PARCEL "A", "CENTRUM FEDERAL", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 180, PAGES 103 AND 104, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLOR DA.

SCOPE OF WORK:

PROPOSED 1,623 SF BU LDING EXPANSION OF THE EXIST NG 15,945 SF ALDI SUPERMARKET. PROPOSED MODIFICATIONS TO THE EXIST NG PARK NG SPACES, PARKING ISLANDS AND S DEWALK AROUND THE SOUTH AND EAST S DES OF THE EXIST NG BUILDING. PROPOSED MODIFICATIONS TO THE EXISTING ROOF LEADERS TO ACCOMMODATE THE PROPOSED BUILDING EXPANSION.

PREPARED BY

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31ST AVENUE
FT. LAUDERDALE, FL. 33309
PH: (954) 202-7000
FX: (954) 202-7070
www.ThomasEngineeringGroup.com

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31ST AVENUE, FT. LAUDERDALE, FL 33309, P: 954-202-7000
1502 W. FLETCHER AVE. SUITE 101, TAMPA, FL 33612, P: 813-379-4100
125 W INDIANTOWN RD SUITE 206, JUPITER, FL 33458, P: 561-203-7503

THE INFORMATION, DESIGN, AND CONCEPTS OF THIS PLAN ARE PROPRIETARY AND SHALL NOT BE COPIED OR USED FOR ANY PURPOSE WITHOUT PRIOR WRITTEN PERMISSION FROM THOMAS ENGINEERING GROUP, LLC. ONLY APPROVED, SIGNED AND SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION.

REVISIONS:

REV:	DATE:	COMMENT:	BY:
1	02/03/2020	SITE PLAN MODIFICATION	JAL

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PROJECT No.: F190083
DRAWN BY: CAD
CHECKED BY: ROT
DATE: 09-05-19
CAD I.D.: F190083 COVER

PROJECT:
ALDI AT FEDERAL MARKETPLACE - BUILDING EXPANSION
FOR
ALDI FLORIDA LLC

THOMAS ENGINEERING GROUP
6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
FX: (954) 202-7070
www.ThomasEngineeringGroup.com

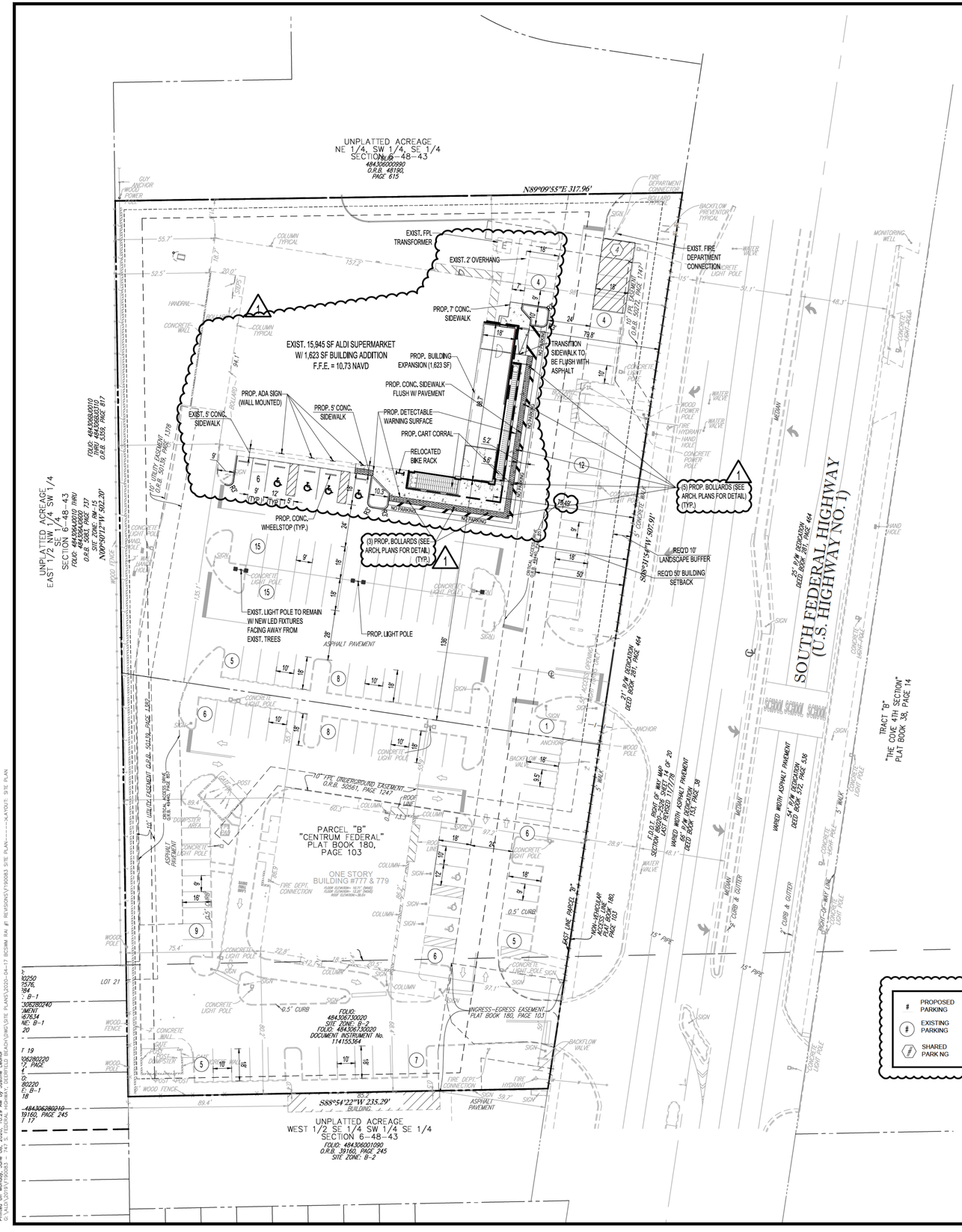
KRISTIN N. DIPIERRO
PROFESSIONAL ENGINEER
September 10, 2020
FLORIDA LICENSE No. 84350
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

September 10, 2020
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:
COVER SHEET

SHEET NUMBER:
C-1

Printed on Thursday, September 10, 2020, 2:17 PM by Justine Lanier
G:\JAL\2019\F190083 - 747 S. FEDERAL HIGHWAY, DEERFIELD BEACH\DWG\SITE PLANS\2020--09--14 BKSMM RAI #2 REVS\F190083 COVER------JLAYOUT: COVER -- CAB



1. **THIS PLAN REFERENCES AN ALTA/ACSM LAND TITLE SURVEY BY:**

   PULICE LAND SURVEYORS, INC.
   5381 NOB HILL ROAD, SUNRISE, FLORIDA 33351
   TELEPHONE: (954) 572-1777 FAX: (954) 572-1778 LB#3870

2. **APPLICANT:** ALDI FLORIDA LLC

3. **DATA TABLE:**

CURRENT USE:	SUPERMARKET, RETAIL & RESTAURANT
PROPOSED USE:	SUPERMARKET, RETAIL & RESTAURANT
FUTURE LAND USE DESIGNATION:	COMMERCIAL
ZONING DESIGNATION:	B-2 (BUSINESS HIGHWAY)
TAX MAP ID#	4843 06 73 0020 & 4843 06 73 0010
SITE AREA:	3.19 AC or (138,751 SF)

	ALDI PARCEL 'A'	PARCEL 'B'	COMBINED PARCELS 'A' & 'B'
TOTAL SITE	84,421 SF (100%)	54,330 SF (100%)	138,751 SF (100%)
TOTAL IMPERVIOUS (LESS VEHICLE OVERHANG)	61,001 SF (72.3%)	42,660 (78.5%)	103,661 SF (74.7%)
SIDEWALK	4,294 SF (5.1%)	1,591 SF (2.9%)	5,885 SF (4.25%)
PAVEMENT	39,139 SF (46.4%)	34,719 SF (63.9%)	73,858 SF (53.2%)
BUILDING	17,568 SF (20.8%)	6,350 SF (11.7%)	23,918 SF (17.25%)
TOTAL PERVIOUS	23,420 SF (27.7%)	11,670 SF (21.5%)	35,090 SF (25.3%)
BLDG. FOOTPRINT COVERAGE:	17,568 SF	6,350 SF	23,918 SF

NON -RESIDENTIAL DEVELOPMENT USE, GFA: 4,150 SF RESTAURANT
2,200 SF RETAIL
17,568 SF SUPER MARKET

4. **PARKING CALCULATIONS**

PARCEL 'A' RETAIL PARKING FORMULA
1 SPACE / 300 SF GFA NOT INCLUDING STORAGE (12,075 SF)

PARCEL 'B' PARKING FORMULA
RESTAURANT:
1 SPACE / 50 SF CUSTOMER SERVICE AREA (2,540 SF)
1 SPACE / 400 SF BACK OF HOUSE (3,810 SF)
1 SPACE / 50 SF OUTDOOR SEATING (1,050 SF)

REQUIRED PARKING

	PARCEL 'A'	PARCEL 'B'	PARCEL 'A' & 'B'
PARKING REQUIRED	40	81	121
SHARED PARKING	4	0	4
TOTAL SPACES	44	81	125
ADA PARKING	3	2	5
LOADING ZONE	1	0	1

PROPOSED PARKING

	PARCEL 'A'	PARCEL 'B'	PARCEL 'A' & 'B'
TOTAL PARKING PROVIDED	73	52	126
STALL SIZE BREAKDOWN			
9' X 16' W/ 2' OVERHANG	48	9	57
10' X 18' W/ 2' OVERHANG	22	40	62
12 X 18' W/ 2' OVERHANG	4	3	7

PARKING SUMMARY

TOTAL SPACES REQUIRED	125 SPACES
RESERVED FOR LITTLE HAVANA TO THE NORTH	4 SPACES
TOTAL PROVIDED PARKING	125 SPACES
SURPLUS SPACES	1 SPACE

5. **BULK REQUIREMENTS**

	REQUIRED	PARCEL 'A'	PARCEL 'B'
MAX. SUPERMARKET BLDG. HEIGHT:	75'	22'-10"	22'-10"
MAX. RESTAURANT/ RETAIL BLDG. HEIGHT:	75'	26'-9"	27'-0"
MIN. LANDSCAPE AREA:	15%	27.7%	21.5%
MAX. LOT COVERAGE:	35%	20.8%	11.7%

6. **DISTRICT REQUIREMENTS CHART**

BUILDING SETBACKS:	REQUIRED	PARCEL 'A'	PARCEL 'B'
FRONT (EAST)	50'	79.49'	98'
REAR (WEST)	15'	56.23'	74.92'
SIDE (SOUTH)	10'	136.0'	68.97'
SIDE (NORTH)	10'	21.00'	55.67'

LANDSCAPE BUFFERS:	REQUIRED	PARCEL 'A'	PARCEL 'B'
FRONT (EAST)	10'	10'	10'
REAR (WEST)	5'	7'	7'
SIDE (SOUTH)	5'	5'	5'
SIDE (NORTH)	5'	5'	5'

LOCATION MAP
NOT TO SCALE

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31ST AVENUE
FT. LAUDERDALE, FL 33309
P: 954-202-7000
125 W INDIANTOWN RD
SUITE 206
JUPITER, FL 33458
1502 W. FLETCHER AVE.
SUITE 101
TAMPA, FL 33612
P: 813-379-4100
P: 561-203-7503

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REVISIONS:

REV:	DATE:	COMMENT:	BY:
1	02/03/2020	SITE PLAN MODIFICATION	JAL

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PROJECT No.: F190083
DRAWN BY: CAD
CHECKED BY: ROT
DATE: 09-05-19
CAD I.D.: F190083 SITE PLAN

PROJECT:

ALDI AT FEDERAL MARKETPLACE - BUILDING EXPANSION

FOR

ALDI FLORIDA LLC

THOMAS ENGINEERING GROUP
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FORT LAUDERDALE, FL 33309
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KRISTIN N. DIPIERRO
PROFESSIONAL ENGINEER
June 8, 2020
FLORIDA LICENSE No. 84350
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

June 8, 2020
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

SITE PLAN

SHEET NUMBER:

C-5

Printed on Monday, June 08, 2020, 10:29 AM by Justine Lemar
G:\JAL\2019\F190083 - 742 S. FEDERAL HIGHWAY, DEERFIELD BEACH\DWG\SITE PLANS\2020-04-17 BCS\NM PAI #1 REVISIONS\F190083 SITE PLAN-------JAL\PDF\1 SITE PLAN

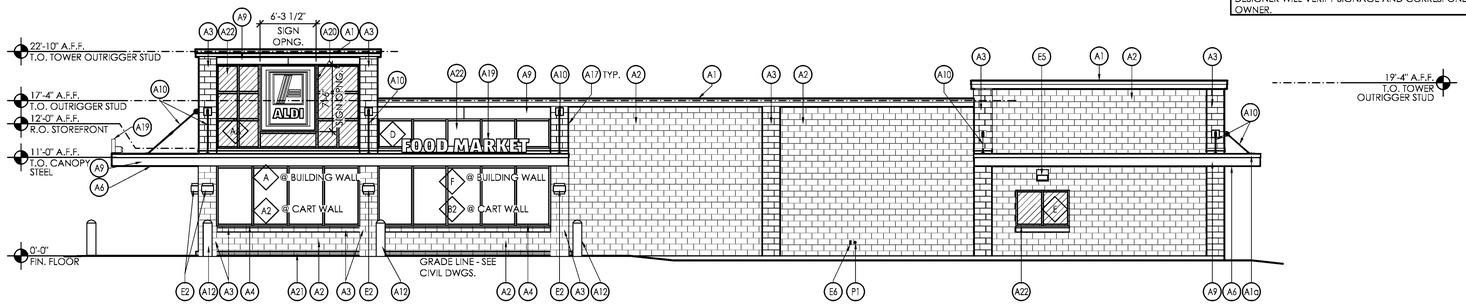
EXTERIOR FINISHES SCHEDULE

KEY	MATERIAL / MFG.	COLOR / NO.	NOTES
A1	GRAVEL STOP BY FIRESTONE	A1 - SLATE GRAY A1a - ANODIZED ALUMINUM	
A2	SPLIT FACE CMU	INTEGRAL COLOR- ALDI DARK BUFF (20 DB, 1/2" JET) BY A-1 BLOCK W/ INTEGRAL DRY BLOCK OR APPROVED EQUAL	
A3	SPLIT FACE CMU	INTEGRAL COLOR- ALDI AUTUMN (20 DB, 1/2" JET) BY A-1 BLOCK (SHADED ON ELEV.) W/ INTEGRAL DRY BLOCK OR APPROVED EQUAL	PILASTERS (SPLIT FACE), WINDOW SILLS (SMOOTH FACE)
A4	STOREFRONT	ANODIZED ALUM.	RE: DWG. A602
A5	TOWER PANELS BY PAC-CLAD	SLATE GRAY ALUMINUM .040 FLUSH PANELS	RE: DWG. A301/A302
A6	METAL SOFFIT PANELS	HALF VENTED PANELS - SEE SPECIFICATIONS	RE: DWG. A301-A304
A7	EXTERIOR PAINT BY SHERWIN-WILLIAMS	PT-10 / CL-5	
A8	NOT USED		
A9	ALUMINUM COMPOSITE PANEL	BRIGHT SILVER	PROVIDE PANEL JOINTS ABOVE WINDOW AS SHOWN ON DRAWINGS
A10	SUPPORT RODS		
A11	BLRD-2	PT-10 / CL-4	
A12	BLRD-4		12" DIA. A 36" (H) DOME BOLLARD MODEL #TF6027
A13	GUARD RAIL TYPE "A"	PT-11 / CL-5	RE: A3/A503
A14	GUARD RAIL TYPE "B"	PT-11 / CL-5	RE: A3/A503
A15	CART RAIL & STARTER POST	GALVANIZED	
A16	DOCK LEVELER / SEAL AND BUMPERS	LEVELER - FACTORY FINISH / SEAL AND BUMPERS - FACTORY FINISH - BLACK	
A17	CONTROL JOINT		MAX 30' OC RE: DWG. A504
A18	OVERFLOW SCUPPER	PT-10 / CL-5	RE: D2/A502
A19	FOOD MARKET SIGNAGE	BY SIGN VENDOR	14'-2 3/4"w. x 1'-6"h.
A20	ALDI TOWER SIGN	BY SIGN VENDOR	6'-3 1/2"w. x 7'-6"h. SEE DETAIL D1/A504
A21	CONCRETE CART BUMPER	NATURAL	SEE STRUCTURAL DWGS
A22	FAUX WINDOW		SEE SHEET A602
E1	EXIT DISCHARGE LIGHT	EXTERIOR REMOTE EMERGENCY FIXTURE	MOUNT @ 7'-6" A.F.F.
E2	WALL SCONCE	FACTORY PAINT - PLATINUM SILVER	MOUNT @ 7'-6" A.F.F.
E3	EXTERNAL SIREN	FACTORY FINISH	MOUNT @ 12'-0" A.F.F.
E4	UTILITY METERING & C.T.	FACTORY FINISH	SEE ELECTRICAL
E5	EXTERIOR LIGHT	WALL PACK	E5 - MOUNT @ 12'-0" A.F.F. E5a - MOUNT @ 10'-0" A.F.F.
E6	EXTERIOR DUPLEX RECEPTACLE	FACTORY FINISH	MOUNT @ 1'-6" A.F.F.
F1	NOT USED		
M1	VENT GRILL	FACTORY FINISH	SEE MECHANICAL DWGS
P1	HOSE BIB	FACTORY FINISH	SEE PLUMBING DWGS
XX	STOREFRONT KEY	ANODIZED ALUMINUM	SEE A602

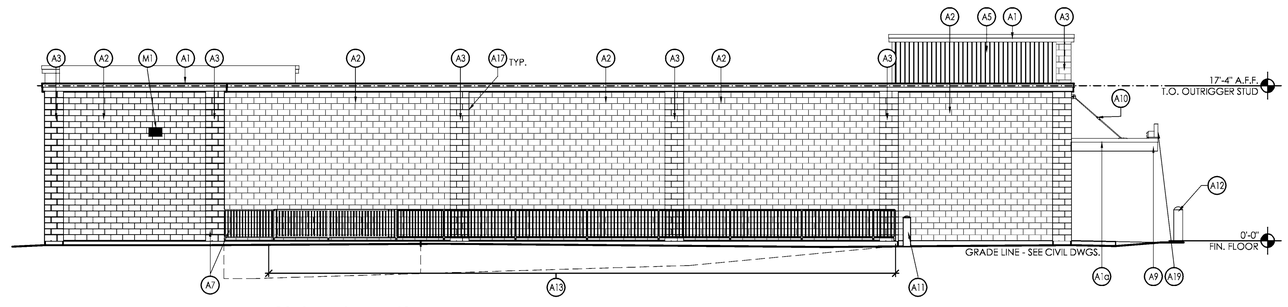
LEGEND	
	FAUX WINDOW

SIGNAGE			
DESCRIPTION	QUANTITY	SQ. FT. PER SIGN	TOTALS
TOWER SIGN	2	46.6	93.2
FOOD MARKET SIGN	2	21.3	42.6
TOTAL SIGNAGE			135.8

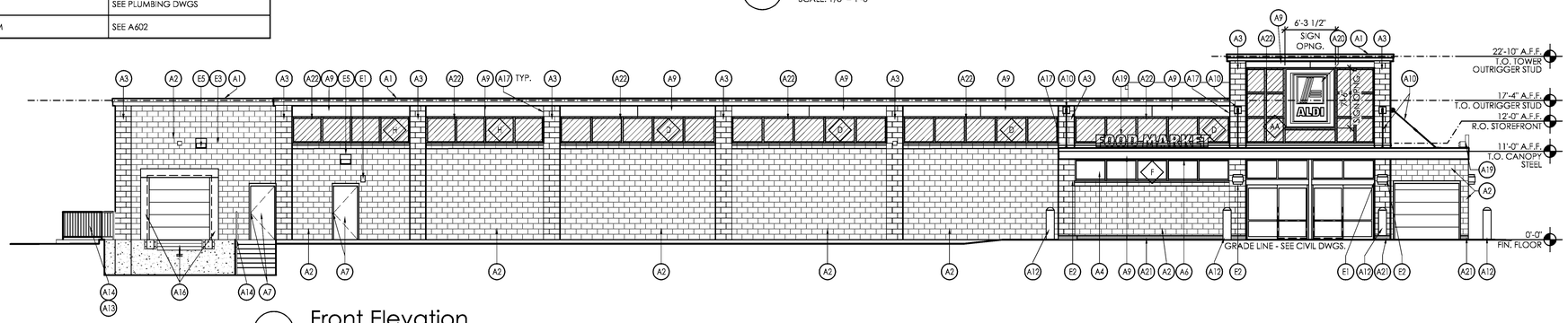
SIGNAGE IS SHOWN FOR REFERENCE ONLY AND SHALL BE UNDER SEPARATE PERMIT SUBMITTAL AFTER BUILDING PERMIT HAS BEEN ISSUED. SIGNAGE DESIGNER WILL VERIFY SIGNAGE AND CORRESPONDING SUPPORTS WITH OWNER.



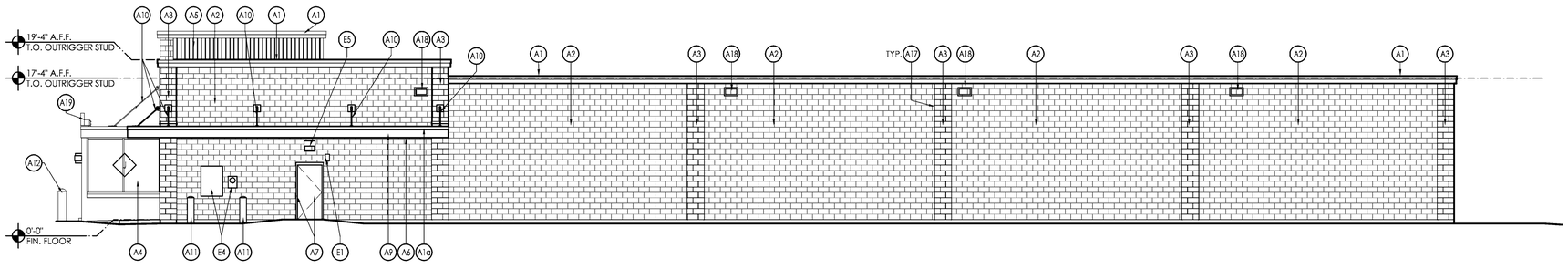
4 Side Elevation
SCALE: 1/8" = 1'-0"



3 Side Elevation
SCALE: 1/8" = 1'-0"



2 Front Elevation
SCALE: 1/8" = 1'-0"



1 Rear Elevation
SCALE: 1/8" = 1'-0"

Revisions:		Date:
	OWNER REVIEW	04-26-12
	PERMIT SUBMITTAL	01-03-13
	--	

Seal
MICHAEL E. LYNCH
FL # 19661

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ALDI Food Store #91
Deerfield Beach
747 S. Federal Hwy
Deerfield Beach, FL
City of Deerfield Beach
Project Name & Location:

Exterior Elevations
Drawing Name:

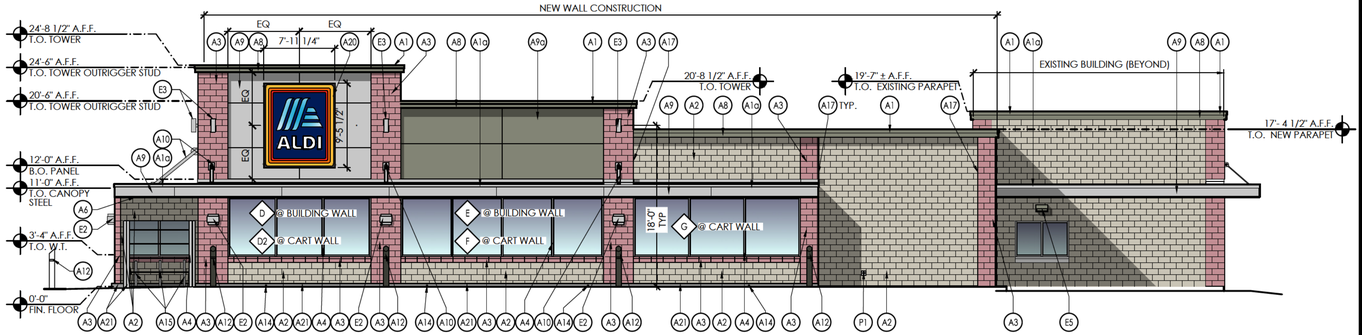
Date: 03-07-12	Project No. 2110324
Type: V4.0-RHSD	
Drawn By: CD	A-201
Scale: As Noted	Drawing No.

EXTERIOR FINISH SCHEDULE

KEY	MATERIAL / MFG.	COLOR / NO.	NOTES
A1	PREFINISHED METAL COPING	A1 - SLATE GRAY A1a - SILVER METALLIC	SEE SPECIFICATIONS
A2	SPLIT FACE CMU	INTEGRAL COLOR - ALDI DARK BUFF (20 DB 1/2" JET) BY A-1 BLOCK W/ INTEGRAL DRY BLOCK OR APPROVED EQ.	FIELD
A3	SPLIT FACE CMU	INTEGRAL COLOR - ALDI AUTUMN (20 DB 1/2" JET) BY A-1 BLOCK (SHADED ON ELEV.) W/ INTEGRAL DRY BLOCK OR APPROVED EQUAL	PILASTERS AND WINDOW SILLS - SILL BLOCKS ARE SLOPED U.N.O. - REF DETAIL C2/AA502
A4	STOREFRONT	ANODIZED ALUM.	RE: DWG. A602
A5	MEMBRANE ROOFING	GRAY	AT BACK OF ALDI LOGO SIGN TOWER FOOD MARKET SIGN TOWER AND CANOPY ROOF - SEE SPECIFICATIONS
A6	METAL SOFFIT PANELS	SOLID PANELS - SEE SPEC SILVER METALLIC	RE: DWG. A301-A305
A7	EXTERIOR PAINT		RE: DWG. A603
A8	.04 ALUM. BREAK METAL WRAP	AT - SLATE GRAY	
A9	ALUMINUM COMPOSITE PANEL	A9 - BRIGHT SILVER A9a - SLATE GRAY	PROVIDE PANEL JOINTS AS SHOWN - PROVIDE ONE PIECE TIGHT FIT EXTRUDED MOLDING INSTALLATION SYSTEM WITH CENTER REVEAL TRIM BETWEEN PANELS AND J TRIM AT PANEL EDGES.
A10	DIAGONAL HANGER ROD	STAINLESS STEEL ROD HANGERS AND GUSSET PLATES. PAINT NON-SS ITEMS PT-19/CL-5	RE: STRUCT DWGS
A11	SPLIT FACE CMU INFILL	INTEGRAL COLOR - ALDI DARK BUFF (20 DB 1/2" JET) BY A-1 BLOCK W/ INTEGRAL DRY BLOCK OR APPROVED EQ.	INFILL EXIST OPENING - TOOTH IN CMU
A12	BLRD-4	CG-8106 BK CHROMA HSE PE	RE: DWG A603
A13	DOCK SEALS	FACTORY FINISH - BLACK	
A14	2" DIA SCHE. PVC WEEPS		SEE A1/A401
A15	BLRD-3	GALVANIZED	RE: DWG A603
A16	NOT USED		
A17	CONTROL JOINT		MAX 30' OC RE: DWG. A503
A18	NOT USED		
A19	NOT USED		
A20	ALDI TOWER SIGN	BY SIGN VENDOR	7'-11 1/4" w. x 9'-5 1/2" h. SEE DETAIL C3/A503 VERIFY SIGN SIZE PRIOR TO FRAMING OPENING
A21	CRTB	NATURAL	RE: DWG A603 - SEE STRUCTURAL DWGS
A22	NOT USED		
A23	NOT USED		
A24	KNOX BOX	FACTORY FINISH	CONFIRM TYPE AND LOCATION WITH LOCAL FIRE MARSHAL
A25	AUTO DOOR & TRANSOM	ANODIZED ALUMINUM	RE. DWG A601 & A602
E1	EXIT DISCHARGE LIGHT	FACTORY FINISH	MOUNT @ 8'-0" A.F.F.
E2	WALL SCONCE	FACTORY FINISH	MOUNT @ 7'-6" A.F.F.
E3	CYLINDER WALL SCONCE	FACTORY FINISH	MOUNT HEIGHT SEE DIMENSION
E4	NOT USED		
E5	EXTERIOR WALL PACK	FACTORY FINISH	MOUNT @ 12'-0" A.F.F.
E6	EXTERIOR DUPLEX RECEPTACLE	FACTORY FINISH	MOUNT @ 1'-6" A.F.F. IN 4" SQUARE J-BOX
E7	JUNCTION BOX WITH COVER FOR FUTURE CARD READER		MOUNT CENTERED @ 42" A.F.F. - RE. SEE ELEC DWGS
F1	NOT USED		
F2	NOT USED		
P1	HOSE BIB	FACTORY FINISH	SEE PLUMBING DWGS
P2	NOT USED		
P3	NOT USED		
XX	STOREFRONT KEY	ANODIZED ALUMINUM	SHADED WINDOWS ARE SPANDREL - RE: DWG A602

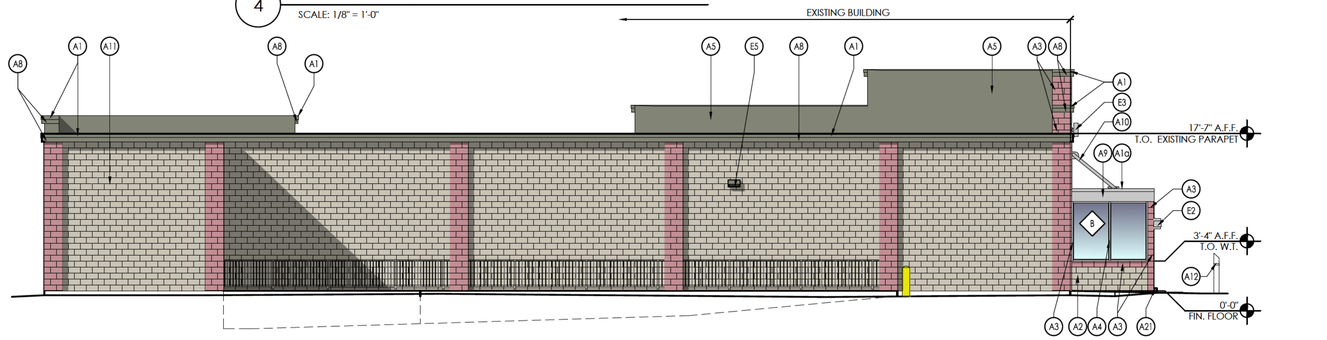
SIGNAGE			
DESCRIPTION	QUANTITY	SQ. FT. PER SIGN	TOTALS
TOWER SIGN	2	75.07	150.14
TOTAL SIGNAGE			150.14
SIGNAGE IS SHOWN FOR REFERENCE ONLY AND SHALL BE UNDER SEPARATE PERMIT SUBMITTAL			

LEGEND	
	SPANDREL WINDOW



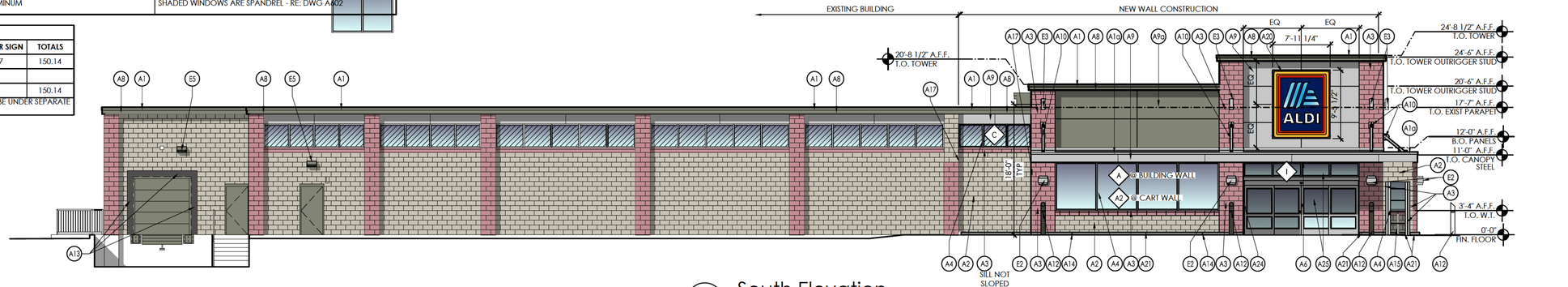
4 East Elevation

SCALE: 1/8" = 1'-0"



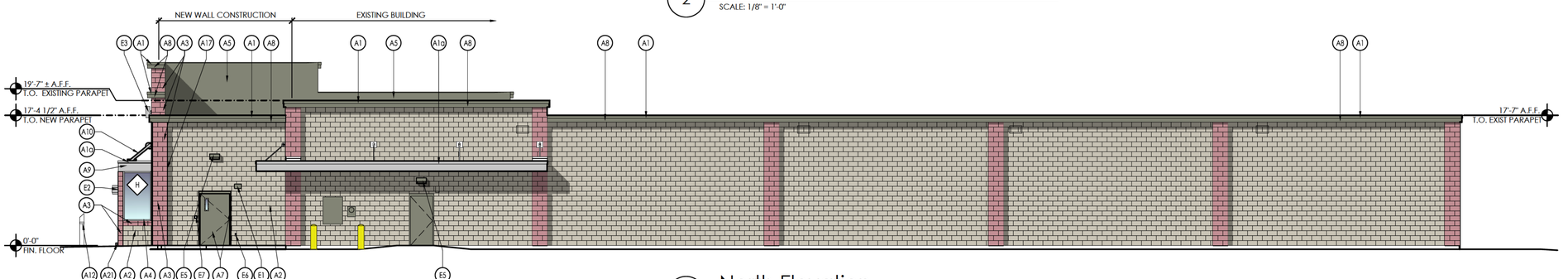
3 West Elevation

SCALE: 1/8" = 1'-0"



2 South Elevation

SCALE: 1/8" = 1'-0"



1 North Elevation

SCALE: 1/8" = 1'-0"

Issued:		Date:
A	Issued for Permit	02/07/20
B		
C		
D		
E		

Revisions:		Date:
1	Misc. Revisions	03/27/20
2	DRC Comment Rev3 Changes	09/11/2020
3		
4		
5		
6		
7		
8		
9		

Seal Seal

PROJECT ARCHITECT/ENGINEER DATE

PROJECT LEAD DATE

PROJECT DESIGNER DATE

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www.apd.com

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747 S. Federal Hwy
Deerfield Beach, FL 33441
Broward County
Project Name & Location:

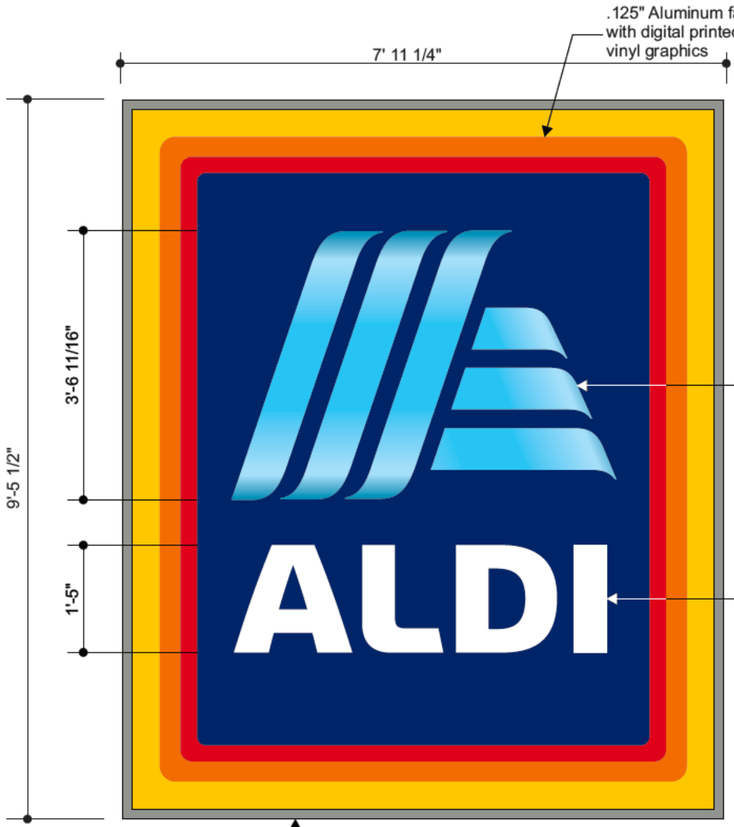
Exterior Elevations
Drawing Name:

Date: 02/07/20	Project No. 18-0348A
Type: RHSD-V4	
Drawn By: HAR	A-201
Scale: As Noted	Drawing No.

PLOTTED: 9/10/2020 6:06 PM

ALDI S/F Wall Sign

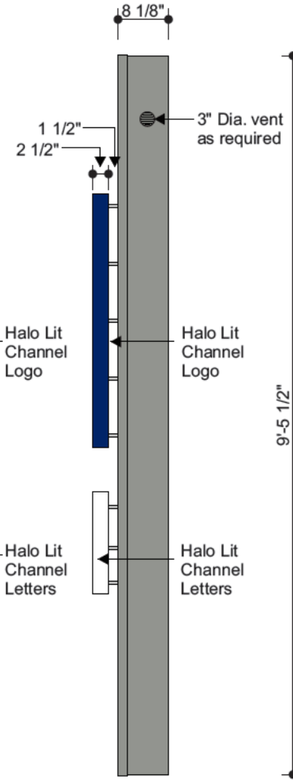
ALDI-SF-9X8-R-Custom



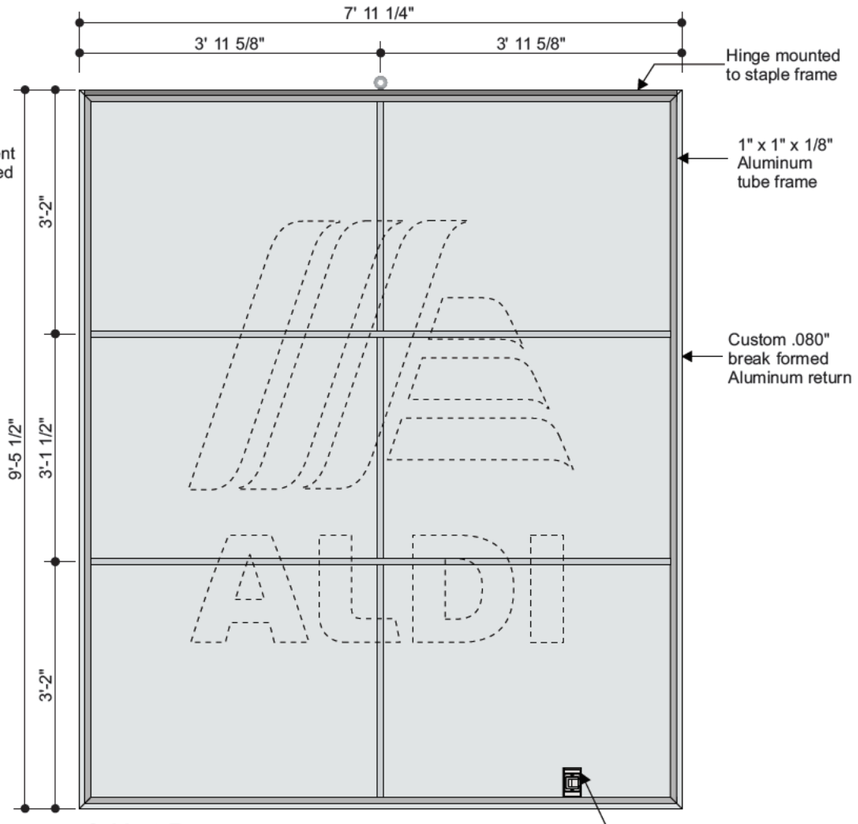
Front View
Scale: 1/2"=1' 0"

1 3/4" Retainer

75.07 Sq Ft



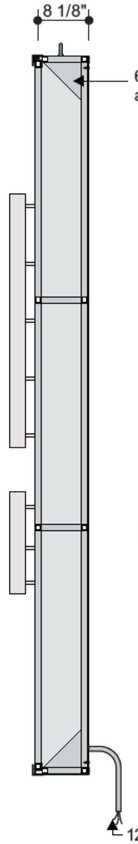
Side View
Scale: 1/2"=1' 0"

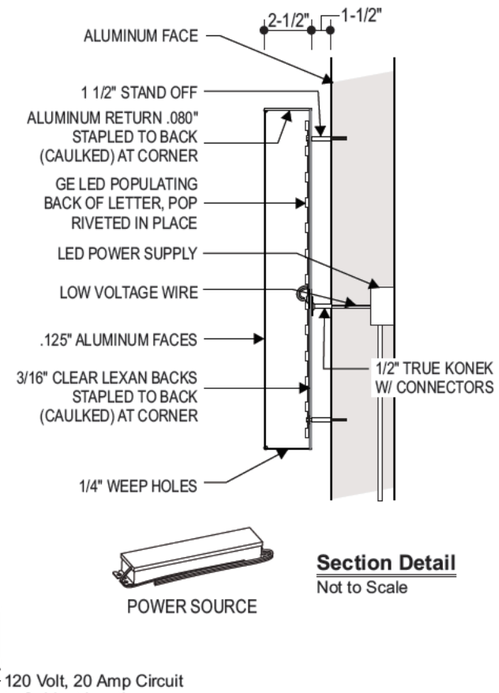


Cabinet Frame
Scale: 1/2"=1' 0"

Note:
Due to recessed installation, the UL48 label will be applied to the interior of the cabinet.

All Signs Equipped w/ U.L. Approved disconnect Switch as per NEC 600 2
Note: Disconnect switch to be mounted inside cabinet





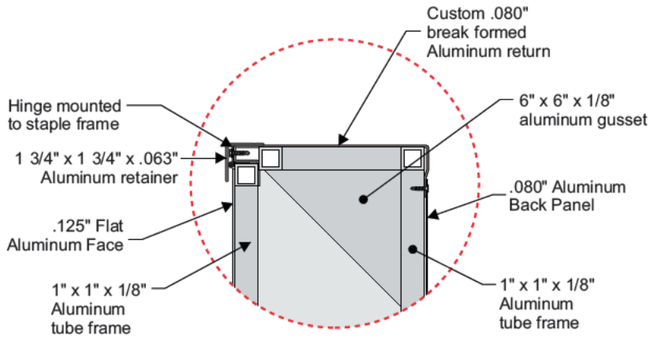
Section Detail
Not to Scale

General Specifications

Aluminum S/F Cabinet Spec'd As Indicated.
Flat aluminum faces with first surface Digital Printed Graphics.
Logo and letters will be halo lit channel letters.
Logo will have first surface Digital Printed Graphics.
Letter and Logo interior painted white.
White LED Illumination As Spec'd.

Hardware Mounting Chart

Note: Threaded Rod will be Provided Standard for All. Other Hardware Is to be Provided by the Installer As Req.	Masonry	Wood	Meta
1/4" Zinc Plated Steel Threaded Rod Thru Wall	●	●	●
3/8" Lags with Shields	●		
3/8" Lag Bolts		●	
3/8" Toggle Bolts			●



Section Detail
Not to Scale

Matthews Paint - Color Formula

MP 82088, Color name: ALDI SLATE GRAY
Version 1.0
Product: Ultra Low VOC Gloss

Cross reference color system PERSONA
Color ALDI SLATE GRAY

Intermediate Code	Intermediate Description	Grams Per Gallon	Accum	Grams Per 3/4 Gallon	Accum	Grams Per 1/2 Gallon	Accum
MAP-LVG202SP	WHITE	3425.3	3425.3	2569.0	2569.0	1712.7	1712.7
MAP-LVG923SP	BLACK	1052.2	4477.5	789.1	3358.1	526.1	2238.8
MAP-LVG942SP	GREEN YELLOW	358.9	4836.4	269.2	3627.3	179.5	2418.3
MAP-LVG947SP	SCARLET	183.5	5019.9	137.7	3765.0	91.8	2510.1
MAP-LVG917SP	YELLOW OXIDE	29.1	5049.0	21.9	3786.9	14.6	2524.7
	Totals:	5049.0		3786.9		2524.7	

Color Specifications

- Pantone 298 C RGB 85/195/240 RAL 670 6 CMYK 65/0/0/0
- Pantone 281 C RGB 0/0/95 RAL 5022 CMYK 100/85/0/50
- Pantone 2035 C RGB 215/0/0 RAL 3020 CMYK 0/100/100/5
- Pantone 3564 C RGB 255/120/0 RAL 2008 CMYK 0/63/100/0
- Pantone 7548 RGB 255/200/0 RAL 1023 CMYK 0/25/100/0
- Pantone 423 C Slate Grey ALDI Grey

Allen Industries FILE NUMBER:E212503 | Listed Electric Sign Complies with UL48 CSA C22.2 No.207 E212503 AI1 017510 | THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN. | GROUNDED ELECTRICAL CONNECTIONS

ALDI

Client Review Status

Allen Industries, Inc. requires that an " ☑ Approved" drawing be obtained from the client prior to any production release or production release revision.

☐ Approved ☐ Approved as Noted ☐ Revise & Resubmit

Name
Title Date

Declaration

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Date / Description

06/01/2020 Issue Date		Initial
-	1	-
-	2	-
-	3	-
-	4	-

Project Information

Client **ALDI #143 / OP021041**
425 Conchran St.
Simi Valley, CA 93065
File **OP021041_Simi Valley, CA_300**
Sales **House** Design **ZWB** PM **HS**

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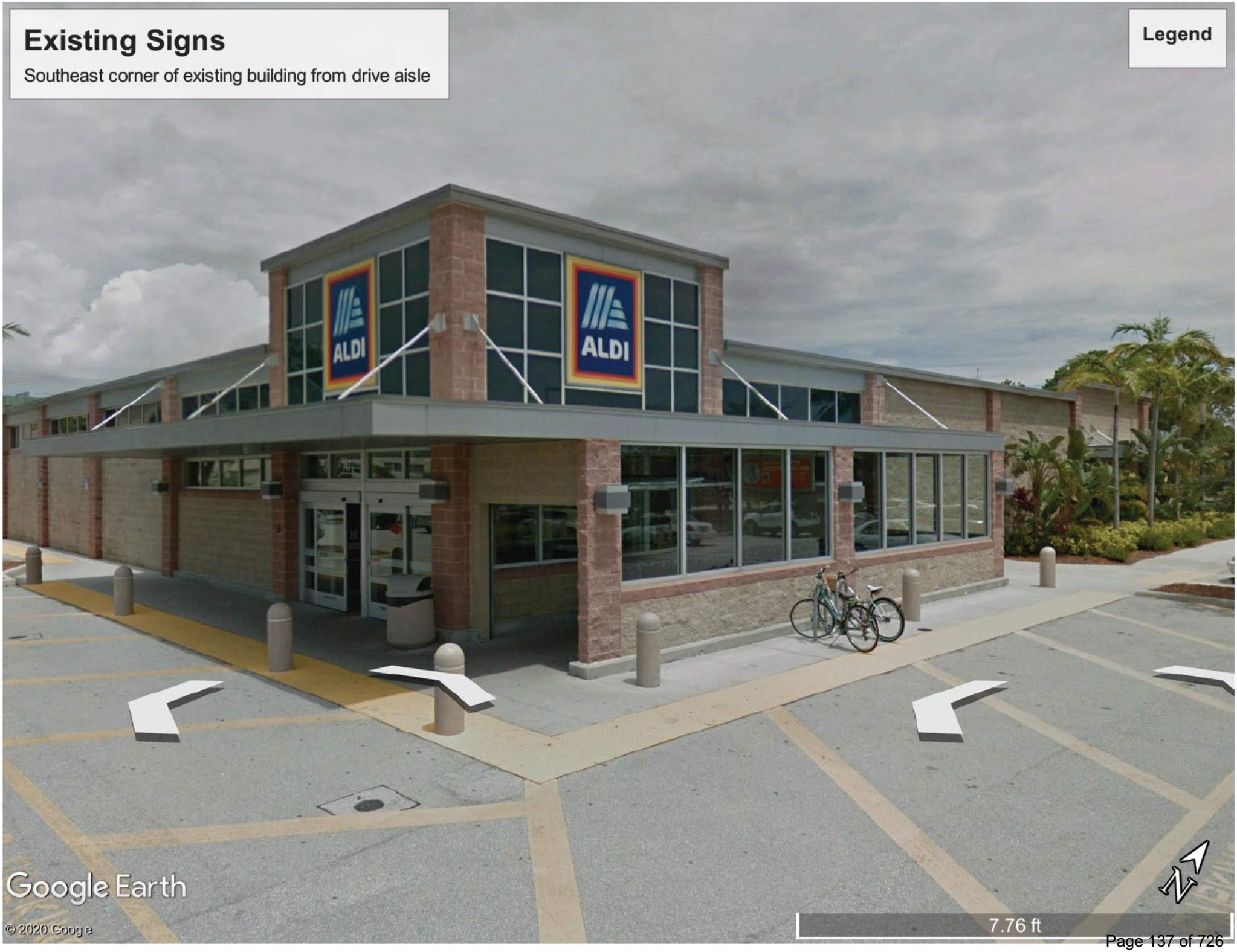
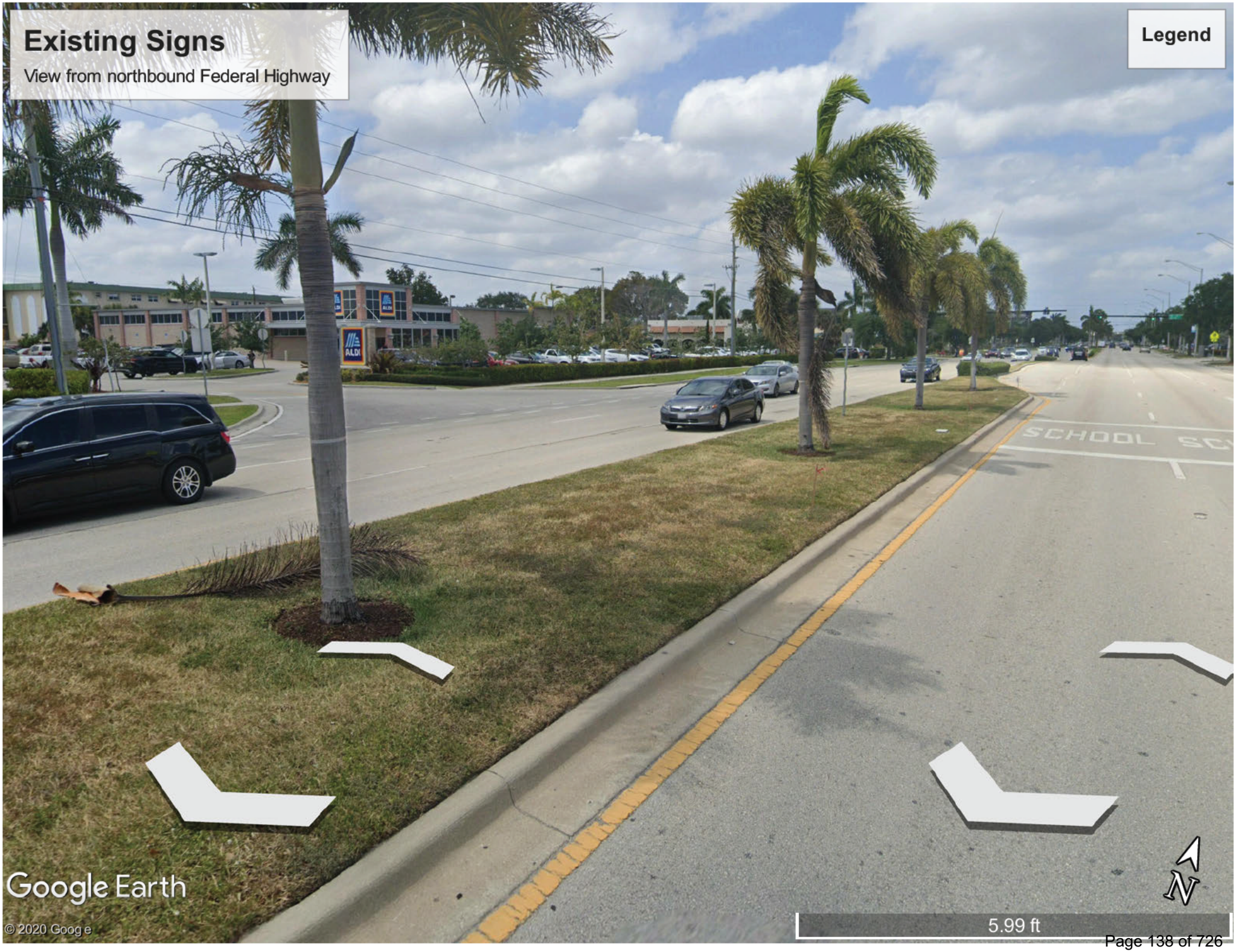
Existing Signs

Southeast corner of existing building from drive aisle




Existing Signs
View from northbound Federal Highway
Legend
ALDI
SCHOOL
Google Earth
© 2020 Google
5.99 ft
N

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-712

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

Agenda Date: 12/1/2020

Status: QUASI-JUDICIAL PUBLIC HEARINGS

In Control: City Commission

Title
P.H. 2021-020: APPLICATION NO. 20-RS5-1, CONDITIONAL USE CASE NO. 2521 AND VARIANCE CASE NO'S 2532 & 2533 (Project Name: Radiant Living Worship Center)

Recommended Action
Commission to vote on Resolution

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

Background/History
The Applicant, Radiant Living Worship Center, Inc., is seeking major site plan approval to construct a 4,992 square foot church and provide additional off-site parking at a neighboring lot, approximately 150 feet from the church site. The proposed church is located at 321, 331, and 341 NE 1st Avenue with a combined area of approximately 24,718 square feet (.5675 gross acres). The ancillary off-site parking is located at 411 NE 1st and is 15,889 square feet (.3648 gross acres). The church includes 150 seats within the sanctuary, multipurpose room, and administrative offices. A total of 52 parking spaces are proposed on the subject parcels with 22 parking spaces on the church site and 30 parking spaces on the ancillary site.

The subject parcels are located in the RS-5 (Residence, Single Family) zoning district and within the Pioneer Grove Special Architectural District. Pioneer Grove Design Standards have been incorporated into the proposed architectural design of the building and throughout the site.

The proposed church use (place of worship) requires Conditional Use approval by the City Commission (Case No. 2521), which is being reviewed concurrently with the site plan.

Additionally, the Applicant is requesting two (2) variances from the requirements of the Deerfield Beach Land Development Code, as follows:
1. Variance Case No. 2532 from Section 98-77(3) for the required screening of a concrete wall when a nonresidential use directly abuts a residential use or zone
2. Variance Case No. 2533 from Section 98-19(18) for the required curb, gutter, and drainage improvements to the right of way

The Applicant is proposing to mitigate the effects of the variance requests by providing landscaping that exceeds the minimum requirements by Code and dedicating a public access easement along NE

1st Avenue. Apart from the variance requests listed above, the proposed development complies with all other requirements within the Land Development Code.

It is important to note a site plan application (Application No. 08-RS5-6) for a 9,608 square foot church was submitted by the Applicant and received approval by City Commission on October 8, 2008; it later was heard before the Commission and approved for an extension in 2010, which has since expired.

A daily trip generation study was submitted and since trip generation for the proposed development did not exceed 500 trips per day, a traffic analysis was not required for the proposed scope of work.

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

On September 23, 2020, the Community Appearance Board approved the proposed development plan.

On November 5, 2020, the Planning and Zoning Board voted to recommend approval of the application.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN FROM RADIANT LIVING WORSHIP CENTER, INC., TO CONSTRUCT A 4,992 SQUARE FOOT CHURCH LOCATED AT 321, 331 AND 341 NE 1ST AVENUE WITHIN THE RS-5 RESIDENCE, SINGLE FAMILY ZONING (APPLICATION NO. 20-RS5-1); APPROVING A CONDITIONAL USE APPLICATION TO PERMIT A CHURCH WITHIN THE RS-5 RESIDENCE, SINGLE-FAMILY ZONING DISTRICT (CASE NO. 2521); APPROVING A VARIANCE FROM THE CODE REQUIREMENT TO CONSTRUCT A 6 FOOT CONCRETE WALL WHEN A NONRESIDENTIAL USE IS LOCATED WITHIN A RESIDENTIAL ZONE AND A VARIANCE FROM THE CODE REQUIREMENT TO PROVIDE CURB, GUTTER, AND DRAINAGE IMPROVEMENTS TO THE PUBLIC RIGHT-OF-WAY (CASE NOS. 2532 AND 2533); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 20-RS5-1 (the "Site Plan Application") has been submitted to the City by Radiant Living Worship Center, Inc. (the "Applicant") seeking site plan approval to construct a 4,992 square foot church on the properties located at 321, 331 and 341 NE 1st Avenue within the RS-5 Residence, Single Family Zoning District (the "Church"); and

WHEREAS, the proposed Church site consists of three parcels totaling approximately 24,718 square feet, legally described as W L BRACKNELL SUB 5-24 PB LOT 12 , LOT 9 , LOT 8 AND 31-47-43 BEG 75 W OF SE COR OF W1/2 OF NE1/4 OF SW1/4 OF SW1/4,N 50,W 75,S 50,E 75 TO POB & S 363 OF W1/2 OF NE1/4 OF SW1/4 OF SW1/4 LESS:COMM AT SE OF SAID W1/2,N, as more particularly described in the file, and located at 321, 331 and 341 NE 1st Avenue, Deerfield Beach, Florida (the "Property"); and

WHEREAS, the Applicant has also submitted an application seeking a conditional use approval for the Church, which is included as a companion to the Site Plan Application (Case No. 2521) (the "Conditional Use Application"); and

WHEREAS, pursuant to Section 98-57(c)(2) of the Deerfield Beach Land Development Code ("LDC"), a place of worship is allowable as a Conditional Use within the RS-5 Zoning District, subject to compliance with the specified dimensional and density requirements; and

WHEREAS, the Applicant submitted an Application (the "Variance Application") requesting the following two variances in connection with the Church: (i) a variance from LDC Section 98-77(3) that requires screening of a concrete wall when a nonresidential use directly abuts a residential use or zone (Case No. 2532), and (ii) a variance from LDC Section 98-19(18) that requires curb, gutter, and drainage improvements to the right of way (Case No. 2533)(collectively, the "Variances"); and

WHEREAS, the Site Plan Application provides for 22 parking spots on the Property with an additional 30 spots (total of 55 spaces) of off-site parking at a neighboring lot located at 411 NE 1st St. approximately 150 feet from the Property; and

WHEREAS, the Site Plan Application for the Church was approved by the Community Appearance Board on September 23, 2020, and was reviewed by the Planning and Zoning Board and recommended for approval on November 5, 2020; and

WHEREAS, the City Commission has determined that the Applicant has demonstrated compliance with the requirements of Section 98-57(c)(2) of the Deerfield Beach Land Development Code for the granting of a conditional use; and

WHEREAS, the City Commission has reviewed and received testimony on the Variances and determined that a hardship as well as the other requisites to a variance have been demonstrated by the Applicant as required by Section 98-116(f)(2) of the Land Development Code of the City of Deerfield Beach; and

WHEREAS, based upon the evidence in the record and presented at the hearing before the City Commission, with the exception of the concrete wall requirement and curb, gutter and drainage right of way improvements for which the Applicant has requested Variances, the City Commission finds that all applicable Land Development Code requirements have been met, the Site Plan Application is consistent with the City's Comprehensive Plan and approval of the Site Plan Application and Conditional Use Application is in the best interests of the City.

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

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

Section 2. The Variance Application requesting: (i) a variance from LDC Section 98-77(3) that requires screening of a concrete wall when a nonresidential use directly abuts a residential use or zone, and (ii) a variance from LDC Section 98-19(18) that otherwise requires curb, gutter, and drainage improvements to the public right of way is hereby approved.

Section 3. The Conditional Use Application seeking approval for the 4,992 square foot Church in the RS-5 Residence, Single Family Zoning District is hereby approved, subject to all requirements set forth in the DRC report, dated November 6, 2020, which shall be deemed conditions of this approval and shall be satisfied.

Section 4. The Site Plan Application is hereby approved, subject to all requirements set forth in the DRC report, dated November 6, 2020, which shall be deemed conditions of this approval and shall be satisfied.

Section 5. All resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 6. 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 7. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

_____
BILL GANZ, MAYOR

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN FROM RADIANT LIVING WORSHIP CENTER, INC., TO CONSTRUCT A 4,992 SQUARE FOOT CHURCH LOCATED AT 321, 331 AND 341 NE 1ST AVENUE WITHIN THE RS-5 RESIDENCE, SINGLE FAMILY ZONING (APPLICATION NO. 20-RS5-1); DENYING A CONDITIONAL USE APPLICATION TO PERMIT A CHURCH WITHIN THE RS-5 RESIDENCE, SINGLE-FAMILY ZONING DISTRICT (CASE NO. 2521; DENYING A VARIANCE FROM THE CODE REQUIREMENT TO CONSTRUCT A 6 FOOT CONCRETE WALL WHEN A NONRESIDENTIAL USE IS LOCATED WITHIN A RESIDENTIAL ZONE AND DENYING A VARIANCE FROM THE CODE REQUIREMENT TO PROVIDE CURB, GUTTER, AND DRAINAGE IMPROVEMENTS TO THE PUBLIC RIGHT-OF-WAY (CASE NOS. 2532 AND 2533); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 20-RS5-1 (the "Site Plan Application") has been submitted to the City by Radiant Living Worship Center, Inc. (the "Applicant") seeking site plan approval to construct a 4,992 square foot church on the properties located at 321, 331 and 341 NE 1st Avenue within the RS-5 Residence, Single Family Zoning District (the "Church"); and

WHEREAS, the proposed Church site consists of three parcels totaling approximately 24,718 square feet, legally described as W L BRACKNELL SUB 5-24 PB LOT 12 , LOT 9 , LOT 8 AND 31-47-43 BEG 75 W OF SE COR OF W1/2 OF NE1/4 OF SW1/4 OF SW1/4,N 50,W 75,S 50,E 75 TO POB & S 363 OF W1/2 OF NE1/4 OF SW1/4 OF SW1/4 LESS:COMM AT SE OF SAID W1/2,N, as more particularly described in the file, and located at 321, 331 and 341 NE 1st Avenue, Deerfield Beach, Florida (the "Property"); and

WHEREAS, the Applicant has also submitted an application seeking a conditional use approval for the Church, which is included as a companion to the Site Plan Application (Case No. 2521) (the "Conditional Use Application"); and

WHEREAS, the Applicant also submitted an Application (the "Variance Application") requesting the following two variances in connection with the Church: (i) a variance from LDC Section 98-77(3) that requires screening of a concrete wall when a nonresidential use directly abuts a residential use or zone (Case No. 2532), and (ii) a variance from LDC Section 98-19(18) that requires curb, gutter, and drainage improvements to the right of way (Case No. 2533)(collectively, the "Variances"); and

WHEREAS, the City Commission has reviewed and received testimony on the Site Plan Application, Conditional Use Application and Variance Application; and

WHEREAS, after reviewing the Variance Application and the testimony submitted, the City Commission has determined that the Applicant has not satisfied the requirements as set forth in Section 98-116(f)(2) of the City's Land Development Code for a variance; and

WHEREAS, the City Commission finds that the Site Plan Application and Conditional Use Application for the Property without the Variances fails to satisfy the requirements of Section 98-77(1) of the City of Deerfield Beach Land Development Code.

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 Case Nos. 2532 and 2533 fail to satisfy the requirements for a variance as set forth in Section 98-116(f)(2) of the City's Land Development Code. Therefore, the Variance Application is hereby denied.

Section 3. The Site Plan Application and Conditional Use Application are hereby denied based upon the failure to meet the requirements of Sections 98-77(3) and 98-19(18) of the City of Deerfield Beach Land Development Code.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

_____
BILL GANZ, MAYOR

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

Deerfield Beach
Florida

PUBLIC HEARING NOTICE

November 20, 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. 2021-020: APPLICATION NO. 20-RS5-1, CONDITIONAL USE CASE NO. 2521 AND VARIANCE CASE NO'S 2532 & 2533 (Project Name: Radiant Living Worship Center)

Applicant: **Radiant Living Worship Center, Inc. represented by Juliette Schiff of Asante Design Group, LLC.**

Proposal: Major site plan application seeking approval to construct a 4,992 square foot church with additional off-site parking; Conditional Use application (Case No. 2521) to permit a church in the RS-5 (Residence, Single-Family) zoning district; AND seeking approval of two (2) variances (Case Nos. 2532 and 2533) from the Deerfield Beach Land Development Code to 1) waive the requirement to construct a 6 foot concrete wall when a nonresidential use is located within a residential zone as required by Code Section 98-77(3), and 2) waive the requirement to provide improvements to the curbs, gutters, and drainage as required by Code Section 98-19(18).

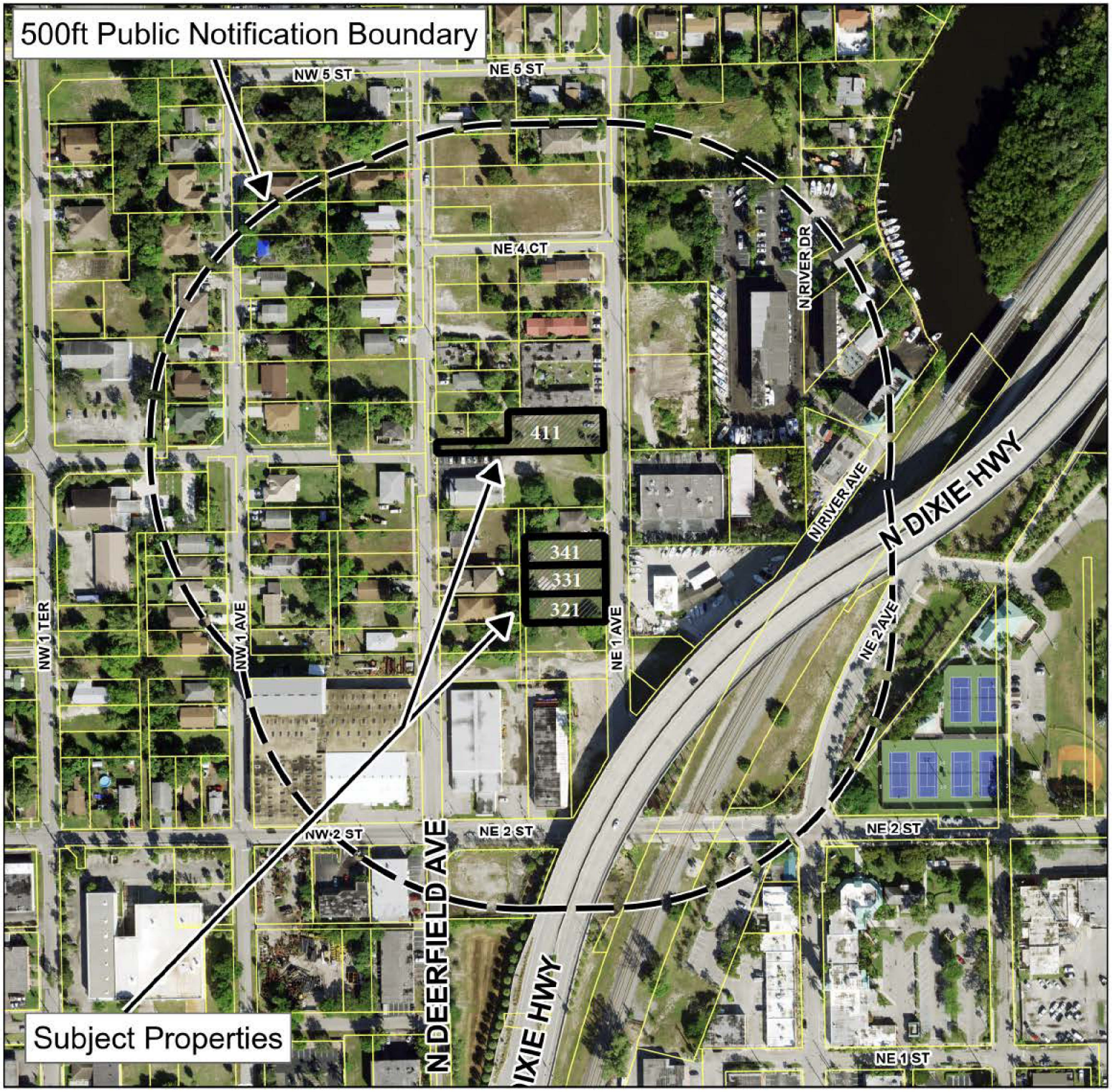
Location: The property is generally described as several parcels of land in W L BRACKNELL SUB 5-24 PB LOT 12 , LOT 9 , LOT 8 AND 31-47-43 BEG 75 W OF SE COR OF W1/2 OF NE1/4 OF SW1/4 OF SW1/4,N 50,W 75,S 50,E 75 TO POB & S 363 OF W1/2 OF NE1/4 OF SW1/4 OF SW1/4 LESS:COMM AT SE OF SAID W1/2,N, more particularly described in the file, and located at **321, 331, 341, & 411 NE 1st Avenue.**

A public hearing will be held on **TUESDAY, DECEMBER 1, 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

Major Site Plan Application 20-RS5-1
Conditional Use No. 2521
Variance Case No. 2532 & 2533

321, 331, 341, & 411 NE 1st Ave.

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

0 150 300 Feet

Deerfield Beach
Florida

Development Review Committee
Summary Report
Development Plan Application Review

General Information

Application No.	20-RS5-1
Project Name:	Radiant Living Worship Center
Applicant:	Radiant Living Worship Center, Inc.
Agent:	Juliette Schiff of Asante Design Group, LLC
Requested Action/Description:	Major site plan application seeking approval to construct a 4,992 square foot church with additional off-site parking.
Location:	321, 331, 341, & 411 N.E. 1st Ave.
Legal Description:	W L BRACKNELL SUB 5-24 PB LOT 12, LOT 9, LOT 8 & 31-47-43 BEG 75 W OF SE COR OF W1/2 OF NE1/4 OF SW1/4 OF SW1/4,N 50,W 75,S 50,E 75 TO POB & S 363 OF W1/2 OF NE1/4 OF SW1/4 OF SW1/4 LESS:COMM AT SE OF SAID W1/2,N, more particularly described in the file
Size:	.9323 acres (gross area of combined lots)
Existing Zoning:	RS-5 (Residence, Single Family)
Existing Use:	Vacant land
Future Land Use Plan Designation:	Residential Low (5 DU/AC)

Surrounding Land Use and Zoning:

	Existing Land Use:	**Zoning:**
North:	Single Family Residences	RS-5 (Residence, Single Family)
East:	Commercial/Vacant (Vista Clara Apartments)	PDD (Planned Development District)/B-3 (General Business)
South:	Vacant Land/Single Family Residences	RS-5 (Residence, Single Family)
West:	Single Family Residences	RS-5(Residence, Single Family)

Applicable Regulations:	Deerfield Beach Land Development Code
Plat Restrictions:	N/A

Department Comments & Requirements

REQUEST:

The Applicant, Radiant Living Worship Center, Inc., is seeking major site plan approval to construct a 4,992 square foot church and provide additional off-site parking at a neighboring lot, approximately 150 feet from the church site. The proposed church is located at 321, 331, and 341 NE 1st Avenue with a combined area of approximately 24,718 square feet (.5675 gross acres). The ancillary off-site parking is located at 411 NE 1st and is 15,889 square feet (.3648 gross acres). The church includes 150 seats within the sanctuary, multipurpose room, and administrative offices. A total of 52 parking spaces are proposed on the subject parcels with 22 parking spaces on the church site and 30 parking spaces on the ancillary site.

BACKGROUND:

The subject parcels are located in the RS-5 (Residence, Single Family) zoning district of the Deerfield Beach Land Development Code and within the Pioneer Grove Special Architectural District. Pioneer Grove Design Standards have been incorporated into the proposed architectural design of the building and throughout the site.

The following applications are also in review and subject to City Commission approval to accommodate the proposed development:

- Conditional Use Application No. 2521 for the proposed use of the site as a place of worship;
- Variance Case No. 2532 from Section 98-77(3) for the required screening of a concrete wall when a nonresidential use directly abuts a residential use or zone; and,
- Variance Case No. 2533 from Section 98-19(18) for the required curb, gutter, and drainage improvements to the right of way

The Applicant is proposing to mitigate the effects of the variance requests by providing landscaping that exceeds the minimum requirements by Code and dedicating a public access easement along NE 1st Avenue.

It is important to note a site plan application (Application No. 08-RS5-6) for a 9,608 square foot church was submitted by the Applicant and received approval by the City Commission on October 8, 2008. That application received approval for an extension of the Development Order in 2010 but has since expired.

A daily trip generation analysis was submitted and since trip generation for the proposed development did not exceed 500 trips per day, a traffic study was not required for the proposed scope of work.

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

On September 23, 2020, the Community Appearance Board approved the proposed development plan.

On November 5, 2020, the Planning and Zoning Board voted to recommend approval of the application.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

The application has been reviewed by the Development Review Committee (Planning & Zoning, Landscape, Environmental Services, Sustainable Management, Fire Rescue). All staff comments have been addressed. Other than the variance requests listed above and subject to approval of the requests, the application is considered to be in compliance with the Land Development Code. Staff DRC comments are attached to this report.

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan: Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation identifies the parcel as Residential Low (5 DU/AC). The proposed use of the site as a place of worship is permitted within this designation and in compliance with the Deerfield Beach Comprehensive Plan FLU element.

2. Land Development Requirements: Pursuant to the City of Deerfield Beach official zoning map, the subject property is located within the RS-5 zoning district. Pursuant to the Deerfield Beach Land Development Regulations, the proposed development as a place of worship is permitted as a conditional use subject to approval of the City Commission.

3. Findings of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning; Per Section 98-17(15), there must be a finding of compatibility as defined in the Land Development Regulations, between adjacent and neighboring uses (500 feet) and the proposed development. By definition, compatibility is to be measured based on the following compatibility characteristics of the proposed development in relationship to the immediate surrounding area:

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

   The proposed development is permitted as a conditional use in the RS-5 zoning district subject to City Commission approval. The adjacent uses, structures and activities surrounding the parcel include a mix of single and multi family residential uses to the west and north, as well as an existing place of worship. Adjacent uses to the east and south include commercial (warehouse/storage) and vacant land.

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

   The proposed layout of the site plan demonstrates a new church facility with on- and off-site parking, and pedestrian/traffic circulation. The height of the principal structure is 24'-1" feet with a gross floor area of 4,992 square feet. It is proposed to be setback 25'-0" feet from the front property line (SW 1st Avenue), 15'-0" feet from the rear property line, 9'-6" feet from the north side property line, and 90'-6" feet from the south side property line.

   The proposed location, dimensions, height and floor area of the building are considered compatible with the surrounding industrial area and comply with the Land Development Regulations.

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

Two-way access is proposed along NE 1st Ave for the proposed church site and the ancillary off-site parking lot, and overflow parking is located approximately 150 feet away from the proposed church.

The site plan proposes 22 parking spaces on site, and 30 parking spaces within the lot designated for off-site parking for a total of 52 spaces, exceeding the 40 required by Code.

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

The level of intensity for the proposed use will increase since the properties are currently vacant land. However, the proposed use of the site as place of worship is generally consistent with the surrounding area and minimal impacts are expected. An existing place of worship is located adjacent to the 441 NE 1st Avenue parcel.

A trip generation analysis was submitted by the Applicant concluding that the traffic impact was minimal with an estimated 33 daily trips, two (2) AM peak trips and two (2) PM peak hour trips during the weekday. On Sundays, there are an estimated 131 daily trips with 47 peak hour trips.

The proposed hours of operation are Sunday with prayer services at 8:30 A.M., 11:00 A.M., and 6:00 PM; Monday for administrative meetings; and additional prayer services and church studies on Wednesdays and Thursdays.

The proposed outdoor lighting is in compliance with lighting standards in the Code.

(e) Alteration of light and air;

The proposed development is not anticipated to impact light and airflow. The principle use is proposed within the fully enclosed structure.

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

The proposed site plan meets the required building setbacks of the RS-5 (Residence, Single Family) zoning district, with principal building setbacks measuring approximately 25 feet from the east property line, 15 feet from the west property line, 9’-6” feet from the north property line, and 90’-6” feet from the south property line. The Applicant is requesting a variance from Code Section 98-77(3) for the required concrete wall; however, additional perimeter landscaping is proposed in an effort to minimize the impacts of the request. The proposed landscaping and related screening are included on the plans.

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

Although the intensity of the use on the existing site will increase due to the proposed development of the site as place of worship, there are no outside activities proposed that would affect surrounding residences or propose significant risk to adjoining uses or the safety and security of children.

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

There are no uses proposed that would pose a risk to single family residences within 500 feet of the subject property. As the proposed church is permitted as a conditional use within the residential zoning district, it is an activity that is in harmony with the surrounding residences.

STAFF SUMMARY:

Staff's review of application 20-RS5-1 has found that, subject to City Commission approval of the concurrent conditional use and variance applications, the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan and City 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.

DEVELOPMENT REVIEW COMMITTEE

Project Name:	**Radiant Living Worship Center**	**Application No.:**	**20-RS5-1**
Reviewer Name:	**Jenna Lane**	**Project Address:**	**321, 331, 341, & 411 NE 1st Ave**
Department/Division:	**Planning & Zoning**		
Position:	**Planner**		
Date of Review:	**10-9-20**		
Submittal No.:	**5**		

A.	**APPLICATION / GENERAL COMMENTS:**
1.	Update application to include all four properties; only two were listed. The addresses can be updated in person upon resubmittal. Provide all addresses on the application forms, plans and other supporting documents.
1.a.	Comment addressed.
2.	Agent signature for Juliette Schiff is required on application. Completed disclosure affidavit is also required. Per Code Section 98-13(b) disclosure affidavits must be submitted for the agent and property owner. Perry Ecton must complete a disclosure affidavit, as well. Additionally, responses to disclosure affidavit are required. Applicant may state "None" or "N/A" for responses as applicable. Revise the property owner's disclosure affidavit to ensure it is completed in full.
2.a.	Comment partially addressed. Completed disclosure affidavit is required from Juliette Schiff.
2.b.	Comment partially addressed. A copy of the disclosure affidavit was submitted. Provide the original disclosure affidavit.
2.c	Comment addressed.
3.	Revise cover letter to include property address referenced for overflow parking.
3.a.	Comment not addressed. Cover letter does not include property address for property referenced for overflow parking.
3.b.	Comment addressed.
4.	Impact Fees to be determined with resubmittal. Per the requirements of Chapter 98-17.1 the applicant is required to pay impact fees for Public Safety and Parks. Payment of these fees are due at the time of Building permit submittal. Please note that if the project changes in size or intensity, the below calculations may also change. A impact fee calculation sheet will be given to the applicant when the project is complete. 1. Fire Rescue $ 230.68 2. Police $ 475.94

	3. Parks $ N/A
4.a.	Comment acknowledged.
5.	All resubmittals shall be provided with a written narrative responding to all comments.
5.a.	Comment not addressed. Response sheet was only provided for Planning and Zoning Comments. Written narrative responding to all disciplines' comments is required.
5.b.	Comment addressed.
6.	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, if required, will be provided after submittal of a trip generation calculation.
6.a.	Comment acknowledged.
7.	Clarify if properties will be combined through unity of title or lot combination through property appraiser for the lots proposed for Church and the off-site parking.
7.a.	Comment addressed. Response sheet states properties will be combined through the property appraiser.
8.	Per Code Section 98-88(a) a unity of title or similar legal agreement (i.e. Unity of Control), shall be required to maintain ownership of off-site parking facilities. Specify legal agreement that will be provided to address Code requirements.
8.a.	Comment not addressed. Lot combination through the property appraiser does not satisfy Code requirement. Provide legal agreement for review by City Attorney.
8.b.	Comment addressed. Requirement will be imposed as a condition of approval.
9.	The Project coordinator, Jenna Lane, 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.
9.a.	Comment acknowledged.
10.	Per Sec. 98-17(2) provide a trip generation analysis for the proposed use by a certified traffic engineer in accordance with the ITE Trip Generation Manual. Upon receipt, review by the City's Traffic Engineering consultant may be required and cost recovery fees may be payable.
10.a.	Comment addressed.

B.

	COVERPAGE:
1.	Remove conceptual engineering sheets from the site plan set and resubmit as separate packet. Per Code 98-13(8)(j) the applicant shall provide three separate copies of a preliminary engineering plan set and two digital CDs in which all pages are signed and sealed as well as being consistently scaled using a measurement found on a civil engineer's scale.
1.a.	Comment partially addressed. Separate packets and digital copies of the

	preliminary engineering plan set were not provided with the resubmittal.
1.b.	Comment addressed.
2.	Index is inconsistent with order of plan set. Per Section 98-13(8), the plan set should be in the following order: cover page, survey, site plan, elevations, floor plans, landscape plan, irrigation plan, and photometric plan. Revise the order of the plan set and the index on the cover page to meet Code requirements.
2.a.	Comment not addressed. Pages within plan are inconsistent with the corrected index (i.e. A-200, A-100). Additionally, Sheet IR-3 is not listed within the Index demonstrated on cover page.
2.b.	Comment not addressed. Floor Plan must be after the elevation sheets. Revise the index and plan set order.
2.c.	Comment addressed.
3.	Omit Building Data table from Cover Sheet and relocate data to site plan sheet, if applicable.
3.a.	Comment addressed.
4.	Revise the scope of work to clearly reference lot proposed for off-site parking (either by physical address or folio).
4.a.	Comment addressed.
5.	Location map did not provide adjacent land use and zoning. Per Section 98-13(8)(a)(3) Provide a location map showing adjacent land use and zoning and all curbs and median cuts within 300 feet.
5.a.	Comment addressed.

C. SURVEY:

1.	Survey included in 11x17 set is not of the correct address. Submit correct 11x17 survey.
1.a.	Comment addressed.
2.	Provide survey for property with physical address 411 NE 1st Ave (Folio ID: 474331060310) meeting requirements in Section 98-13(8)(b)(1).
2.a.	Comment partially addressed. Survey does not meet requirements in Section 98-13(8)(b)(1).
2.b.	Comment addressed.
3.	Survey does not include a title commitment. 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.
3.a.	Comment addressed.
4.	Per Section 98-13(8)(b)(1) Provide gross and net acreage and square footage on survey for all properties included in application.
4.a.	Comment not addressed.
4.b.	Comment addressed.
	NEW COMMENT 9/9/20
5.	Digital survey and hard copies of the survey for 411 NE 1st Ave have different gross area calculations. Ensure consistency between hard and digital copies of the survey and ensure calculation in Site Data table is accurate.

5.a.	Comment pending. Applicant to provide confirmation from surveyor.
5.b.	Comment addressed.

D.	**SITE PLAN:**
1.	Site plan demonstrates a “Multi Purpose Room”, however, the multipurpose room on the landscape and irrigation plans label the room as “Classroom”. Additionally, the area calculations for the rooms are not consistent on site plan, floor plan, and landscape sheets. Revise sheets to include consistent labels for proposed uses or omit labels on landscape plans.
1.a.	Comment addressed.
2.	Proposed mechanical equipment and concrete slab did not include dimensions or setbacks. Per Section 98-13(8)(c)(1) Provide a scaled drawing illustrating site boundaries, proposed buildings and other structures, including use, height, dimensions, and setbacks.
2.a.	Comment addressed.
3.	Parking details and wheel stop details were not included on the site plan. Per Section 98-13(8)(c)(2) Provide the proposed off-street parking spaces, and driveways, including location, dimensions, setbacks, ADA compliance and location of loading zones. Ensure park stops are 30” from edge of pavement and stripes are 3”.
3.a.	Comment addressed.
4.	All parking spaces are shown as compact at 9’x18’. Per Code Section 98-88(n)(1) a maximum of 75% of proposed parking spaces shall be compact; the remaining spaces must be standard at 10’x20’.
4.a.	Comment addressed.
5.	Dumpster and enclosure were not demonstrated on site plan. Per Section 98-13(8)(c)(9) Provide dumpster locations and detail for both trash and recycling showing required screening.
5.a.	Comment addressed.
6.	Parking calculations demonstrate 955 SF of office. However, drawings only indicate 374 SF of Office. Revise the calculations to reflect correct SF of office space.
6.a.	Comment addressed.
7.	Multiple data tables are shown on the site plan sheet. Per Section 98-13(8)(c)(16) The site data table on site plan sheet requires the following listed below. Omit all other tables and additional information from table(s) from the site plan sheet. *i. Existing and proposed land uses and zoning designations;* *ii. Gross and net acreage of total site;* *iii. Floor area ratio (FAR);* *iv. Lot coverage;* *v. Square footage of all proposed uses;* *vi. Total landscape (pervious) and impervious area;* *vii. Total percentage of landscaped open space;* *viii. Maximum height of all buildings;* *ix. Minimum building setback to all property lines (required and proposed);* *Total number of parking spaces (required, and proposed), including compact, and ADA accessible spaces.* Ensure the data is calculated based on all <u>four</u> properties included in development

	plan (321, 331, 341, and 411 NE 1st Ave).
7.a.	Comment partially addressed. Calculations are not based on all four properties. Provide applicable site data calculations (i., ii., vi., vii., ix. above) for the property proposed for off-site parking (411 NE 1st Ave). Calculations for off-site may be demonstrated on Sheet A-041. Ensure calculations match landscape plan.
7.b.	Comment not addressed. Gross area calculation of the site is not correct and the net site area was not included in data table. Provide both net and gross site area. Additionally, the Pervious-Main Site calculation in the Pervious-Impervious table is listed as 7,327.82 SF – 21%; the Landscape-Main Site calculation in the Area Site Data table is listed as 7,737.09 SF- 22%. Update the Landscape-Main Site calculation to be consistent with the Pervious-Main Site calculation on Sheet A-040 and the Landscape Plan on Sheet LP-1.
7.c.	Comment partially addressed. Gross site area was not included.
7.d.	Comment addressed.
8.	Per Code Section 98-45(c)(1) State the following under the "Required" column of Site Data table: *Min. Lot Area: 20,000 SF* *Max. Lot Coverage: 2*5% Calculations must show compliance with Code requirements.
8.a.	Comment addressed.
9	Two different building area calculations were provided on the data tables; however, neither figures accurately reflect the building dimensions provided on the drawing. Provide correct building area on site data table consistent with dimensions demonstrated on drawings.
9.a.	Comment addressed.
10.	Proposed sidewalk is demonstrated as 4 ft. wide; Code Section 98-19(19) requires a minimum width of 5 ft. Revise plans to ensure sidewalk complies with Code.
10.a.	Comment addressed.
11.	Clarify/elaborate on location of proposed walkway around north side of building and its function as there are no entrances/exits demonstrated where the walkway leads. Likewise, two doors are proposed along south side of building with a walkway leading to one entrance. Clarify if second door is emergency exit only.
11.a.	Comment addressed.
12.	Per Code Section 98-77(3) Where any non-residential use directly abuts a residential zone or residentially-developed site or where said nonresidential use is within 25 feet of a residential zone or residentially-developed site, or where a nonresidential use within a multifamily residential zone abuts a residential use in the same or a different residential zone, it shall be screened from the adjoining residential zone or use by a solid, concrete block wall at least six feet but not more than eight feet in height. Revise site plan to demonstrate minimum six foot wall along the side and rear yards. Provide elevation of wall with material and color on elevation sheet.
12.a.	Comment not addressed. Applicant states they will request a variance for the wall requirement; however, no variance application was submitted.
12.b.	Comment addressed. Comments for variance application are forthcoming.

E.	ELEVATIONS:
1.	The proposed signage shall be discussed at the DRC meeting.
1.a.	Comment acknowledged.
2.	Window design on the east and west elevations are not consistent with the north and south elevations. Per Section 78-7(b)4. Building components such as windows, doors, eaves and parapets shall have appropriate proportions and relationships to one another and to the building as a whole. Revise elevations to provide for consistent architectural treatments on all elevations.
2.a.	Comment acknowledged and addressed.
3.	Per Code Section 78-6(d)3(e)1. Properties located within Pioneer Grove Architectural District must adhere to design guidelines set forth in the Pioneer Grove Design Standards Manual, which has been provided for your reference. Ensure development meets Pioneer Grove Design Standards for colors and materials.
3.a.	Comment addressed.
4.	Height is measured incorrectly. Per 98-3 height is measured from the finish grade at the center of the front of the building to the mean heights level between eaves and ridges for gable, hip and gambrel roofs. Revise elevations and site data table to include height as defined by Code.
4.a.	Comment addressed.
5.	Per Section 98-13(8)(d)(3) Provide proposed screening of mechanical equipment and dimensions of all features demonstrated on elevations.
5.a.	Comment addressed.
6.	Elevations demonstrate smooth and course stucco on building. Despite different textures, the stucco is considered one material. Per Code 78-7(b)13.(c) A minimum of two building materials shall be proposed.
6.a.	Comment addressed.
7.	East elevation demonstrates signage marked with elevation tag #8 with circular area above lettering. Clarify if circular area above lettering is also proposed as signage.
7.a.	Comment addressed.

F.	FLOOR PLANS:
1.	Dimensions provided on floor plans are not consistent with room area calculations on site plan. Ensure all proposed use areas demonstrated on plans are consistently labeled throughout the plan set.
1.a.	Comment addressed.

G.	LANDSCAPING PLAN:
1.	Per Section 98-13(8)(f)(6) Provide the location and label proposed site lighting consistent with Site Plan and Photometric sheets.
1.a.	Comment addressed.
2.	Proposed mechanical equipment and screening were not shown on Sheet LP-1. Per Section 98-13(8)(f)(1) Demonstrate all buildings, structures, landscape areas and on-site parking and lighting on landscape plans. Demonstrate screening of

	mechanical equipment on landscape plan.
2.a.	Comment addressed.
3.	Total site area and landscape/pervious area calculations are not consistent with calculations provided on site plan. Revise sheets to ensure consistency in calculations on all sheets and within tables.
3.a.	Comment not addressed.
3.b.	Comment partially addressed. Refer to comment 7.b. of *Table D.- Site Plan.*
3.c	Comment addressed.

H.	**PHOTOMETRIC PLAN:**
1.	Only the details for light pole labeled "SA" were provided. Per Section 98-13(8)(h)(6) Provide the details of all proposed light fixtures and light poles, showing building material and color. Details can be provided on an elevation details sheet or separate photometric sheet.
1.a.	Comment not addressed. Pole material and color were not demonstrated. Additionally, the wall-mounted fixtures were not included on the photometric plan sheet.
1.b.	Comment addressed.
2.	Confirm whether light fixtures are proposed on the building.
2.a.	Comment partially addressed. Response sheet states there will be wall-mounted light fixtures; however, the photometric plan does not reflect proposed wall-mounted lighting.
2.b.	Comment addressed.
3.	Photometric Sheet EPH1.2 does not demonstrate full extent of property located at 411 NE 1st Avenue. Revise sheet to include entire property boundary and ensure property lines are demonstrated on plan sheet for property.
3.a.	Comment addressed.
4.	Calculation Summary table includes averages, minimums, and maximums which do not comply with Code. Revise photometric sheets to comply with the following Code sections. Per 98-88(5)(2)a. For exterior or parking facilities, the intensity of illumination shall provide an average of one footcandle equal to one lumen per square foot, and shall be well distributed on the pavement areas; however, at no point shall illumination be less than one-fourth footcandle. Per Code 98-19(29)a. Any nonresidential operation or activity producing glare shall be conducted so that direct or indirect illumination or light shall not cause illumination in excess of 1.0 footcandles on any abutting residential property.
4.a.	Comment addressed.

I.	**ADDITIONAL COMMENTS:**
1.	Revise conditional use application to include property address referenced for overflow parking (411 NE 1st Ave). Ensure Conditional Use application is revised to reflect all changes made to plans and attachment documents. Note, the Conditional Use application submitted with development plan is no longer in use. Provide corrections on the updated Conditional Use Application form (Attachment G). A link to the application is below:

	https://www.deerfield-beach.com/DocumentCenter/View/43/Attachment-G---Application-for-Conditional-Use-Approval
1.a.	Comment not addressed.
1.b.	Comment addressed. Comments related to the conditional use application are forthcoming.

DEVELOPMENT REVIEW COMMITTEE

Project Name:	**Radiant Living Worship Center**	**Application No.:**	**20-RS5-1**
Reviewer Name:	**Harold Hoyte**		
Department / Division:	**Landscape**		
Position:	**Landscape Architect**		
Date of Review:	**10/13/20**		
Submittal No.:	**5**		

A.	**LANDSCAPING PLAN:**	
	1.	Per Section 98-81(2)(b) mitigation, once determined, may be achieved in two ways; (1) the applicant may plant additional trees on the site to satisfy this requirement or (2) for trees which cannot be mitigated on site, the applicant will have to pay into the Beautification Trust Fund. Communicate on the planting plans which mitigation option is going to be utilized. Note mitigation is over and above required trees.
	1.a	Comment addressed.
	2.	Per Section 98-80(c)(3), any mechanical equipment must be screened with shrubs. show equipment on landscape plan and screen.
	2.a	Comment addressed.
	3.	Per Section 98-13(8)(f)(6), provide the location and label existing and proposed site lighting on landscape plan.
	3.a	Comment addressed.
	4.	Per Section 98-80(e)(12), no light poles shall be located within 15 feet of a canopy tree trunk or within seven and one-half feet of a palm trunk or small tree.
	4.a	Comment addressed.
	5.	Per section 98-80 (k), 9 flowering trees are required none are provided. Add 9 flowering tree to the plan.
		Comment addressed.
	6.	Show vegetative screening on outside equipment. For example, A/C units and dumpster.
		Comment addressed.
	7.	Show all utilities on plan, including easements, and mechanical equipment.

7.a	Comment not addressed.
7.b	Comment not addressed.
7.c	Utilities not shown on site. Comment not addressed.
7.d	Comment addressed.
8.	Add tree survey/ disposition plan and chart. Include Species, height, spread, diameter-at-breast- height, disposition and health of the trees/ palms.
	Comment addressed.
9.	Per Section 98-80 (e). 9. the width of all landscape islands are to be 11 feet.
	Comment addressed.
10.	Add 50 shrubs or groundcovers 98-80 (e). 920 required, 870 provided.
	Comment addressed.
11.	Pervious and impervious area amounts on data charts on LP-1 and A-040 are not consistent.
11.a	Comment not addressed. Pervious and Landscape on A-040 should be the same amounts and percentage.
11.b	Comment addressed.

B. IRRIGATION PLAN:

1.	Add rain sensor location and detail to the plans.
1.a	Comment addressed.
2.	Add irrigation details to the plan set.
2.a	Comment addressed.

DEVELOPMENT REVIEW COMMITTEE

Project Name:	**Radiant Living Worship Center, Major Site Plan**	**Application No:**	**20-RS5-1**
Reviewer Name:	**Cesar E. Osegueda**		
Department / Division:	**Sustainable Management**		
Position:	**Code Compliance Spec.**		
Date of Review:	**07/08/2020**		
Submittal No.:	**2nd Submittal**		

A.	**RECYCLING & SOLID WASTE DIVISION:**	
	1.	The above Site Plan Application, located at 321-341 NE 1st Avenue 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.

DEVELOPMENT REVIEW COMMITTEE

Project Name:	**RADIANT LIVING WORSHIP CENTER**	**Application No.:**	**20-RS5-1**
Reviewer Name:	**CAPTAIN MIKE HEFFERON**		
Department / Division:	**FIRE PREVENTION**		
Position:	**CAPTAIN**		
Date of Review:	**06/29/20**		
Submittal No.:	**2**		

A.

APPLICATION / GENERAL COMMENTS:	
1.	**A complete set of permitted plans must be submitted for review and approval prior to all construction.** **All permitted plans must document on plans that a certificate of occupancy shall not be issued until the AHJ determines that the building is in compliance with section 118 (TWO WAY RADIO ENHANCEMENT SYSTEM) with Broward County Local Amendments to the Florida Fire Prevention Code 6TH Ed., NFPA 1-Fire Code, Florida Edition 2015, NFPA 101-Life Safety Code, Florida Edition 2015.**

B.

SITE PLAN:	
1.	SITE PLAN IS APPROVED AS SUBMITTED

DEVELOPMENT REVIEW COMMITTEE

Project Name:	**Radiant Living Worship Center Major Site Plan**	**Application No.:**	**20-RS5-1**
Reviewer Name:	**Alfonso Orellana**		
Department / Division:	**Environmental Services**		
Position:	**Plans Reviewer**		
Date of Review:	**09-09-2020**		
Submittal No.:	**3**		

A.	**APPLICATION / GENERAL COMMENTS:**
1.	Per ***Section 98-19(5) of the Land Development Code a minimum Right-of-Way width for a local roads will be 60 feet for site plans.*** A 10' Right-of-Way dedication and roadway / drainage improvements to match the proposed development section on the east half of the NE 1st Ave. R/W which consists of 11 Ft. of Pavement, 2 Ft. Type C Curb and Gutter, an 8 Ft. wide concrete sidewalk and drainage Exfiltration Trench improvements to attenuate the 5 Year – 1 hour storm, as described in the South Florida Water Management District criteria.
1.a	A 10' Right-of-Way dedication will not be required. Roadway and Drainage improvements are required. Provide Conceptual Engineering Plans.
1.b	**COMMENT PENDING. SUBJECT TO APPLICANT'S R/W DEDICATION AND R/W IMPROVEMENTS VARIANCE REQUEST APPROVAL. A DEDICATION OF A 10 FT. PUBLIC ACCESS EASEMENT ADJACENT AND PARALLEL TO THE EXISTING R/W LINE IS REQUIRED, AS SHOWN ON THE PROPOSED SITE PLAN.**

Deerfield Beach
Florida

DEVELOPMENT PLAN APPLICATION

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

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

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)			
☑	Site Plan (See Attachment A)	☐	Site Plan Modification (Major/Minor) (See Attachment A)
☐	Community Appearance Board (See Attachment B)	☐	Plat or Plat Note Amendment (See Attachment F)
☐	Variance (See Attachment C)	☑	Conditional Use (See Attachment G)
☐	Technical Deviation (See Attachment D)	☐	ROW Vacation/Abandonment (See Attachment H)
☐	Rezoning (See Attachment E)	☐	Easement Vacation/Abandonment (See Attachment H)

Project Name: RADIANT LIVING WORSHIP CENTER

Property Owner: RADIANT LIVING WORSHIP CENTER INC

Applicant (if different from Owner):

Agent (if different from Owner/Applicant): JULIETTE L SCHIFF, ASANTE DESIGN GROUP LLC

Address of Property: 341 NE 1 AVE & 331 NE 1 AVE & 321 NE 1 AVE & 411 NE 1 AVE

Legal Description of Property (lot, block, tract, subdivision): W L BRACKNELL SUB 5-24 PB LOT 8 & W L BRACKNELL SUB 5-24 PB LOT 12

Description of Project: NEW CHURCH AND PARKING LOT

New Development (Y/N)	Yes	Modification to Existing Development (Y/N)	No
Zoning District (existing):	RS5	Zoning District (proposed):	RS5
Existing Use:	VACANT	Proposed Use:	CHURCH
Lot Area:	21,044 SF	Number of Dwelling Units (proposed):	N/A
Sq. Ft. of Structure (existing):	N/A	Sq. Ft. of Structure (proposed):	4,992 SF

Agent Signature*:		Owner Signature**:	
Name Printed	JULIETTE L SCHIFF	Name Printed	ANTHONY T PELT
Address:	4800 T REX AVE STE 315 BOCA RATON FL 33431	Address:	10647 NW 7TH PLACE, CORAL SPRINGS, FL 33071
Telephone:	561-349-5151 X 11	Telephone:	954-775-4667
Email:	julie@asantedesigngroup.com	Email:	appastor74@gmail.com

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

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

City of Deerfield Beach
JUN 29 2020
Received
Planning & Dev. Svcs.

For C 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.

N/A

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

N/A

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

City of Deerfield Beach
SEP 11 2020
Received

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, Juliette L Schiff, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

09-11-2020
Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online notarization, this 11 day of September, 2020 by Juliette L. Schiff (Affiant), who is personally known to me or has produced _____ identification.

My commission expires: Jan 21, 2024

Commission No.: GG 921895

CLAUDIA VIVIANA BATISTA
Notary Public - State of Florida
Commission # GG 921895
My Comm. Expires Jan 21, 2024
Bonded through National Notary Assn.

(Signature of Notary Public - State of Florida)

Claudia V. Batista
(Print, Type, or Stamp Commissioned Name of Notary Public)

City of Deerfield Beach
SEP 11 2020
Received
Dev. Svcs.

Deerfield Beach
Florida

DEVELOPMENT PERMIT APPLICATION
DISCLOSURE AFFIDAVIT

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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.

_____

_____

_____

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

_____

_____

_____

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.)

_____

_____

_____

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, Anthony T. Pelt, have received a copy of the ordinance and understand the ordinance requirements.
Applicant

Signature

11/6/19
Date

Sworn to and subscribed before me this 6 day of November, 2019.

By: Anthony T. Pelt Produced as ID: FL D426130018663376

LATONYA BEASLEY
MY COMMISSION # GG021051
EXPIRES August 14, 2020

Notary Public, State of Florida

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

DISCLOSURE AFFIDAVIT

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(Attach additional sheets as needed for each item.)

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

None

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

None

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

None

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

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

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

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

I, Perry L. Ecton, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature 7-29-2020 Date

SWORN TO AND SUBSCRIBED Before me by means of ☑ physical presence or ☐ online notarization, this 29 day of July, 2020 by Perry lee Ecton. (Affiant), who is personally known to me or has produced FLDL identification.

My commission expires: 4/25/23

Commission No.: GG327670

MELISA A. GONZALEZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG327670
Expires 4/25/2023

(Signature of Notary Public - State of Florida)

Melisa Gonzalez

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

For Office Use Only
Date: 11/5/20
Application Nos.: 20-RSS-1

DISCLOSURE AFFIDAVIT

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(Attach additional sheets as needed for each item.)

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   No

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.)

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NOV 5 2020
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N/A

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

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

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

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

I, louis vlahos, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

11.05.2020
Date

SWORN TO AND SUBSCRIBED Before me by means of ☐ physical presence or ☐ online notarization, this 5 day of NOV, 202 by LOUIS VLAHOS (Affiant), who is personally known to me or has produced FLDL identification.

My commission expires:

Commission No.:

STEVEN SCOTT GREBINAR
Notary Public - State of Florida
Commission # GG 103704
My Comm. Expires Jun 26, 2021
Bonded through National Notary Assn.

(Signature of Notary Public - State of Florida)

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

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Any party to a proceeding before the Special Master may appeal the decision of the Special Master by a writ of certiorari as provided by the Florida Rules of Appellate Procedure. In order to appeal the decision of the Special Master, a verbatim transcript of the proceeding is necessary.

A. PROPOSED CONDITIONAL USE

Zoning District: RS5

Future Land Use Category: _____

Total Land Area (Square Feet): 35,082 SF

Acres: .80

Existing Use of Property:
VACANT

Proposed Use of Property:
THE PROPOSED USE IS A CHURCH & OFFSITE PARKING LOT AS DESCRIBED IN THE PROJECT NARRATIVE.
The church and parking will be located at 321, 331 & 341 NE 1st Avenue.
Offsite additional parking will be provided on the lot located at 411 NE 1st Avenue.

If non-residential or commercial floor area is proposed, please provide:

	Existing	Proposed	Change (+/-)
Total number of non-residential buildings:	0	1	+1
Total non-residential floor area in square feet:	0	4,992	+4,992
Total number of transient units (hotel/motel rooms, time-sharing units):			

If residential dwelling units are proposed, please provide:

	Existing	Proposed	Change (+/-)
Total number of residential buildings:			
Total number of residential dwelling units:			

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B. DEMONSTRATION OF COMPLIANCE WITH CONDITIONAL USE CRITERIA

(Attach additional page(s) if more space is needed.)

Section 98-85 of the Deerfield Beach Land Development Code states:

Conditional uses, as enumerated in Article III hereof, shall be permitted only upon authorization by the zoning appeals special master or the city commission where the request for a conditional use is part of a site plan application or change of use application provided that such uses comply with the following requirements and other applicable requirements as set forth in this article. The burden of proving that the use does so comply shall be on the applicant who shall be required to affirmatively demonstrate that said use complies with each and every condition set forth herein.

This application will not be accepted without a specific statement in response to each of the requirements on the following pages.

1. That the use is a permitted conditional use as set forth in Article III of the Deerfield Beach Development Code:

CHURCHES ARE A PERMITTED USE IN SECTION 98-45(C)(1).

THIS PROJECT WAS PREVIOUSLY APPROVED AT THE CITY COUNCIL MEETING ON MAY 4, 2010.

THE NEW BUILDING IS SMALLER THAN THE PREVIOUSLY APPROVED BUILDING AND

REQUIRES LESS PARKING.

2. That the use complies with all specific development requirements as set forth for that use in the district in which it is located. (Site plan and building permit records on file with the City are public records and may be reviewed during regular business hours):

THE PROPOSED USE COMPLIES WITH ALL DEVELOPMENT REQUIREMENTS IN SECTION 98-61

DISTRICT RS-5 MINIMUM LOT AREA, MINIMUM LOT WIDTH, MINIMUM YARD REQUIREMENTS,

MINIMUM FLOOR AREA, MAXIMUM LOT COVERAGE, MINIMUM LANDSCAPED AREA, AND

MAXIMUM HEIGHT. PARKING IS PROVIDED IN ACCORDANCE WITH SCHEDULE B - OFFSTREET

PARKING REQUIREMENTS INCLUDING ADA PARKING.

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3. That the use is designed, located, and proposed to be operated that the public health, safety, welfare, and convenience will be protected as far as tangible effect, including but not limited to, noise, air pollution, traffic problems, and overcrowding:

THE PROPOSED CHURCH IS DESIGNED, LOCATED AND PLANNED TO BE OPERATED TO ENHANCE THE PUBLIC HEALTH, SAFETY, WELFARE AND CONVENIENCE OF ITS EXISTING MEMBERSHIP. THE NEIGHBORHOOD WILL BE ENHANCED BY THE REPLACEMENT OF THREE VACANT LOTS THAT WILL BE THE NEW HOME TO THE CHURCH AND AUXILLIARY PARKING ON A LOT TO THE NORTH OF THE CHURCH LOT AT 411 NE 1ST AVENUE. THE PROPOSED DEVELOPMENT WILL NOT ADVERSELY IMPACT THE NEIGHBORHOOD.

4. That the use will not cause injury to the value of the other property in the neighborhood where it is located here such injury results from the noise, traffic, or other tangible effects which will occur as a result of the intended use:

THE PROPOSED USE IS A BENEFIT TO THE NEIGHBORHOOD. THE CHURCH HAS BEEN IN EXISTENCE SINCE 2004 AND CURRENTLY HAS 250 MEMBERS. THE CHURCH IS IN GOOD STANDING WITHIN THE RESIDENTIAL COMMUNITY. THERE WILL BE LESS THAN 500 TRIPS PER DAY TO THE SITE THEREFORE NO TRAFFIC OR NOISE STUDY IS REQURED BY CODE. EXCESS PARKING WILL BE PROVIDED ON AN AUXILLIARY PARKING LOT THAT IS LOTS TO THE NORTH AND IN CLOSE PROXIMITY OT THE MAIN PARKING LOT AND CHURCH BUILDING. THERE IS A SIDEWALK ACESS FOR 10-15% OF THE MEMBERS WHO WALK TO THE CHURCH.

5. That the use will be compatible with adjoining development and the proposed character of the district where it is to be located:

THE PROPOSED USE WILL BE COMPATIBLE WITH THE ADJOINING RESIDENTIAL HOUSES IN THE NEIGHBORHOOD. THE ONE STORY BUILDING IS COMPATIBLE. THE PROPOSED COLORS ARE EARTHTONES AND COMPATIBLE WITH THE BUILDINGS IN THE ADJACENT AREA. THE CHURCH WILL HAVE A NEIGHBORHOOD LOOK AND FEEL IN SCALE AND PROPORTIONS. THE CHARACTER OF THE NEIGHBORHOOD IS RESIDENTIAL AND A CHURCH IS AN ALLOWABLE USE IN THE RS-5 DISTRICT.

6. That the use will have a density and intensity of development as compatible with the neighborhood in which it is located:

THE CHURCH HAS BEEN MEETING SINCE 2004 AND CURRENTLY HOLDS SERVICES IN AN ELEMENTARY SCHOOL. THE PROPOSED USE AND DENSITY AND INTENSITY OF DEVELOPMENT IS COMPATIBLE WITH THE NEIGHBORHOOD. THE NEW CHURCH IS A ONE STORY BUILDING. IN ADDITION TO PRAYER SERVICES, THE CHURCH PROVIDES BIBLE STUDY, MALE AND FEMALE MENTORING, WEDDINGS, FUNERALS, ANNUAL PICNICS, AN ACTIVE CHOIR AND MUSIC WORKSHOPS. PARKING PROVIDED MEETS CODE. THE PARKING LOT HAS A SIDEWALK FOR EASY ACCESS FOR MEMBERS WHO WALK.

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7. That adequate landscaping and screening is provided to screen the development or use from neighboring residential areas to provide an opaque buffer from said residential areas. The applicant may be required to take additional measures for landscaping or screening purposes which measures are in excess of the requirements for a permitted use:

THE PROPOSED LANDSCAPING AND BUFFERS MEET ALL REQUIREMENTS OF THE CITY'S ORDINANCES. ADDITIONALLY, THE REAR BUFFER IS ENHANCED DUE TO THE EASEMENT. ALL SCREENING REQUIREMENTS HAVE BEEN MET.

8. That the use will not increase traffic on an adjoining street so as to lower its level of service below the adopted level of service or create a traffic nuisance to adjoining properties utilizing the same streets:

THERE IS A SIDEWALK THAT LEADS DIRECTLY TO THE PROPERTY. TRAFFIC TO THE SITE WILL BE LIMITED TO THE SCHEDULE AS DESCRIBED IN THE PROJECT NARRATIVE. MOST SERVICES ARE LIMITED TO 1 1/2 HOURS. THERE WILL BE LESS THAN 500 TRIPS PER DAY THEREFORE NO TRAFFIC OR NOISE TUDY IS REQUIRED FOR THIS PROJECT. A TRAFFIC STATEMENT IS PROVIDED.

9. That adequate off-street parking, stacking, and loading is provided, that ingress and egress are so designed as to cause minimum interference with traffic on abutting streets and that the use has adequate frontage on a public or approved private street:

ADEQUATE OFF STREET PARKING IS PROVIDED AND INGRESS AND EGRESS ARE DESIGNED TO CAUSE MINIMUM INTERFERENCE WITH TRAFFIC ON ABUTTING STREETS. THE PROPOSED USE HAS ADEQUATE FRONTAGE ON A PUBLIC STREET. THE USE HAS LOW INTENSITY. THERE IS ONE WAY IN AND ONE WAY OUT OF THE PARKING LOT THAT INSURES SAFE VEHICULAR AND PEDESTRIAN MOVEMENT ABOUT THE SITE. THERE ARE NO SITE TRIANGLE ISSUES AS INDICATED IN THE LANDSCAPE PLAN.

10. That the use conforms with all applicable regulations governing the district where it is located:

THE INTENDED USE TO BUILD A CHURCH CONFORMS WITH ALL APPLICABLE REGULATIONS GOVERNING THE DISTRICT WHERE IT IS LOCATED. ONE VARIANCE IS BEING REQUESTED FOR THE 6' WALL. THE PROJECT WAS PREVIOUSLY APPROVED BY THE CITY COMMISSION ON MAY 4, 2010 FOR A LARGER BUILDING. SECTION 98-45(C)(1) LISTS CHURCHES AS AN APPROVED USE IN THE DISTRICT.

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PROPOSED VARIANCE

1. State the Code Section(s) and the Land Development Regulation standard(s) required for the proposed variance (*i.e. setbacks, height, etc.*):

Per Code Section 98-77(3) Where any non-residential use directly abuts a residential zone or residentially-developed site or where said nonresidential use is within 25 feet of a residential zone or residentially-developed site, or where a nonresidential use within a multifamily residential zone abuts a residential use in the same or a different residential zone, it shall be screened from the adjoining residential zone or use by a solid, concrete block wall at least six feet but not more than eight feet in height.

2. Describe the variance(s) requested (*e.g. 20' front yard setback, etc.*)**:**

Property owner is requesting a variance from the six foot wall requirement not to install any wall or fence. Property owner is providing extensive landscaping around the perimeter of the property that serves as a screening buffer.

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A. DEMONSTRATION OF COMPLIANCE WITH VARIANCE CRITERIA

(Attach additional page(s) if more space is needed)

Section 98-116(f)(2) of the Deerfield Beach Land Development states: *all of the following requirements must be met to secure approval for a variance. The burden of proving that all requirements are met shall be on the applicant who shall be required to affirmatively demonstrate on the record, satisfaction of the necessary requirements set forth below.*

This application will not be accepted without a specific statement in response to each of the requirements on the following pages.

a. That special conditions and circumstances exist which are peculiar to the land, structure, or buildings involved and which are not applicable to other lands, structures in the same zoning district:

The property is in a residential district and pedestrian and community access will be adversely impacted by the installation of a wall separating the church from the neighbors that it serves. There is a natural buffer on two sides of the property and the owner is adding more landscaping to enhance the buffer between the adjacent properties. Therefore the owner is meeting the conditions by providing adequate screening by the extensive landscape.

b. That the special conditions and circumstances do not result from the actions of the applicant:

The special conditions and circumstances do not result from the actions of the applicant. The existing and extensive proposed landscaping will enhance the property and proposed use. The proposed landscaping will meet the purpose and intent of the wall requirement as a beautiful screening buffer.

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c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, buildings, or structures in the same zoning district:

The new building and site development proposed for the Radiant Living Worship Center Inc will enhance the mission of the church and the community in the surrounding area. The property is in a residential district and the surrounding properties do not have a 6' high wall around their properties in the district.

d. That the literal interpretation of the provisions of this Code would deprive the applicant of the rights commonly enjoyed by other properties in the same zoning district under the terms of this Code and would work unnecessary and undue hardship on the applicant:

The new building design is aesthetically pleasing and complements the neighborhood in scale, proportion and finishes. The wall would be a barrier to the open and inviting mission of the Radiant Living Worship Center Inc. to include all members of the community. This would create an undue hardship on the applicant.

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e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure:

The variance is the minimum variance for relief of the 6' high concrete wall requirement will make possible the reasonable use of the site. The proposed landscaping is extensive and meets or exceeds the requirements for screening the property from the adjacent properties; therefore satisfying the intent and purpose of a wall. Therefore, the request of not including any wall is minimal.

f. That the grant of the variance will be in harmony with the general intent and purpose of this Code, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare:

The new building design is aesthetically pleasing and compliments the neighborhood in scale, proportion and finishes. There is a natural buffer on two sides of the property.
The applicant is adding extensive landscaping to enhance the buffer between the adjacent properties.
The enhanced landscaping will be of value to the neighborhood and surrounding properties and is more aesthetically pleasing than a 6' high concrete wall.

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PROPOSED VARIANCE

1. State the Code Section(s) and the Land Development Regulation standard(s) required for the proposed variance (*i.e. setbacks, height, etc.*):

Code Section 98-19(18)

(18)Curbs, gutters and drainage. Adequate drainage and drainage structures shall be provided provided in accordance with standard specifications of the city. Such construction shall be subject to the inspection and approval of the director of engineering and utilities and/or building official.

2. Describe the variance(s) requested (*e.g. 20' front yard setback, etc.*):

Property owner is requesting a variance from the new sidewalk, new curb, new gutter, and new exfiltration trench.

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A. DEMONSTRATION OF COMPLIANCE WITH VARIANCE CRITERIA

(Attach additional page(s) if more space is needed)

Section 98 116(f)(2) of the Deerfield Beach Land Development states: *all of the following requirements must be met to secure approval for a variance. The burden of proving that all requirements are met shall be on the applicant who shall be required to affirmatively demonstrate on the record, satisfaction of the necessary requirements set forth below.*

This application will not be accepted without a specific statement in response to each of the requirements on the following pages.

a. That special conditions and circumstances exist which are peculiar to the land, structure, or buildings involved and which are not applicable to other lands, structures in the same zoning district:

The property is in a residential district and there is an existing continuous 5' pedestrian sidewalk along NE 1st Avenue. The occupied and vacant properties on NE 1st Avenue do not have raised sidewalks, curbs, gutters and exfiltration trenches.

b. That the special conditions and circumstances do not result from the actions of the applicant:

The R/W improvements required by Code are specified in the City of Deerfield Beach, Florida Engineering Department Manual of Standard Engineering Specifications Drawing 8.04. and are for the portion of the subject property fronting NE 1st Ave. These required improvements would be consistent with the drainage and roadway section improvements included with the approved neighboring development project. The variance request is to not include such improvements. However, as an effort to mitigate the impacts of the variance, a dedicated a 10 ft. Public Access Easement within the same location is provided.

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c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, buildings, or structures in the same zoning district:

This request will not confer any special privilege to the applicant that is denied by this Code to other properties on NE 1st Avenue. The intensity of the use is minimal since it is a small, less than 5,000 sf one story church building and not a large scale high intensity development. However, as an effort to mitigate the impacts of the variance, a dedicated a 10 ft. Public Access Easement within the same location is provided.

d. That the literal interpretation of the provisions of this Code would deprive the applicant of the rights commonly enjoyed by other properties in the same zoning district under the terms of this Code and would work unnecessary and undue hardship on the applicant**:**

The literal interpretation of the provisions of this Code would deprive the applicant of the rights commonly enjoyed by other properties in the same zoning district because all of the existing properties existing on NE 1st Avenue have an existing 5' wide sidewalk. As an effort to mitigate the impacts of the variance a dedicated a 10 ft. Public Access Easement within the same location is provided.

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e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure:

The variance is the minimum variance for relief of the new sidewalk, new curb, new gutter, and new exfiltration trench. The existing 5' sidewalk is continuous along NE 1st Avenue and in good condition throughout the neighborhood. As an effort to mitigate the impacts of the variance a dedicated a 10 ft. Public Access Easement within the same location is provided.

f. That the grant of the variance will be in harmony with the general intent and purpose of this Code, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare:

Granting the variance will be in harmony with the general intent and purpose of this Code due to the extensive Civil Engineering grading design for the site that will protect the storm runoff. The existing 5' sidewalk is continuous along NE 1st Avenue and in good condition throughout the neighborhood.

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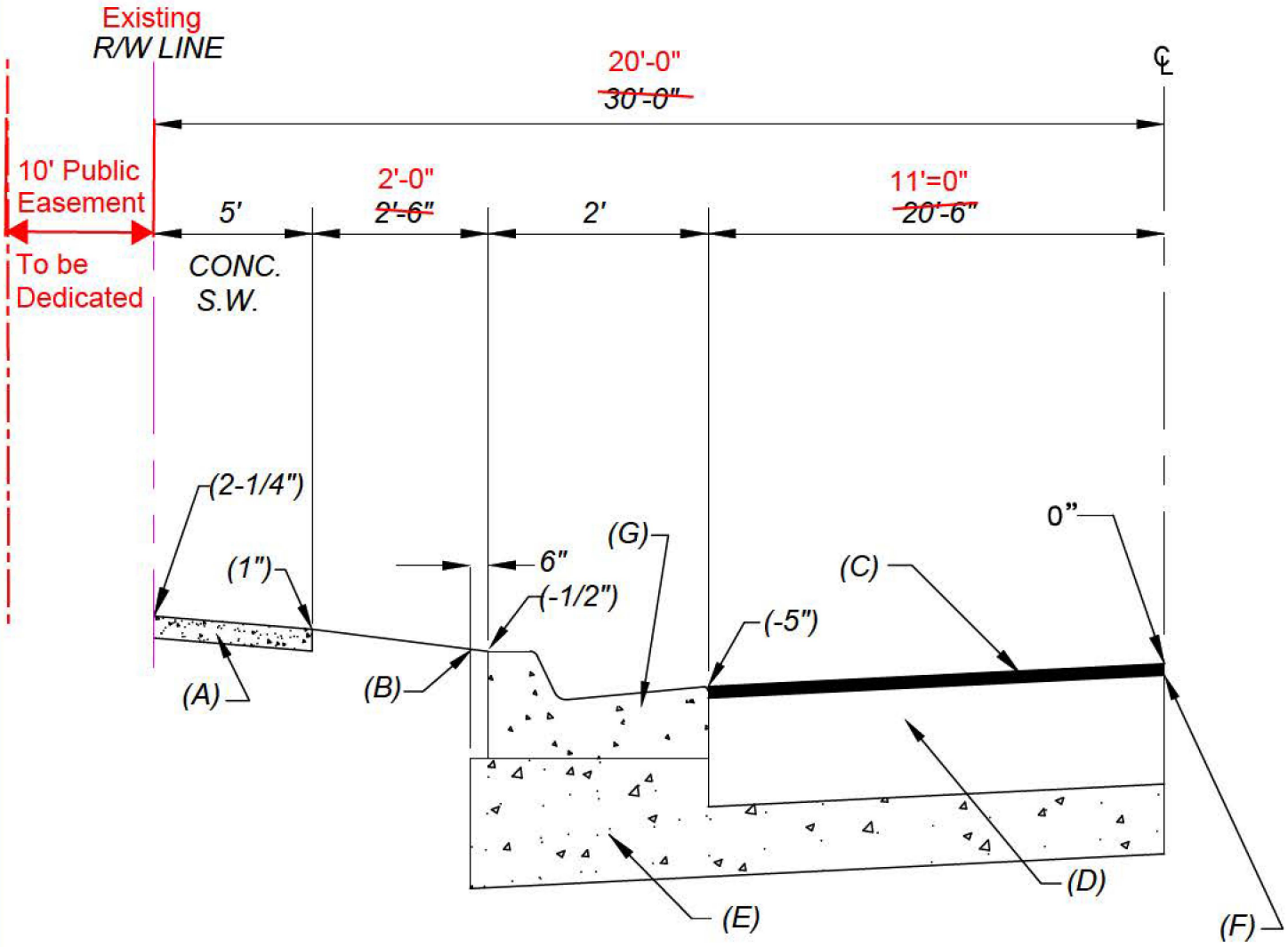

(A) CONCRETE SIDEWALK (2,500 P.S.I.)
(B) SWALE (FLORITAM SOD) and IRRIGATE
(C) TYPE II ASPHALTIC CONCRETE SURFACE COURSE, 1-1/2" THICK
(D) LIMEROCK BASE, 8" THICK W/PROME COAT
(E) STABILIZED SUBGRADE, 12" THICK
(F) CROWN OF ROADWAY @ 10 YR., 1 DAY STORM STAGE
(G) 6" CONCRETE CURB and GUTTER

CITY OF DEERFIELD BEACH ENGINEERING DEPARTMENT DEERFIELD BEACH, FLORIDA	STANDARD DRAWING 60' R/W - 2 LANES CURB and GUTTER	8.04 02-17-2005 SHEET 1 OF 1

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Mechanical + Electrical + Plumbing Engineering

August 24, 2020

VARIANCE PHOTO ESSAY

Radiant Living Worship Center Inc
321, 331, 341, & 411 NE 1st Avenue

MAIN LOT 321, 331, 341 NE 1ST AVENUE

EAST

EAST

WEST

WEST

SOUTH

NORTH

OFFSITE PARKING LOT 411NE 1ST AVENUE

EAST

WEST

NORTH

NORTH

NORTH

NORTH

WEST

SOUTH

SOUTH

SOUTH

RADIANT LIVING WORSHIP CENTER

ADDRESS & LEGAL DESCRIPTION

321-331-341-411 NE 1ST AVENUE, DEERFIELD BEACH, FL

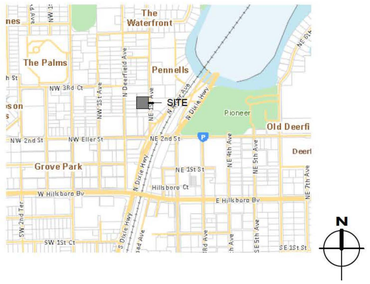
W L BRACKNELL SUB 5-24 PB LOT 8
W L BRACKNELL SUB 5-24 PB LOT 9
W L BRACKNELL SUB 5-24 PB LOT 12
31-47-43 BEG 75 W OF SE COR OF W1/2 OF NE1/4 OF SW1/4 OF SW1/4,N 50,W 75,S 50,E 75 TO POB & S 363 OF W1/2 OF NE1/4 OF SW1/4 OF SW1/4 LESS:COMM AT SE OF SAID W1/2,N 70,W 20 TO POB,N 223,E 5,N 50,W 295,S 273,W 20,S 50,E 145,N 50,E 165 TO POB & LESS COMM AT SAID SE COR,W 70 TO POB,W 75,N 50,E 75,S 50 TO POB,& LESS POR DESC'D IN OR 28890/1949 FOR R/W

SCOPE OF WORK

PROPOSED ONE STORY 4,992 SF NEW CHURCH BUILDING WILL BE BUILT ON A VACANT 20,968 SF LOT. THE BUILDING WILL HAVE A SANCTUARY, OFFICES, MULTIPURPOSE ROOM AND SUPPORT AREAS. THE BUILDING WILL BE BUILT OF CONCRETE MASONRY UNITS, METAL ROOF AND ALL WINDOWS AND DOORS WILL BE IMPACT RESISTANT.

WILL BE PROVIDING 52 PARKING SPACES INCLUDING 3 ADA SPACES. THE PARKING WILL BE ON SITE AND OVERFLOW WILL BE ON THE SITE 2 LOTS TO THE NORTH THAT IS OWNED BY THE CHURCH LOCATED AT 411 NE 1 AVENUE, FOLIO NUMBER 4743 31 06 0310.

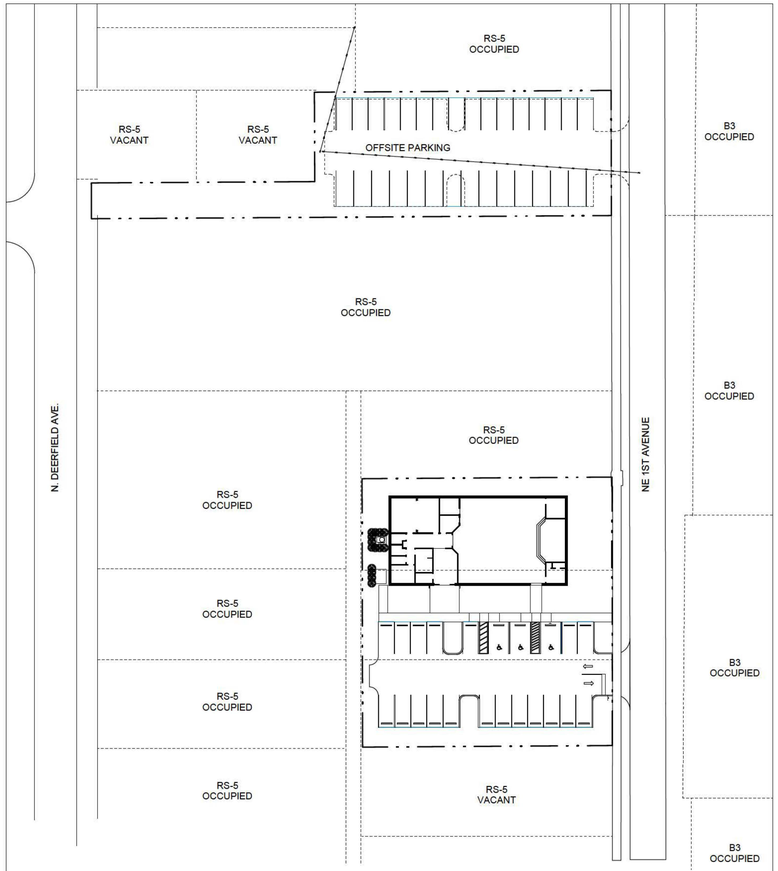
AREA MAP



SHEET INDEX

01-GENERAL

SHEET NUMBER	SHEET NAME	SHEET ISSUE DATE	CURRENT REVISION	CURRENT REVISION DATE
A-000	COVER SHEET	1-15-2020	4	09/30/2020
SURVEY-1	SURVEY	1-14-2020	2	08/03/2020
SURVEY-2	SURVEY	1-14-2020	2	08/03/2020
A-040	SITE PLAN	1-15-2020	4	09/30/2020
A-041	SITE PLAN - OFFSITE PARKING	1-15-2020	2	08/03/2020
A-100	OVERALL FLOOR PLAN	1-15-2020	1	04/13/2020
A-200	BUILDING ELEVATIONS	1-15-2020	3	09/10/2020
LP1	LANDSCAPE PLAN	12-15-2019	4	09/30/2020
LP2	LANDSCAPE PLAN	12-15-2019	4	09/30/2020
LP3	LANDSCAPE SPECIFICATIONS	12-15-2019	1	06/15/2020
MIT-1	SITE MITIGATION PLAN	06-10-2020		
MIT-2	SITE MITIGATION PLAN	06-10-2020		
IR-1	SITE IRRIGATION	12-15-2019	1	06/15/2020
IR-2	SITE IRRIGATION	12-15-2019	1	06/15/2020
IR-3	IRRIGATION DETAILS	06-15-2020		
EPH1.1	PHOTOMETRIC SITE PLAN	1-15-2020	1	08/05/2020
EPH1.2	PHOTOMETRIC SITE PLAN	1-15-2020	1	08/05/2020



1 / A-000 LOCATION MAP
1" = 40'-0"

asante
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JUL ETTE L SCHIFF
FL REG AR 94008

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Revision Schedule

No.	Description	Date
1	PR COMMENTS	04/13/2020
2	PR COMMENTS	08/03/2020
3	PR COMMENTS	09/10/2020
4	PR COMMENTS	09/30/2020

REVIEW SET
NOT FOR CONSTRUCTION
THIS DRAWING IS NOT FOR CONSTRUCTION,
IT HAS BEEN ISSUED FOR PRELIMINARY REVIEW ONLY.

RADIANT LIVING WORSHIP CENTER
321-341 NE 1ST. AVENUE
DEERFIELD BEACH, FL

COVER SHEET

Client Name	RADIANT LIV NG WORSHIP CENTER
Project number	18-056
Date	1-15-2020
Project Manager	JLS
Drawn By	AB

A-000

Scale: As indicated

9/30/2020 5:18:13 PM

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GRAPHIC SCALE

20 0 10 20 40 80

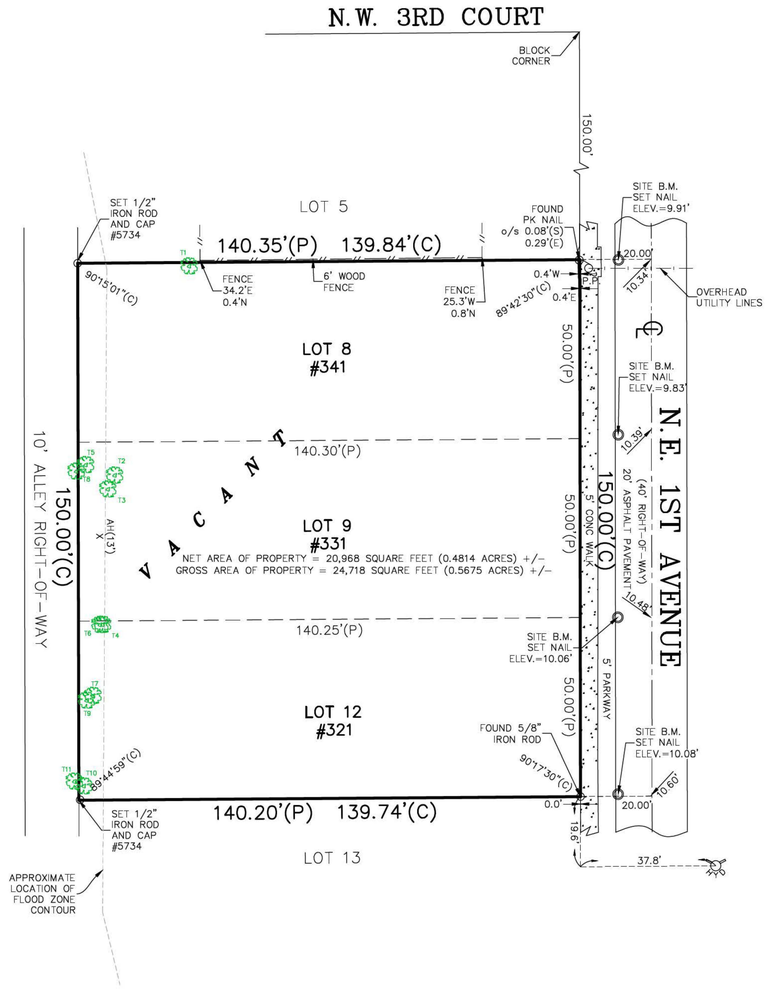
(IN FEET)
1 inch = 20 ft.

TREE TABLE

#	DESCRIPTION
T1	22" MANGO
T2	13" PALM
T3	11" PALM
T4	95" OAK
T5	13" PALM
T6	11" PALM
T7	13" OAK
T8	28" OAK
T9	10" PALM
T10	28" OAK
T11	38" OAK

LEGEND:

B.M.	= BENCHMARK
B.C.R.	= BROWARD COUNTY RECORDS
C	= CALCULATED MEASUREMENT
℄	= CENTERLINE
C.B.	= CHORD BEARING
C.B.S.	= CONCRETE BLOCK STRUCTURE
C.L.F.	= CHAIN LINK FENCE
C.O.	= CLEAN OUT
CONC.	= CONCRETE
C.L.P.	= CONCRETE LIGHT POLE
D	= DEED MEASUREMENT
E.S.	= ELECTRIC SERVICE
ELEV.	= ELEVATION
F.P.L.	= FLORIDA POWER & LIGHT
G.V.	= GATE VALVE
L.P.	= LIGHT POLE
M	= MEASURED
M-D.C.R.	= MIAMI-DADE COUNTY RECORDS
M.H.	= MANHOLE
NAVD	= NORTH AMERICAN VERTICAL DATUM
NGVD	= NATIONAL GEODETIC VERTICAL DATUM
O.R.B.	= OFFICIAL RECORDS BOOK
P	= PLAT MEASUREMENT
P.B.	= PLAT BOOK
P.E.	= POOL EQUIPMENT
P.B.C.R.	= PALM BEACH COUNTY RECORDS
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
TYP.	= TYPICAL
W.M.	= WATER METER
P.P.	= POWER POLE
A/C	= AIR CONDITIONING UNIT
o/s	= OFFSET
R/W	= RIGHT-OF-WAY
	= HANDICAPPED PARKING
	= FIRE HYDRANT
	= UTILITY POLE
10.86	= SPOT ELEVATION
T1	= TREE AND TREE NUMBER



PINNELL SURVEY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
5300 WEST HILLSBORO BOULEVARD, SUITE 215-A
COCONUT CREEK, FLORIDA 33073
PHONE: (954)418-4940 FAX: (954)418-4941
LICENSED BUSINESS #6857

PROJECT ADDRESS: 321, 331 & 341 N.E. 1st AVENUE
DEERFIELD BEACH, FLORIDA 33441

CERTIFY TO:

1. RADIANT LIVING WORSHIP CENTER, INC.
2.
3.
4.

LEGAL DESCRIPTION:

LOTS 8, 9 AND 12, OF "W.L. BRACKNELL SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 24, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

ENCROACHMENT NOTES:

1. CONCRETE WALK CROSSES OVER THE EASTERLY PROPERTY LINE.

GENERAL NOTES:

1) TYPE OF SURVEY: BOUNDARY
2) IF THIS SURVEY HAS BEEN REVISED AS INDICATED IN THE REVISION BOX SHOWN HEREON, THEN ANY AND ALL PREVIOUS VERSIONS OF THIS SURVEY PREPARED BY PINNELL SURVEY, INC. ARE NULL & VOD.
3) THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, UNLESS ELECTRONICALLY SIGNED AND SEALED BY A FLORIDA LICENSED SURVEYOR AND MAPPER.
4) THE PROPERTY SHOWN HEREON WAS SURVEYED BASED ON WFG NATIONAL TITLE INSURANCE COMPANY COMMITMENT, BEARING SPIRIT TITLE & ESCROW, INC. FILE NO. 10100, DATED JANUARY 14, 2020 @ 8:00 AM AND ALL PLOTTABLE MATTERS OF SURVEY CONTAINED IN SCHEDULE B, PART II OF SAID COMMITMENT ARE SHOWN HEREON.
5) UNLESS OTHERWISE NOTED, FIELD MEASUREMENTS ARE IN AGREEMENT WITH RECORD MEASUREMENTS.
6) ELEVATIONS SHOWN HEREON (IF ANY) ARE BASED ON THE NAVD '88, UNLESS OTHERWISE NOTED.
7) UNDERGROUND IMPROVEMENTS AND UTILITIES ARE NOT LOCATED.
8) FENCE AND WALL OWNERSHIP IS NOT DETERMINED.
9) THIS DRAWING IS THE PROPERTY OF PINNELL SURVEY, INC. AND SHALL NOT BE USED OR REPRODUCED, WHOLE OR IN PART WITHOUT WRITTEN PERMISSION & AUTHORIZATION FROM PINNELL SURVEY, INC.
10) ALL EASEMENTS SHOWN ON THE ATTACHED DRAWING ARE PER THE RECORD PLAT (UNLESS OTHERWISE NOTED).
11) BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN HEREON IS LOCATED WITHIN A FLOOD ZONE "AH" WITH A BASE FLOOD ELEVATION OF 13 FEET AND FLOOD ZONE "X" WITH NO BASE FLOOD ELEVATION DETERMINED, AS SHOWN ON F.I.R.M. MAP 125101-0178-H, BEARING A MAP EFFECTIVE DATE OF 08/18/14.
12) REFERENCE BENCHMARK: BROWARD COUNTY ENGINEERING B.M. #1898, ELEVATION = 15.233'(NGVD '29) / 13.661'(NAVD '88)
13) TREE DESCRIPTION ARE GENERAL IN NATURE AND SHOULD BE VERIFIED.
14) DATE FIELDWORK PERFORMED: 04/01/19 (FIELD BOOK 595, PAGE 01)
15) DRAWN BY: Q.D.I. CHECKED BY: S.A./J.P.

CERTIFICATION:

THIS IS TO CERTIFY THAT I HAVE RECENTLY SURVEYED THE PROPERTY DESCRIBED IN THE FOREGOING TITLE CAPTION AND HAVE SET OR FOUND MONUMENTS AS INDICATED ON THIS SKETCH AND THAT SAID ABOVE GROUND SURVEY AND SKETCH ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE UNDER RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS.

JASON H. PINNELL
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 5734 – STATE OF FLORIDA

JASON H. PINNELL CERTIFICATE No. 5734 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

REVISIONS:

REVISION	DATE	CHECKED BY
REVIEW TITLE COMMITMENT AND ADD PROPERTY AREA	05/12/20	J.P.
TREE SURVEY (20-0898)	05/22/20	S.A.
ADD GROSS AREA OF PROPERTY	08/03/20	J.P.

PROJECT NAME: RADIANT LIVING WORSHIP CENTER JOB NO.: 19-0583

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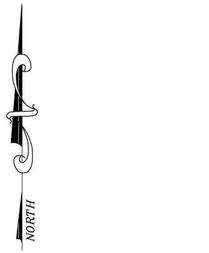
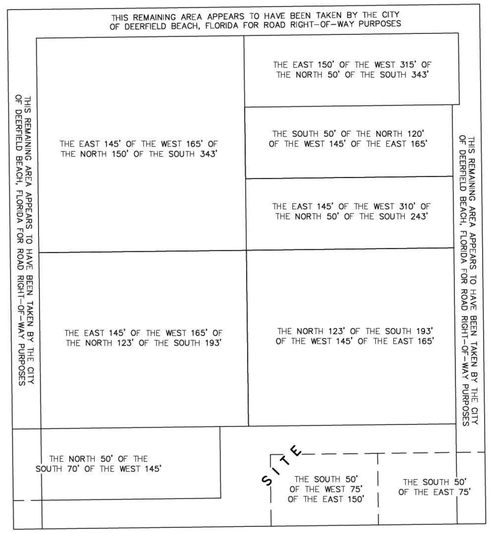


GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.



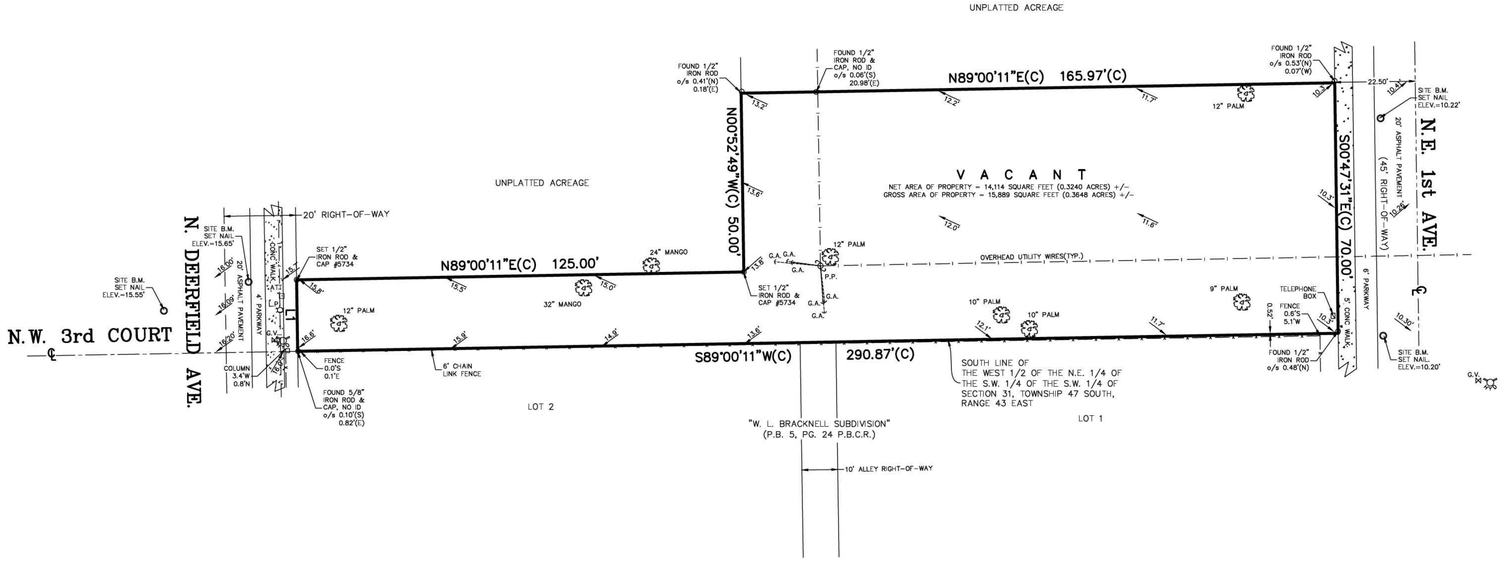
LOCATION SKETCH: NOT TO SCALE

THE SOUTH 363' OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST

LINE L1:
N00°52'49"W(C) 20.00'

LEGEND:

B.M.	=	BENCHMARK
B.C.R.	=	BROWARD COUNTY RECORDS
C	=	CALCULATED MEASUREMENT
℄	=	CENTERLINE
C.B.	=	CHORD BEARING
C.B.S.	=	CONCRETE BLOCK STRUCTURE
C.L.F.	=	CHAIN LINK FENCE
C.O.	=	CLEAN OUT
CONC.	=	CONCRETE
C.L.P.	=	CONCRETE LIGHT POLE
D	=	DEED MEASUREMENT
E.S.	=	ELECTRIC SERVICE
ELEV.	=	ELEVATION
F.P.L.	=	FLORIDA POWER & LIGHT
G.A.	=	GUY ANCHOR
G.V.	=	GATE VALVE
L.P.	=	LIGHT POLE
M	=	MEASURED
M.H.	=	MANHOLE
NAVD	=	NORTH AMERICAN VERTICAL DATUM
NGVD	=	NATIONAL GEODETIC VERTICAL DATUM
O.R.B.	=	OFFICIAL RECORDS BOOK
P	=	PLAT MEASUREMENT
P.B.	=	PLAT BOOK
P.E.	=	POOL EQUIPMENT
P.B.C.R.	=	PALM BEACH COUNTY RECORDS
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
TYP.	=	TYPICAL
W.M.	=	WATER METER
P.P.	=	POWER POLE
A/C	=	AIR CONDITIONING UNIT
o/s	=	OFFSET
ATT	=	AT & T RISER
♿	=	HANDICAPPED PARKING
	=	FIRE HYDRANT
	=	UTILITY POLE
10.00	=	SPOT ELEVATION



PINNELL SURVEY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
5300 WEST HILLSBORO BOULEVARD, SUITE 215-A
COCONUT CREEK, FLORIDA 33073
PHONE: (954)418-4940 FAX: (954)418-4941
LICENSED BUSINESS #6857

PROJECT ADDRESS: 411 N.E. 1st AVENUE
DEERFIELD BEACH, FLORIDA 33441

CERTIFY TO:

1. RADIANT LIVING WORSHIP CENTER, INC.
2.
3.
4.

LEGAL DESCRIPTION:

BEGIN 75 FEET WEST OF THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; RUN NORTH 50 FEET, WEST 75 FEET, SOUTH 50 FEET, EAST 75 FEET TO THE POINT OF BEGINNING, LESS THE SOUTH 20 FEET THEREOF.

TOGETHER WITH:

BEGIN AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; RUN NORTH 50 FEET, WEST 75 FEET, SOUTH 50 FEET, EAST 75 FEET TO THE POINT OF BEGINNING.

ALSO WITH:

THE SOUTH 363 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 LESS THE NORTH 50 FEET OF THE SOUTH 70 FEET OF THE WEST 145 FEET AND LESS THE EAST 145 FEET OF THE WEST 165 FEET OF THE NORTH 123 FEET OF THE SOUTH 193 FEET AND LESS THE EAST 145 FEET OF THE WEST 165 FEET OF THE NORTH 150 FEET OF THE SOUTH 343 FEET AND LESS THE SOUTH 50 FEET OF THE WEST 75 FEET OF THE EAST 150 FEET AND LESS THE NORTH 123 FEET OF THE SOUTH 193 FEET OF THE WEST 145 FEET OF THE EAST 165 FEET AND LESS THE EAST 145 FEET OF THE WEST 310 FEET OF THE NORTH 50 FEET OF THE SOUTH 243 FEET AND LESS THE SOUTH 50 FEET OF THE NORTH 120 FEET OF THE WEST 145 FEET OF THE EAST 165 FEET AND LESS THE EAST 150 FEET OF THE WEST 315 FEET OF THE NORTH 50 FEET OF THE SOUTH 343 FEET, SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA.

ENCROACHMENT NOTES:

NONE VISIBLE.

GENERAL NOTES:

1) TYPE OF SURVEY: BOUNDARY
2) IF THIS SURVEY HAS BEEN REVISED AS INDICATED IN THE REVISION BOX SHOWN HEREON, THEN ANY AND ALL PREVIOUS VERSIONS OF THIS SURVEY PREPARED BY PINNELL SURVEY, INC. ARE NULL & VOID.
3) THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, UNLESS ELECTRONICALLY SIGNED AND SEALED BY A FLORIDA LICENSED SURVEYOR AND MAPPER.
4) THE PROPERTY SHOWN HEREON WAS SURVEYED BASED ON WFG NATIONAL TITLE INSURANCE COMPANY COMMITMENT, BEARING SPIRIT TITLE & ESCROW, INC. FILE NO. 10100, DATED JANUARY 14, 2020 @ 8:00 AM AND ALL PLOTTABLE MATTERS OF SURVEY CONTAINED IN SCHEDULE B, PART II OF SAID COMMITMENT ARE SHOWN HEREON.
5) UNLESS OTHERWISE NOTED, FIELD MEASUREMENTS ARE IN AGREEMENT WITH RECORD MEASUREMENTS.
6) ELEVATIONS SHOWN HEREON (IF ANY) ARE BASED ON THE NAVD '88, UNLESS OTHERWISE NOTED.
7) UNDERGROUND IMPROVEMENTS AND UTILITIES ARE NOT LOCATED.
8) FENCE AND WALL OWNERSHIP IS NOT DETERMINED.
9) THIS DRAWING IS THE PROPERTY OF PINNELL SURVEY, INC. AND SHALL NOT BE USED OR REPRODUCED, WHOLE OR IN PART WITHOUT WRITTEN PERMISSION & AUTHORIZATION FROM PINNELL SURVEY, INC.
10) ALL EASEMENTS SHOWN ON THE ATTACHED DRAWING ARE PER THE RECORD PLAT (UNLESS OTHERWISE NOTED).
11) BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 89°00'11" WEST ALONG THE SOUTH LINE OF THE WEST 1/2 OF THE N.E. 1/4 OF THE S.W./ 1/4 OF THE S.W. 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST.
12) REFERENCE BENCHMARK: BROWARD COUNTY ENGINEERING B.M. 1898, ELEVATION=15.233'(NGVD '29) / 13.661'(NAVD '88)
13) BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN HEREON IS LOCATED WITHIN A FLOOD ZONE "X" AND "X(0.2%)" WITH NO BASE FLOOD ELEVATION DETERMINED, AS SHOWN ON F.I.R.M. MAP 125101-0178-H, BEARING A MAP EFFECTIVE DATE OF 08/18/14.
14) TREE DESCRIPTIONS ARE GENERAL IN NATURE AND SHOULD BE VERIFIED.
15) DATE FIELDWORK PERFORMED: 11/05/03 (FIELD BOOK 90, PAGE 70)
16) DRAWN BY: J.H.P. & Q.D.I. CHECKED BY: J.H.P.

CERTIFICATION:

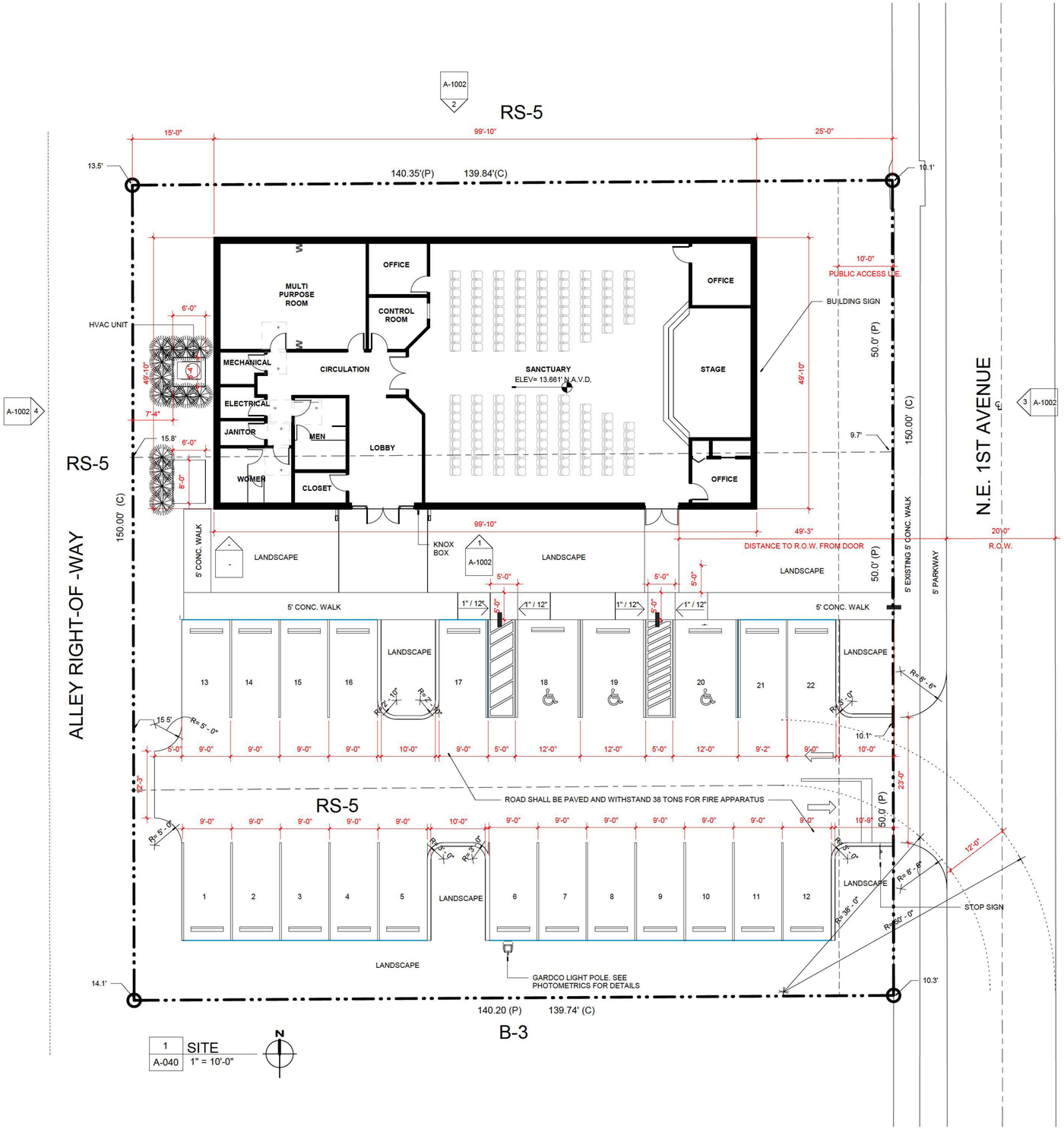
THIS IS TO CERTIFY THAT I HAVE RECENTLY SURVEYED THE PROPERTY DESCRIBED IN THE FOREGOING TITLE CAPTION AND HAVE SET OR FOUND MONUMENTS AS INDICATED ON THIS SKETCH AND THAT SAID ABOVE GROUND SURVEY AND SKETCH ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE UNDER RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS.

JASON H. PINNELL
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 5734 – STATE OF FLORIDA

REVISIONS:

REVISION	DATE	CHECKED BY
RE-SURVEY (20-0702)	04/20/20	J.P.
REVIEW TITLE COMMITMENT AND ADD PROPERTY AREA	05/12/20	J.P.
ADD GROSS AREA OF PROPERTY	08/03/20	J.P.

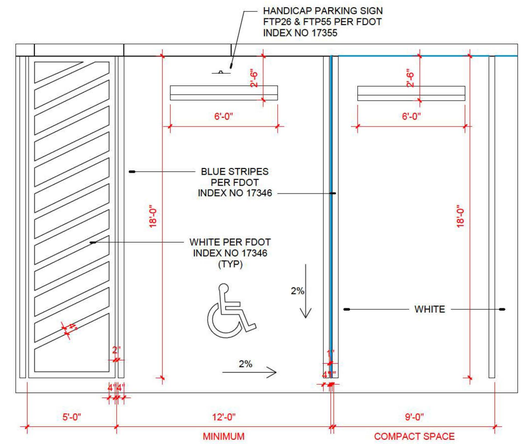
PROJECT NAME: RADIANT LIVING WORSHIP CTR JOB NO.: 03-4250



1 A-040 SITE
1" = 10'-0"

EXIST FIRE HYDRANT

2 A-040 PARKING DETAIL
1/4" = 1'-0"



SITE DATA

ITEM	REQUIRED	PROPOSED
BUILDING		
(1) LAND USE	-	RESIDENTIAL LOW(DU/AC)
(2) ZONING DESIGNATION	-	RS-5
(3) GROSS ACREAGE-COMBINED		40,607 SF/ 0.9323 Acres
(4) NET ACREAGE-COMBINED	MIN. 7,000 SF	35,082 SF/ 0.8054 Acres
(5) F.A.R.-COMBINED		14%
(6) MAX. LOT COVERAGE-COMBINED	25%	14%
(7) MIN FLOOR AREA	1,250 FT	4,992 SF
(8) BUILDING HEIGHT	35 FT MAX.	24'-1"
(9) MIN. LOT WIDTH	70 FT.	220 FT W/OFF-SITE PARKING
(10) STREET FRONTAGE	200 FT	220 FT W/OFF-SITE PARKING
(11) MINIMUM LOT AREA	20,000 SF	35,082 SF
SETBACKS		
(1) FRONT SETBACK	25 FT	25 FT.
(2) REAR SETBACK	15 FT	15' FT
(3) CORNER SETBACK	15 FT	N/A
(4) SIDE SETBACK	7.5 FT	9'-6" FT.

AREA SITE DATA

Name	Area	%
AC PAD	32.21 SF	0%
BUILDING	4,992.48 SF	14%
DRIVEWAY-MAIN	3,130.10 SF	9%
GARBAGE PAD	47.96 SF	0%
LANDSCAPE-MAIN SITE	7,721.72 SF	22%
LANDSCAPE-OFFSITE	14,114.77 SF	40%
PARKING-MAIN	3,965.67 SF	11%
SIDE WALK-MAIN	1,077.92 SF	3%
	35,082.84 SF	100%

PERVIOUS - IMPERVIOUS

NAME	AREA	%
IMPERVIOUS	13,246.35 SF	38%
PERVIOUS-MAIN SITE	7,721.72 SF	22%
PERVIOUS-OFFSITE PARKING	14,114.77 SF	40%
	35,082.84 SF	100%

PARKING SPACES REQUIRED

CHURCH SANCTUARY	150 SEATS	150 SEATS/4	38 PARKING SPACES
OFFICES	374 SF	1/250 SF GROSS	2 PARKING SPACES
TOTAL			40 PARKING SPACES

PARKING SPACES PROVIDED

TYPE	QTY
ADA PARKING SPACE DOUBLE SPACE 12' x 18'	2
ADA PARKING SPACE SPACE 12' x 18'	1
PARKING SPACE 9' x 18'	35
PARKING SPACE 10' x 20'	14
	52

asante
ASANTE DESIGN GROUP LLC
architecture • engineering • interior • planning
4800 T-Rex Avenue • Suite 315
Boca Raton • FL 33431
T.561.349.5151 F.561.349.5152
www.asantedesigngroup.com
AA 26003560 • EB32879

JUL ETTE L SCHIFF
FL REG AR 94008

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REVISION SCHEDULE

No.	DESCRIPTION	DATE
1	PR COMMENTS	04/13/2020
2	PR COMMENTS	08/03/2020
3	PR COMMENTS	09/10/2020
4	PR COMMENTS	09/30/2020

REVIEW SET
NOT FOR CONSTRUCTION
THIS DRAWING IS NOT FOR CONSTRUCTION, IT HAS BEEN ISSUED FOR PRELIMINARY REVIEW ONLY.

RADIANT LIVING WORSHIP CENTER

321-341 NE 1ST. AVENUE
DEERFIELD BEACH, FL

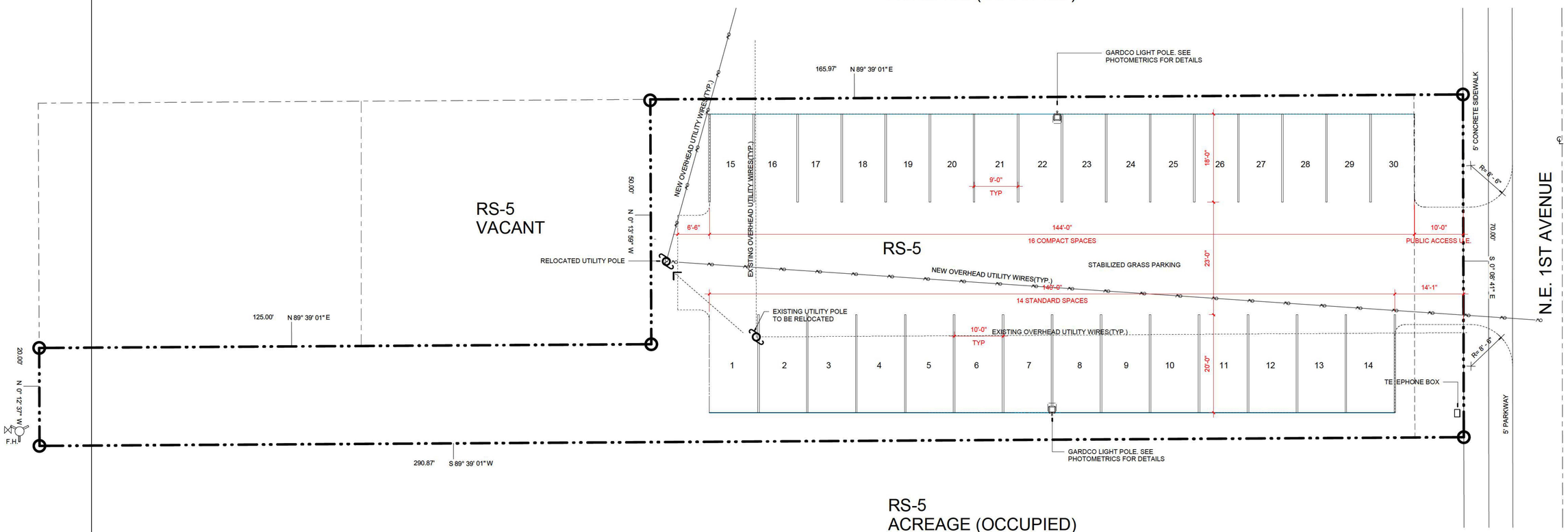
SITE PLAN

Client Name	RADIANT LIVING WORSHIP CENTER
Project number	18-056
Date	1-15-2020
Project Manager	JLS
Drawn By	AB

A-040

Scale: As indicated

9/30/2020 9:23:41 AM



1 OFF-SITE PARKING SITE PLAN
A-041 1" = 10'-0"

N

ASANTE DESIGN GROUP LLC
architecture • engineering • interior • planning
4800 T-Rex Avenue • Suite 315
Boca Raton • FL 33431
T.561.349.5151 F.561.349.5152
www.asantedesigngroup.com
AA 26003560 • EB32879

JULIETTE L SCHIFF
FL REG AR 94008

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REVISION SCHEDULE

No.	DESCRIPTION	DATE
1	PR COMMENTS	04/13/2020
2	PR COMMENTS	08/03/2020
3	PR COMMENTS	09/30/2020

REVIEW SET
NOT FOR CONSTRUCTION
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RADIANT LIVING WORSHIP CENTER

321-341 NE 1ST. AVENUE
DEERFIELD BEACH, FL

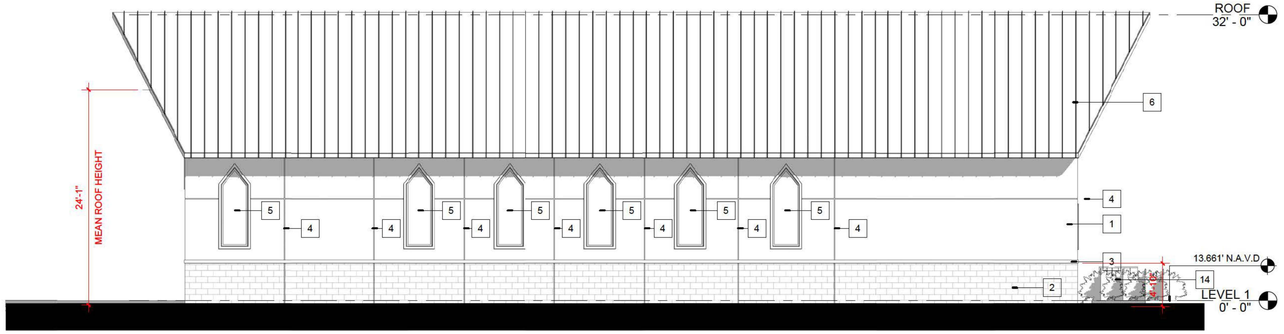
SITE PLAN - OFFSITE PARKING

Client Name	RADIANT LIVING WORSHIP CENTER
Project number	18-056
Date	1-15-2020
Project Manager	JLS
Drawn By	AB

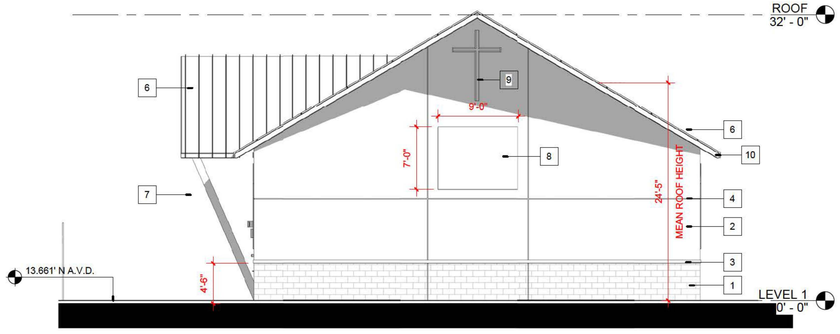
A-041

Scale 1" = 10'-0"

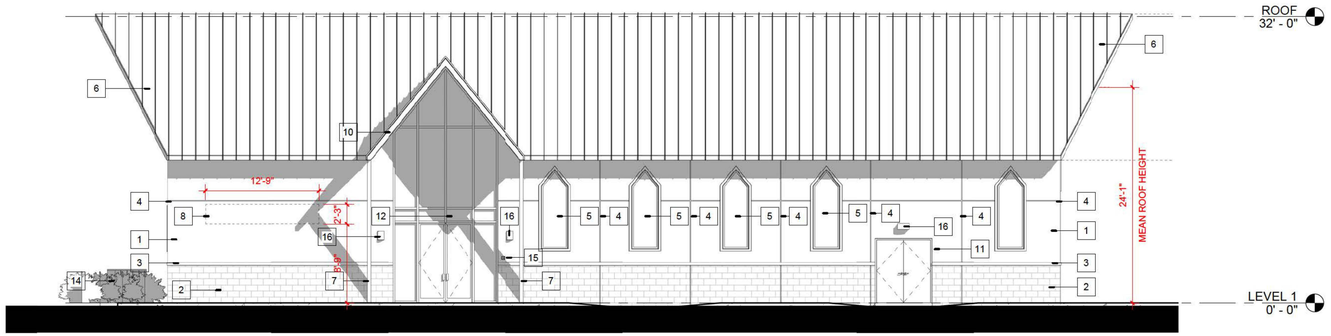
9/30/2020 5:22:16 PM



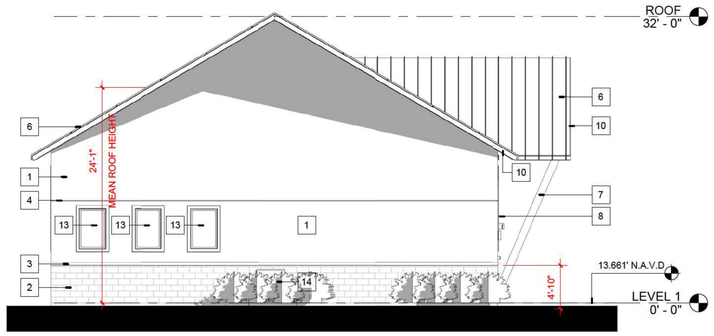
1 A-200 NORTH ELEVATION
1/8" = 1'-0"



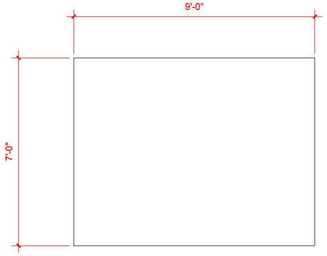
2 A-200 EAST ELEVATION
1/8" = 1'-0"



3 A-200 SOUTH ELEVATION
1/8" = 1'-0"



4 A-200 WEST ELEVATION
1/8" = 1'-0"



7 A-200 SIGNAGE AREA - EAST ELEVATION
3/8" = 1'-0"

ELEVATION NOTES

MARK	ELEV NOTES
1	STUCCO SMOOTH FINISH-COLOR BUNGALOW BEIGE SW 7511
2	SPLIT FACE COARSE FINISH-COLOR ROOKWOOD TERRA COTTA SW2803
3	4" X 1" DECORATIVE TRIM-COLOR DIVINE WHITE SW6105
4	1" X 1/2" DECORATIVE REVEAL
5	3' X 8'-8" ALUMINUM WINDOW
6	METAL STANDING SEAM ROOF
7	ROOF SUPPORT
8	CHURCH LOGO
9	CROSS WINDOW
10	FASCIA BOARD
11	DOUBLE DOOR HURRICANE RESISTANT
12	ALUMINUM DECORATIVE ENTRY FEATURE
13	36" X 54" ALUMINUM WINDOW
14	HVAC-COMPRESSOR UNIT ON CONCRETE SLAB
15	KNOX BOX
16	WALL MOUNTED LIGHT FIXTURE

COLOR CHART

SW 7511
Bungalow Beige
Interior / Exterior
Location Number: 250-C2

SW 6105
Divine White
Interior / Exterior
Location Number: 255-C4

SW 2803
Rookwood Terra Cotta
Interior / Exterior

asante
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JULIETTE L SCHIFF
FL REG AR 94008

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REVISION SCHEDULE

No.	DESCRIPTION	DATE
1	PR COMMENTS	04/13/2020
2	PR COMMENTS	09/10/2020

REVIEW SET
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RADIANT LIVING WORSHIP CENTER

321-341 NE 1ST. AVENUE
DEERFIELD BEACH, FL

BUILDING ELEVATIONS

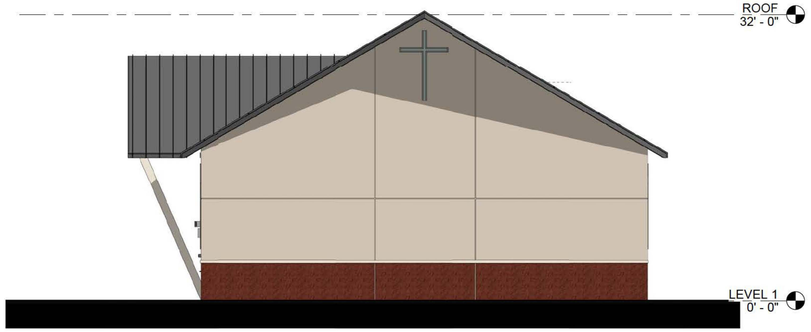
Client Name	RADIANT LIVING WORSHIP CENTER
Project number	18-056
Date	1-15-2020
Project Manager	JLS
Drawn By	AB
Scale	As indicated

A-200

9/10/2020 1:02:44 PM

1 A-1002 SOUTH ELEVATION - COLORED
1/8" = 1'-0"

2 A-1002 NORTH ELEVATION - COLORED
1/8" = 1'-0"



3 A-1002 EAST ELEVATION - COLORED
1/8" = 1'-0"

4 A-1002 WEST ELEVATION - COLORED
1/8" = 1'-0"

COLOR CHART

SW 7511
Bungalow Beige
Interior / Exterior
Location Number: 250-C2

SW 6105
Divine White
Interior / Exterior
Location Number: 268-C4

SW 2803
Rookwood Terra Cotta
Interior / Exterior

asante
ASANTE DESIGN GROUP LLC
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JULIETTE L SCHIFF
FL REG AR 94008

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REVISION SCHEDULE

No.	DESCRIPTION	DATE

REVIEW SET
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RADIANT LIVING WORSHIP CENTER

321-341 NE 1ST. AVENUE
DEERFIELD BEACH, FL

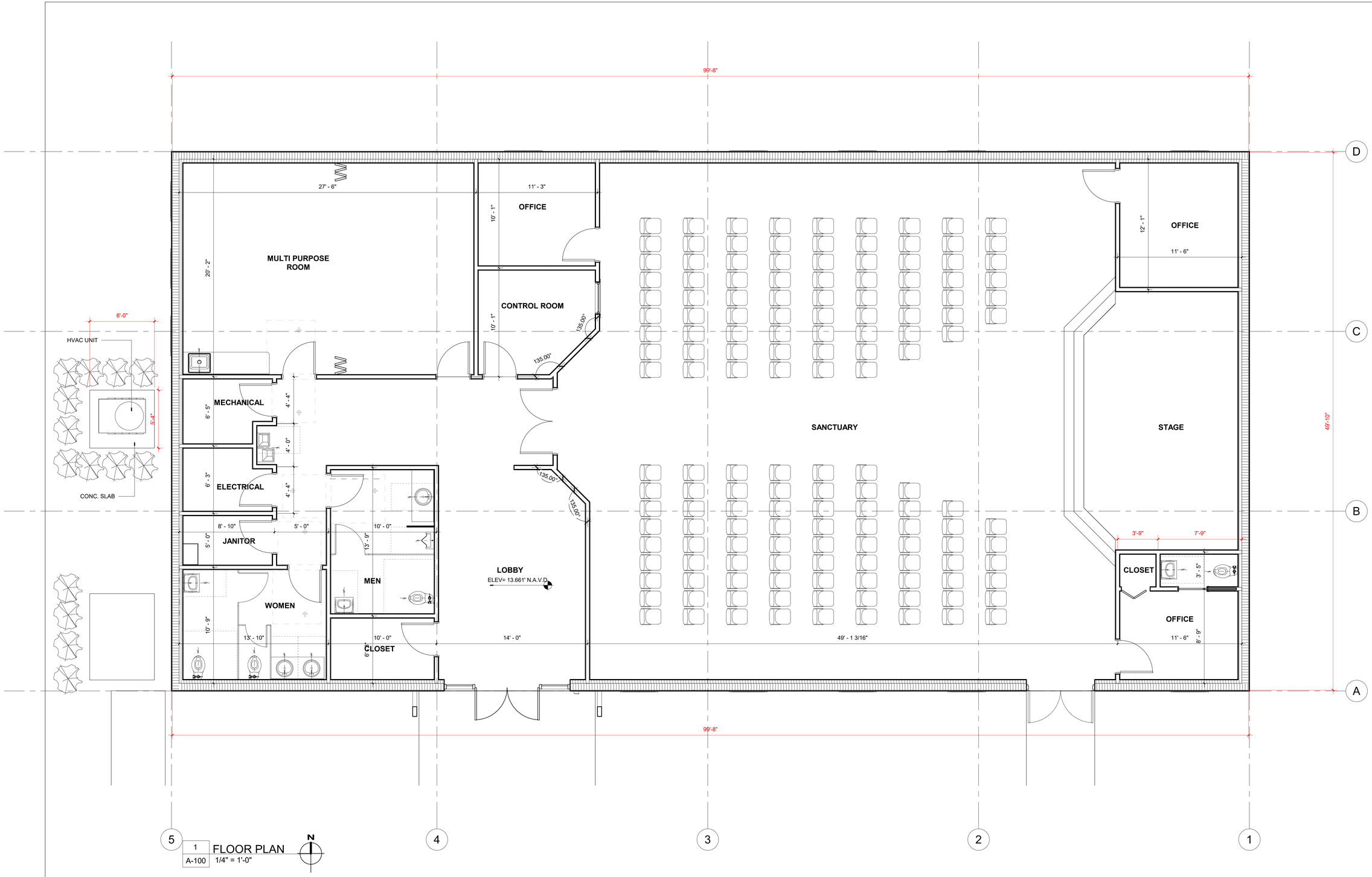
ELEVATIONS - COLORED

Client Name	RADIANT LIVING WORSHIP CENTER
Project number	18-056
Date	08-03-20
Project Manager	JLS
Drawn By	AB

A-1002

Scale As indicated

9/10/2020 2:16:33 PM



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REVISION SCHEDULE

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RADIANT LIVING WORSHIP CENTER

321-341 NE 1ST. AVENUE
DEERFIELD BEACH, FL

OVERALL FLOOR PLAN

Client Name	RADIANT LIVING WORSHIP CENTER
Project number	18-056
Date	1-15-2020
Project Manager	JLS
Drawn By	AB

A-100

Scale 1/4" = 1'-0"

8/25/2020 9:57:24 AM

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PLANT LIST

INSTITUTIONAL CITY OF DEERFIELD BEACH, FL

KEY	QUANT.	PLANT NAME	REMARKS
TREES / PALMS PROPOSED, SEE SHEET MIT-1			
	1	Persea Americana/Avocado Tree	25'OA, trim, lift and shape
	1	Olea Capensis/Black Ironwood	25'OA, trim, lift and shape
	2	Ficus Citifolia/Short Leaf Fig	20'OA, trim, lift and shape
	1	Ficus Aureus/Strangler Fig	30'OA, trim, lift and shape
	1	Quercus Virginiana/Live Oak	35'OA, trim, lift and shape
	5	Sabal Palmetto/Cabbage Palm	16-18'CT, trim and clean
TREES / PALMS PROPOSED			
GUM	3	Bursera Simaruba/Gumbo Limbo	16'OA, 6'CT, 3"CAL, full (native)
CE	12	Conocarpus Erectus/Green buttonwood	16'OA, 6'CT, 3"CAL, full (native)
IEP	6	Ilex East Palatka/Palatka Holly	16'OA, 6'CT, 3"CAL, full (native)
TAB	3	Handroanthus Serratifolia/Yellow Tabebula	10'x5'OA, 2.5"CAL, full (drought)
GEI	3	Cordia Sebestina/Orange Geiger	10'x5'OA, 2.5"CAL, full (native)
AD3	2	Veitchia Merrillii/Adonidia Palm	16-18'OA, TRPL, full (drought)
AD2	3	Veitchia Merrillii/Adonidia Palm	16-18'OA, DBL, full (drought)
SHRUBS & GROUNDCOVERS			
CLG	207	Clusea Flavia (Guttifera)/Dwarf Rose Apple	3-7 GAL, 2-3'OA, 24"OC, full (native)
PO3	70	Podocarpus Maki/Maki Yew	3GAL, 2-3'OA, 2'OC, full (very drought)
CI	39	Chrysobalanus Icaco/ Cocoplum	3 GAL, 3'OA, 24"OC, full (native)
THR	56	Thryallis Glauca/ Yellow Thryallis	3 GAL, 2'OA, 24"OC, full (drought)
FGI	150	Ficus Microcarpa Grn Island/ Grn Island Fic	3 GAL, 14" OA, 20" OC, full (drought)
WF	125	Microsorum Scolopendrium/Wart Fern	1 GAL, 10" OA, 14" OC, full (drought)
SOD	as required	St Augustine Floratan	SQ FT, full

NOTE

Native, very drought and drought tolerant plants indicated per Xeriscape Plant Guide II

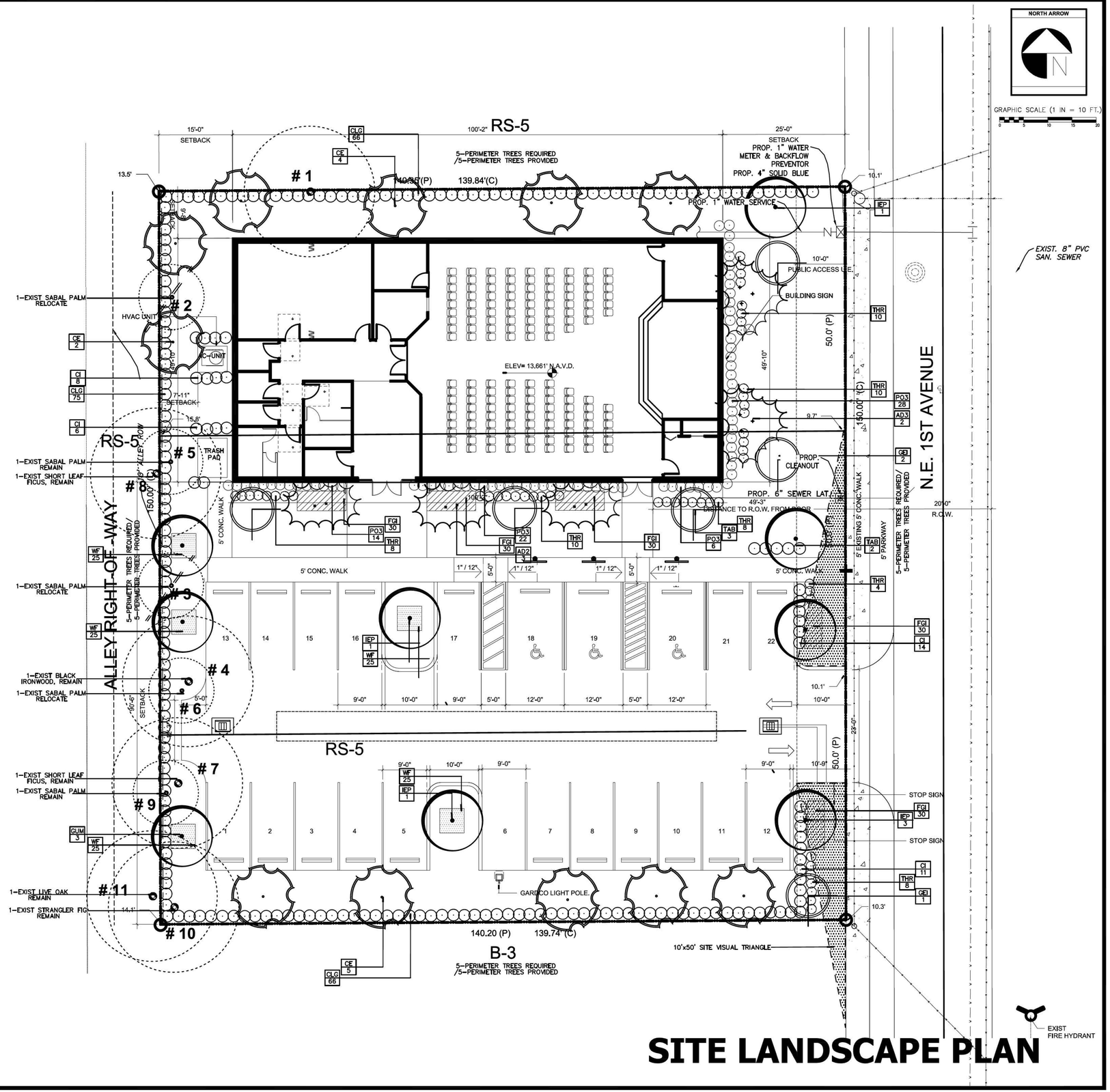
LANDSCAPE REQUIREMENTS

INSTITUTIONAL 3231-341 NE 1ST AVENUE, CITY OF DEERFIELD BEACH, FL

TOTAL LOT AREA	**35082.84 SF (100%)**
IMPERVIOUS AREA (BLDG, PAVING, DRIVE, ETC)	**13246.35 SF (38%)**
TOTAL PERVIOUS AREA PROVIDED-MAIN SITE (Interior open space-4117.82 SF / Buffer open space-3210 SF)	**7721.72 SF (22%)**
ROW TREES REQUIRED (127LF/40LF)	**4-TREES**
ROW TREES PROVIDED	**4- TREES**
PERIMETER BUFFER TREES REQUIRED (430LF/30LF)	**15-TREES**
PERIMETER BUFFER TREES PROVIDED	**15-TREES**
INTERIOR TREES REQUIRED (4118 SF/ 1500 SF)	**5 TREES**
INTERIOR TREES PROVIDED	**5 TREES**
TERMINAL & INTERIOR ISLAND REQUIRED (1/ ISLAND)	**4-TREES**
TERMINAL & INTERIOR ISLAND PROVIDED (1/ ISLAND)	**4-TREES**
EXISTING TREES TO REMAIN OR RELOCATE	**7-TREES/PALMS**
EXISTING TREES TO BE REMOVED	**0-TREES/ 0-CALIPER IN.**
TREE MITIGATION REQUIRED	**0-TREES/ 0-CANOPY/ 0-CALIPER**
TOTAL TREES REQUIRED	**28-TREES**
TOTAL TREES PROVIDED	**30-TREES**
TOTAL FLOWERING TREES REQUIRED (27 TR x .20)	**6-TREES**
TOTAL FLOWERING TREES PROVIDED	**6-TREES**
SHRUBS REQUIRED (28 TR x 20 SHR)	**560 SHRUBS & GROUNCOVER**
SHRUBS PROVIDED	**647 SHRUBS & GROUNDCOVER**
FLOWERING SHRUBS REQUIRED (560 SHR x .10)	**56 SHRUBS FLOWERING**
FLOWERING SHRUBS PROVIDED	**56 SHRUBS FLOWERING**
PALM TREES MAXIMUM QUANTITY ALLOWED (28 x .20)	**6 PALMS**
PALM TREES PROVIDED	**6 PALMS**
NATIVE TREES REQUIRED (28 TR x .50)	**14-TREES**
NATIVE TREES PROVIDED	**21-TREES**

GENERAL PLANTING NOTES

1. All planting notes to be Florida #1 grade or better as stated in "grades and standards for nursery plants" part I and part II (2007), State of Florida, Department of Agriculture, Tallahassee.
2. All prohibited plant species shall be eradicated from the site.
3. All plant material to be handled and planted in accordance with standard nursery practices.
4. All plant material to be guaranteed for a period of ninety (90) days from date of installation.
5. All planting beds to receive three (3) inches of maleluca, recycled bark or other mulch, type "B", or better. **(no cypress mulch)**
6. All planting areas must be irrigated to provide (100% coverage & 50% overlap) by an automatic irrigation w/water sensor system installed by certified irrigation contractor.
7. Sod and irrigation will be provided within all the unpaved areas including the R.O.W.
8. All mechanical equipment must be screened on three sides w/a hedge, solid fence or wall to a height minimum 6" above the item.
9. All underground utilities should be located 48 hours prior to commencement of landscape construction. The Landscape and/or Irrigation contractor is responsible to call toll free **1.800.432.4770 SUNSHINE STATE ONE CALL OF FLORIDA, INC.**
10. The general contractor is responsible for rough grade within two-three (2-3) inches of final grade.
11. In case of discrepancies, the landscape plan takes precedence over the plant list.
12. All existing trees to remain will be trimmed, pruned and protected with an appropriate construction barrier.
13. A minimum distance of 15' for trees and 7.5' for palms from pole lights and overhead utility lines.
15. **Within all site triangles there shall be unobstructed visibility within 2.5' and 6' above pavement level.**
16. **Any trees and shrubs within water, sewer or drainage easements shall conform** to City of Deerfield Beach Standards.
17. No plantings shall be planted over exfiltration trenches.



SITE LANDSCAPE PLAN

RADIANT LIVING CHURCH

321-341 NE 1ST AVENUE, DEERFIELD BEACH, FL.

SITE LANDSCAPE PLAN

MAJESTIC VIEWS
Landscape Architecture - Construction Management
Landscape Architects, Inc.
4711 Cypress Drive South, Boynton Beach, FL 33436
Phone(561)752-9835 Fax (561) 752-4110
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LOUIS ILIAS VLAHOS
LANDSCAPE ARCHITECT

DocuSigned by:
CERTIFICATE SIGNATURE

LA #6666677
LC #26000319

REV. NO.	DATE
REV. #1.	06.15.20
REV. #2.	08.04.20
REV. #3.	09.10.20
REV. #4.	09.30.20

JOB NO:
DRAWN BY: LIV
DATE: 12.15.19
SCALE: 1" = 10'

SHEET NO.
LP-1

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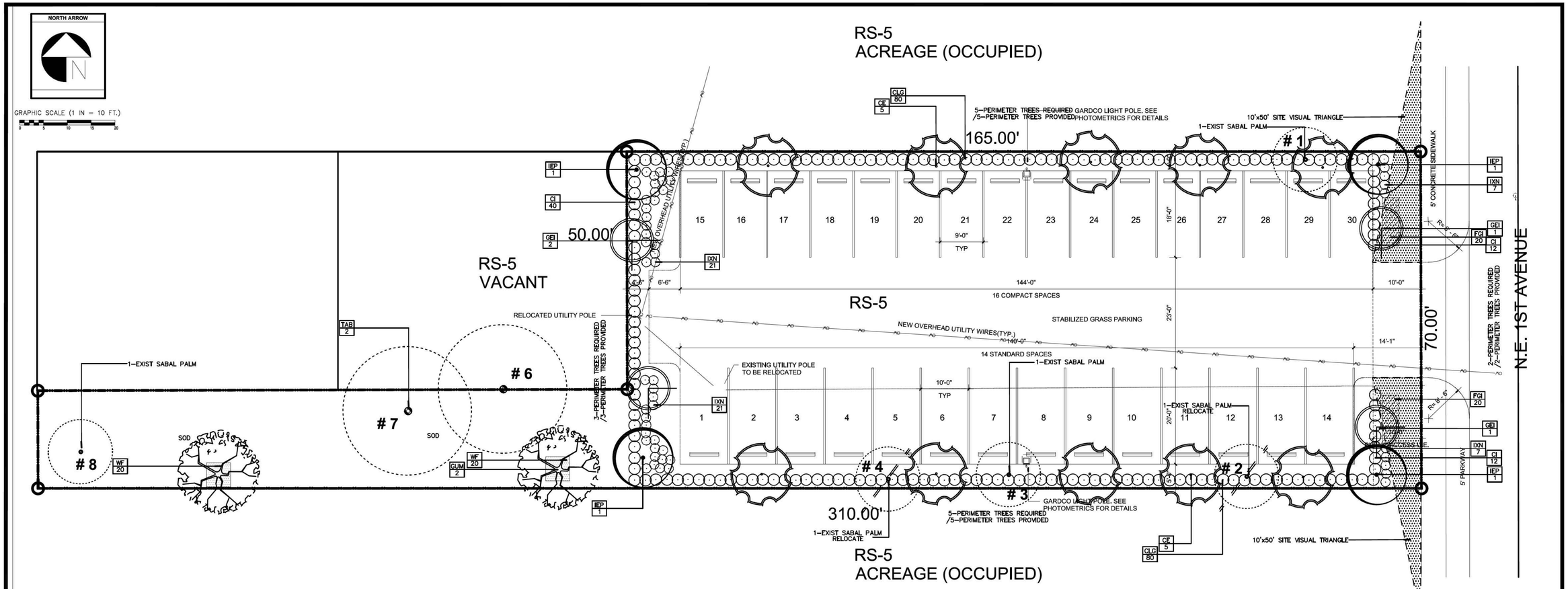

SITE LANDSCAPE PLAN

GENERAL PLANTING NOTES

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2. All prohibited plant species shall be eradicated from the site.
3. All plant material to be handled and planted in accordance with standard nursery practices.
4. All plant material to be guaranteed for a period of ninety (90) days from date of installation.
5. All planting beds to receive three (3) inches of maleluca, recycled bark or other mulch, type "B", or bette **(no cypress mulch)**
6. All planting areas must be irrigated to provide (100% coverage & 50% overlap) by an automatic Irrigation w/water sensor system installed by certified Irrigation contractor.
7. Sod and irrigation will be provided within all the unpaved areas including the R.O.W.
8. All mechanical equipment must be screened on three sides w/a hedge, solid fence or wall to a height minimum 6" above the Item.
9. All underground utilities should be located 48 hours prior to commencement of landscape construction. The Landscape and/or Irrigation contractor is responsible to call toll free **1.800.432.4770 SUNSHINE STATE ONE CALL OF FLORIDA, INC.**
10. The general contractor is responsible for rough grade within two-three (2-3) inches of final grade.
11. In case of discrepancies, the landscape plan takes precedence over the plant list.
12. All existing trees to remain will be trimmed, pruned and protected with an appropriate construction barrier.
13. A minimum distance of 15 ft. separates all trees from pole lights and overhead utility lines.
15. **Within all site triangles there shall be unobstructed visibility within 2.5' and 6' above pavement level.**
16. **Any trees and shrubs within water, sewer or drainage easements shall conform** to City of Deerfield Beach Standards.
17. No plantings shall be planted over exfiltration trenches.

LANDSCAPE REQUIREMENTS

INSTITUTIONAL CITY OF DEERFIELD BEACH, FL

TOTAL LOT AREA	**35082.84 SF (100%)**
PERVIOUS STABILIZED GRASS AREA -OFF SITE PARKING	**9242 SF**
PERVIOUS AREA PROVIDED-OFF SITE PARKING (Interior open space-2506 SF / Buffer open space-2312 SF)	**4872.77 SF**
TOTAL PERVIOUS AREA-OFF SITE PARKING	**14114.77 (40%)**
ROW TREES REQUIRED (70LF/40LF) ROW TREES PROVIDED	**2-TREES 2- TREES**
PERIMETER BUFFER TREES REQUIRED (380LF/30LF) PERIMETER BUFFER TREES PROVIDED	**13-TREES 13-TREES**
INTERIOR TREES REQUIRED (4873 SF/ 1500 SF) INTERIOR TREES PROVIDED	**4 TREES 4 TREES**
TERMINAL & INTERIOR ISLAND REQUIRED (1/ ISLAND) TERMINAL & INTERIOR ISLAND PROVIDED (1/ ISLAND)	**2-TREES 2-TREES**
EXISTING TREES TO REMAIN OR RELOCATE	**4-TREES/PALMS**
EXISTING TREES TO BE REMOVED	**1-PALM/ 12-CALIPER IN.**
TREE MITIGATION REQUIRED	**1-PALM/ 12-CALIPER IN.**
TOTAL TREES REQUIRED TOTAL TREES PROVIDED	**18-TREES 27-TREES**
TOTAL FLOWERING TREES REQUIRED (18 TR x .20) TOTAL FLOWERING TREES PROVIDED	**4-TREES 4-TREES**
SHRUBS REQUIRED (18 TR x 20 SHR) SHRUBS PROVIDED	**360 SHRUBS & GROUNCOVER 360 SHRUBS & GROUNDCOVER**
FLOWERING SHRUBS REQUIRED (360SHR x .10) FLOWERING SHRUBS PROVIDED	**36 SHRUBS FLOWERING 55 SHRUBS FLOWERING**
PALM TREES MAXIMUM QUANTITY ALLOWED (18 x .20) PALM TREES PROVIDED	**4 PALMS 5 PALMS (EXISTING)**
NATIVE TREES REQUIRED (18 TR x .50) NATIVE TREES PROVIDED	**9-TREES 18-TREES**

PLANT LIST

INSTITUTIONAL CITY OF DEERFIELD BEACH, FL

KEY	QUANT.	PLANT NAME	REMARKS
TREES / PALMS PROPOSED SEE SHEET MIT-2			
	2	Manglfera Indica/ Mango Tree	30'OA, trim and shape
	5	Sabal Palmetto/ Cabbage Palm	16-18'OA, 12-14'CT, clean
TREES / PALMS PROPOSED			
GUM	2	Bursera Simaruba/Gumbo Limbo	16'OA, 6'CT, 3"CAL, full (native)
CE	10	Conocarpus Erectus/Green buttonwood	16'OA, 6'CT, 3"CAL, full (native)
IEP	4	Ilex East Palatka/Palatka Holly	12'x6'OA, 6'CT, 3"CAL, full (native)
GEI	4	Cordia Sebestena/Orange geiger	10'x5'OA, 2.5"CAL, full (native)
SHRUBS & GROUNDCOVERS			
CLG	160	Clusea Flavia (Guttifera)/Dwarf Rose Apple	3-7 GAL, 2-3'OA, 24"OC, full (native)
CI	64	Chrysobalanus Icaco/ Cocoplum	3 GAL, 2-3'OA, 24"OC, full (native)
IXN	55	Ixora Nora grant/Pink Ixora	3 GAL, 24"OA, 24"OC, full (drought)
FGI	40	Ficus Microcarpa Grn Island/ Grn Island Flc	3 GAL, 14" OA, 20" OC, full (drought)
WF	40	Microsorum Scolopendrium/Wart Fern	1 GAL, 10" OA, 14" OC, full (drought)
SOD	as required	St Augustine Floratan	SQ FT, full

NOTE
Native, very drought and drought tolerant plants indicated per Xeriscape Plant Guide II

RADIANT LIVING CHURCH
321-341 NE 1ST AVENUE, DEERFIELD BEACH, FL.

SITE LANDSCAPE PLAN

MAJESTIC VIEWS
Landscape Architects, Inc.
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LOUIS ILIAS VLAHOS
LANDSCAPE ARCHITECT
DocuSigned by:
CEBA1B0F3DDA4BE...
LA #6666677
LC #26000319

REV. NO.	DATE
REV. 1.	06.15.20
REV. 2.	08.04.20
REV. 3.	09.10.20
REV. 4.	09.30.20

JOB NO:
DRAWN BY: LIV
DATE: 12.15.19
SCALE: 1" = 10'

SHEET NO.
LP-2

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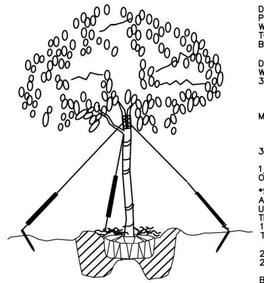
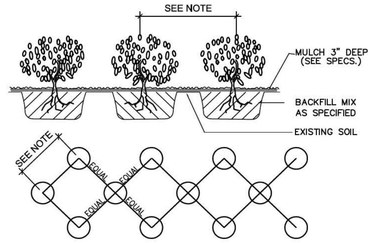
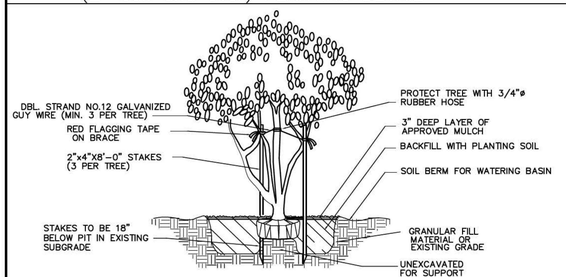


LARGE TREE
(2" cal. and over) PLANTING DETAIL



NOTE:
DISTANCE BETWEEN PLANTS SHOULD BE FAR ENOUGH TO ALLOW PLANTS TO REACH NATURE SIZE WITHOUT INTERFERING WITH GROWTH OF ADJACENT PLANT MATERIALS DISTANCE TO CENTERLINE WILL VARY ACCORDING TO SPECIES AND HABITAT OF GROWTH SO THAT NATURE PLANTS WILL NOT OVER LAP ONTO SIDE SIDEWALK STRUCTURES, PAVED AREAS, ETC.

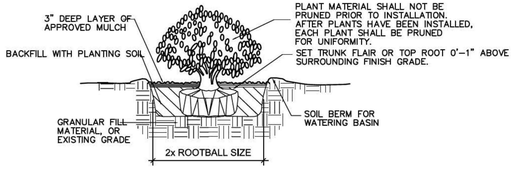
SHRUB/ GROUNDCOVER SPACING DETAIL



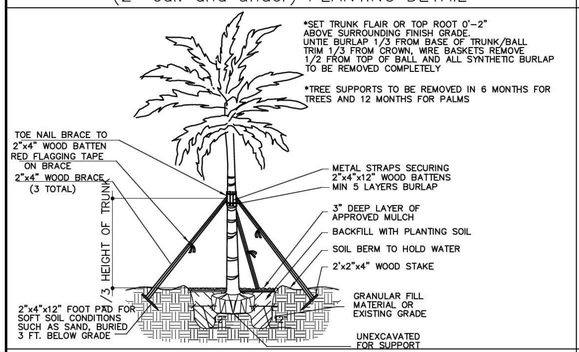
*TREE SUPPORTS TO BE REMOVED IN 6 MONTHS FOR TREES AND 12 MONTHS FOR PALMS

*SET TRUNK FLAIR OR TOP ROOT 0'-2" ABOVE SURROUNDING FINISH GRADE. UNTIE BURLAP 1/3 FROM BASE OF TRUNK/BALL TRIM 1/3 FROM CROWN, WIRE BASKETS REMOVE 1/2 FROM TOP OF BALL AND ALL SYNTHETIC BURLAP TO BE REMOVED COMPLETELY

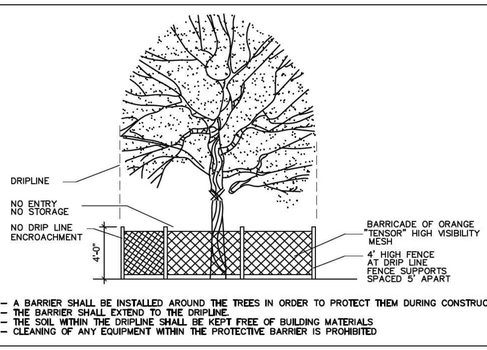
MULTI- TRUNK AND SMALL TREE
(2" cal. and under) PLANTING DETAIL



SHRUB PLANTING DETAIL

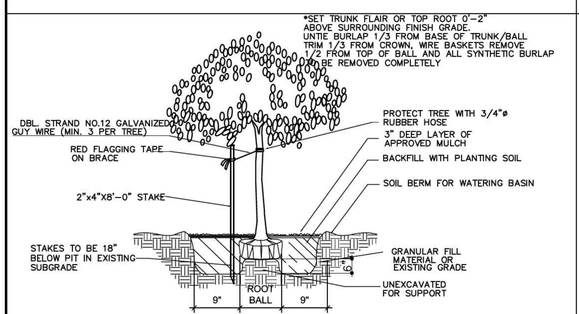


PALM PLANTING DETAIL



- A BARRIER SHALL BE INSTALLED AROUND THE TREES IN ORDER TO PROTECT THEM DURING CONSTRUCTION
- THE BARRIER SHALL EXTEND TO THE DRIPLINE.
- THE SOIL WITHIN THE DRIPLINE SHALL BE KEPT FREE OF BUILDING MATERIALS
- CLEANING OF ANY EQUIPMENT WITHIN THE PROTECTIVE BARRIER IS PROHIBITED

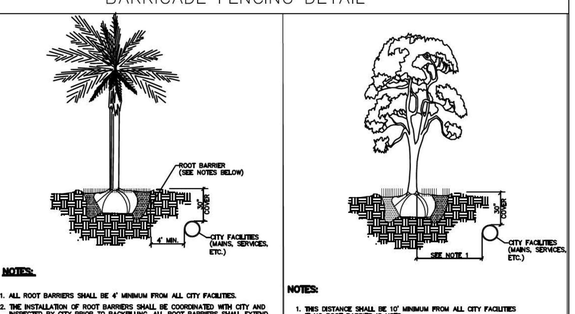
TREE PRESERVATION
BARRICADE FENCING DETAIL



*PLANTING HOLES TO BE 3 TIMES THE DIAMETER OF ROOT BALL AT THE SURFACE AND 2 TIMES THE DIAMETER OF ROOT BALL AT THE BOTTOM/DEPTH PER CITY REQUIREMENTS

*TREE SUPPORTS TO BE REMOVED IN 6 MONTHS FOR TREES AND 12 MONTHS FOR PALMS

SMALL TREE
(2" cal. and under) PLANTING DETAIL



NOTES:
1. ALL ROOT BARRIERS SHALL BE 4' MINIMUM FROM ALL CITY FACILITIES.
2. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH CITY AND INSPECTED BY CITY PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
3. ROOT BARRIERS SHALL BE MINIMUM 36" DEEP. APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTIONS". FLEXIBLE BARRIERS SHALL BE 36" PANELS MANUFACTURED BY BIOBARRIER.
4. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.

TYPICAL TREE WITH ROOT BARRIER LD 1.1

NOTES:
1. THIS DISTANCE SHALL BE 10' MINIMUM FROM ALL CITY FACILITIES IF NO ROOT BARRIER IS USED.

TYPICAL TREE WITHOUT ROOT BARRIER LD 1.2

GENERAL NOTES:

1. PLANT MATERIAL: All plant material shall be Florida #1 or better as established by "Grades and Standards for Nursery Plants" of the state of Florida, Department of Agriculture.

2. All trees, shrubs and groundcovers shall be of the sizes as specified in the Plant List.

3. Quantities listed on the the Plant List are for estimating purposes. Contractor shall verify all quantities. Mulch, topsoil, fertilizer, etc. shall be included in the unit cost of the plants.

4. Where there is a discrepancy either in quantities, plant names, sizes or specifications between the plan or plant list, the plan takes precedence.

5. All planting beds and water basins for trees shall be covered with a 3" minimum depth of shredded eucalyptus or other organic mulch grade "B" or better.

6. The Planting Plan shall be installed in compliance with all existing City codes and applicable deed restrictions.

7. SOD: All areas not used for buildings, vehicular use areas, walks or planting beds shall be grassed. Grassing shall extend to any abutting street pavement edge and to the mean waterline of any abutting canal, lake or waterway. Sod to be grade "A" weed free.
All areas marked "Lawn" shall be St. Augustine "Floratam" solid sod. The Dry Retention area shall be "Bahia Grass" / "Paspalum Notatum". All sod shall be set level tight and even along planting beds.
Landscape contractor is responsible for providing their own square footage takeoffs and field verification to provide 100% sod coverage of all areas specified

8. PLANTING SOIL: All trees and shrubs shall be planted with a minimum of 12" topsoil around and beneath the rootball. Minimum topsoil shall be 6" for groundcover areas, 4" for seeded grass areas and 2" for sodded grass areas.

9. Planting soil to be a weed-free mixture of 50% sand, 40% muck, and 10% Canadian peat. All plant material to receive planting soil as per details. Planting soil backfill for all proposed Date Palms, Coconut Palms, Royal Palms and Liriope shall be backfilled with 80% sand and 20% muck mixed with existing soil free of rock and debris. Bougainvillea species shall be backfilled with 100% sand at time of planting.

10. Contractor is responsible for determining all utility locations and installing facilities so as to not conflict. All damage to existing utilities or improvements caused by Contractor shall be repaired at no additional cost to the Owner.

11. Contractor to notify "Sunshine" at 1-800-638-4097 (48) hours prior to digging for underground utility locations.

12. Contractor shall be responsible for providing final grading of all associated planting areas.

13. After final grade, area to be raked to 6" depth and all rock and foreign inorganic materials removed and disposed of properly off-site.

14. All planting holes to be hand dug except where machine dug holes will not adversely affect or damage utilities or improvements (see note 8).

15. No plunging of any tree or palm will be accepted. All plants to be planted w/ trunk flair or surface root 10% above grade (per City requirements).

16. Contractor shall stake & guy all trees and palms at time of planting as per the appropriate detail. Contractor is responsible for the maintenance and/or repair of all staking and guying during warranty period.

17. All parking islands measuring less than 11 feet (including curbs) due to turning radii requirements shall have root barriers installed against the full perimeter of the island. All limerock shall be excavated from islands to a depth of 2-1/2 feet and backfilled with the specified planting mix.

18. Fertilizer for grass areas shall be NPK 16-4-8 @ 12.5 lbs/1000 s.f. or 545 lbs/acre. Nitrogen 50% slow release form & fertilizer to include secondary micronutrients.

19. SUBSTITUTIONS AND CHANGES: All substitutions and changes shall be approved in writing prior to installation. Any discrepancies between plans, site and specifications shall be brought to the immediate attention of the Architect, the owner and The City of Delray Beach

20. WATERING: All plant material shall be watered in at time of planting in accordance with standard nursery practices. In addition, Contractor will continue watering of plant material until substantial completion and as needed thereafter for a period of 2 months.

21. EXISTING MATERIAL: All existing material shall be brought to current city code standards. all existing hedges must be continuous as required.

22. DRAINAGE EASEMENT: Written approval must be obtained from local water management district prior to planting within the drainage easement.

23. All new plant material shall be guaranteed for 1 year from time of final acceptance of project. Any plant material not in a healthy growing condition will be replaced by the Contractor at no additional cost to the Owner within 10 days of notification. For all replacement plant material, the warranty period shall be extended an additional 45 days beyond the original warranty period. Warranty is null and void for plant material which is damaged or dies as a result of "acts of God" limited to hail, freeze, lightening, automobile damage, and winds exceeding 75 mph as defined by the Miami Hurricane Center. All trees that lean or are blown over, caused by winds less than 75 mph, will be re-set and braced by the Contractor at no additional cost to the Owner.

24. Type "D" curbing and wheel stops shall be provided in the V.U.A. Refer to paving and drainage detail sheet for detail of type "D" curb and wheel stop.

25. The successful bidder shall furnish to the Owner a unit price breakdown for all materials. The Owner may, at its discretion, add or delete from the materials utilizing the unit price breakdown submitted.

26. No plant material will be accepted showing evidence of cable, chain marks, equipment scars, or otherwise damaged.

27. Plant material will not be accepted when the ball of earth surrounding its roots has been cracked, broken or otherwise damaged.

28. Root-prune all trees a minimum of (8) weeks prior to planting.

29. Tree grates shall be positioned to meet in the center of treewell and have uniform spacing around outside edges of castings. Install grates where indicated on plans flush and leveled with surrounding pavement surface. Install steel angle frame, in concrete flush and leveled with surrounding paving surface, maintain flush and leveled at all times.

30. All landscaped areas will be irrigated by an underground, automatic, rust-free irrigation system providing 100% coverage and 100% spray overlap. The system shall be maintained in good working order and designed to minimize water on impervious services and not overspray walkways. A rain sensor device shall be installed to override the irrigation cycle of the system when adequate rainfall has occurred.

31. Hedge material shall be planted equal to the height of all dumpsters, transformers, mechanical equipment and other ground free-standing utility equipment or enclosures.

32. All plant material planted within the sight distance triangle areas (see plan) shall provide unobstructed cross-visibility at a horizontal level between 30 inches and 8 feet above adjacent street grade.

33. No canopy trees shall be planted within 15 feet of a light pole. No palm species shall be planted within 6 feet of a light pole.

34. Ground cover plantings shall provide not less than 75 percent coverage immediately upon planting and 100 percent coverage within 3 months after planting.

35. Tree protection barricades shall be provided around existing trees that may be impacted by the proposed construction. Prior to any construction a tree protection barricade inspection shall be conducted by the landscape architect, owner or governing municipality. Refer to landscape detail for tree preservation barricade fencing.

36. Tree removal/relocation permits must be obtained for existing trees to be removed or relocated.

37. In all pedestrian areas, all trees and palms shall be maintained to allow for clear passage at an 8 foot clear trunk.

38. Quantities shown on the plant list take precedence over any discrepancies between the plans and plant list.

39. Proposed berms shall not exceed a 3:1 slope.

40. All plants are to be top dressed with a minimum 3" layer of Maleleuca mulch, Eucalyptus mulch or equal. Mulch 18" beyond plantings.

41. All Landscape areas are to be provided with automatic sprinkler system which will provide 100% coverage and 50% overlap. All irrigation fittings and head connections will be purple pipe, Sch 40 PVC.

42. Trees in Lawn area are to receive a 24" diameter mulched saucer at the base of the trunk.

43. Rain sensor is required and shall be no over spray on any walkways or sidewalks.

44. Contractor must obtain landscape, irrigation and tree removal permits.

45. Trees shall be planted 4' from all underground utility lines . Written approved will be obtained from all utility companies for the proposed trees in the landscape easements prior to building permit and approval from the City of Deerfield Beach.

46. Landscaping to be clear 7'-6" of front and sides and 4' belting all fire hydrants, typ.

sunshine state ONE CALL of florida 811 Know what's **below.** **Call** before you dig

RADIANT LIVING CHURCH
321-341 NE 1ST AVENUE, DEERFIELD BEACH, FL.

LANDSCAPE SPECIFICATIONS

MAJESTIC VIEWS
Landscape Architecture - Construction Management
4711 Cypress Drive South, Boynton Beach, FL 33436
Phone(561)752-9835 Fax (561) 752-4110
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LOUIS ILIAS VLAHOS
LANDSCAPE ARCHITECT
DocuSigned by:
CE5A19D9F3DE4BE...
LA #6666677
LC #26000319

REV. NO.	DATE
REV. 1.	06.15.20

JOB NO:
DRAWN BY: LIV
DATE: 12.15.19
SCALE: NO SCALE

SHEET NO.
LP-3

DocuSign Envelope ID: 7340E0BE-100C-479F-936C-8E8BA4EA1EEC

TREE SURVEY DATA SHEET MIT-1

Item#	Species Common Name	Species Scientific Name	Qty	Height	Spread	DBH	Condition	Notes	Disposition	Mitigation
#1	Avocado Tree	Persea Americana	1	25'oa	20'	22"	70%	Trim, shape and fertilize, use root-barrier	remain	0 tree
#2	Cabbage Palm	Sabal Palmetto	1	18'ct	10'	13"	75%	Trim, clean and relocate	relocate	0 palm
#3	Cabbage Palm	Sabal Palmetto	1	18'ct	10'	11"	75%	Trim, clean and relocate	relocate	0 palm
#4	Black Ironwood	Olea Capensis	1	35'oa	30'	95"	70%	Trim, shape and fertilize, use root-barrier	remain	0 tree
#5	Cabbage Palm	Sabal Palmetto	1	16'ct	10'	13"	75%	Trim and clean	remain	0 palm
#6	Cabbage Palm	Sabal Palmetto	1	16'ct	10'	11"	70%	Trim and clean	remain	0 palm
#7	Short Leaf Fig	Ficus Citrifolia	1	20'oa	18'	13"	65%	Trim, shape and fertilize, use root-barrier	remain	0 palm
#8	Short Leaf Fig	Ficus Citrifolia	1	25'oa	24'	28"	70%	Trim, shape and fertilize, use root-barrier	remain	0 palm
#9	Cabbage Palm	Sabal Palmetto	1	16'ct	10'	10"	65%	Trim and clean	remain	0 palm
#10	Strangler Fig	Ficus Aureus	1	30'oa	24'	28"	60%	Trim, shape and fertilize, use root-barrier	remain	0 palm
#11	Live Oak	Quercus Virginiana	1	35'oa	22'	38"	65%	Trim, shape and fertilize, use root-barrier	remain	0 palm

EXISTING TREE LEGEND

 # 12 — **EXISTING SPECIMEN TREES TO REMAIN/PRESERVED**

 # 6 — **EXISTING TREES TO BE RELOCATED/APPRAISED**

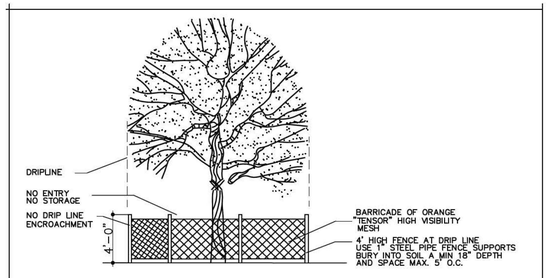
 # 8 — **EXISTING TREES TO BE REMOVED/APPRAISED**

All existing trees to be appraised by liscensed arborist per ANSI standards.

All existing trees/ palms to remain or relocate must be protected by approved tree barrier. See tree barrier detail.

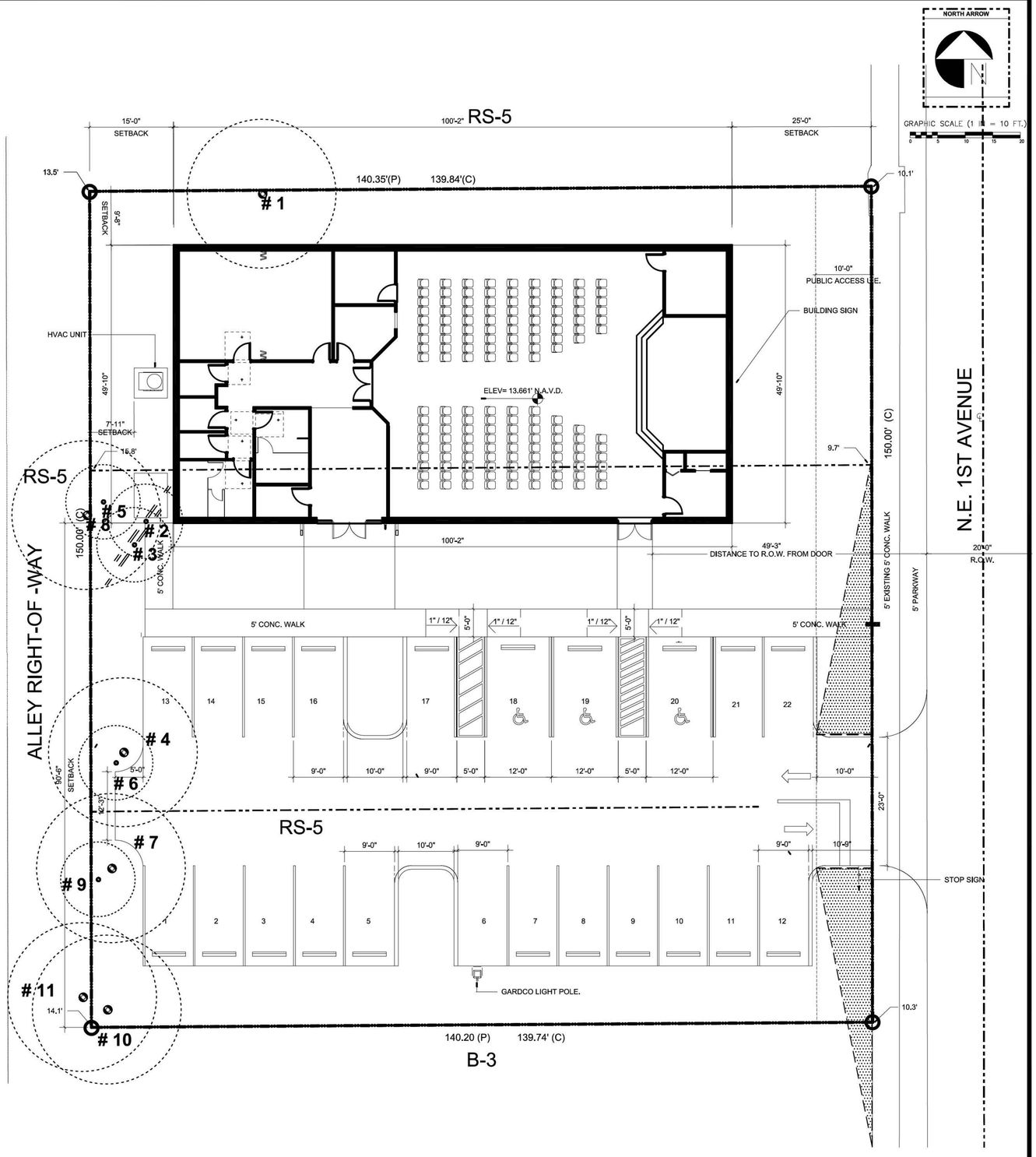
All trees/ palms to remain or relocated must be trimmed by liscensed arborist per ANSI standards.

All trees/ palms to remain or relocate must be fertilized w/ an all purpose time release fertilizer.



- A BARRIER SHALL BE INSTALLED AROUND THE TREES IN ORDER TO PROTECT THEM DURING CONSTRUCTION
- THE BARRIER SHALL EXTEND TO THE DRIPLINE.
- THE SOIL WITHIN THE DRIPLINE SHALL BE KEPT FREE OF BUILDING MATERIALS
- CLEANING OF ANY EQUIPMENT WITHIN THE PROTECTIVE BARRIER IS PROHIBITED

TREE PRESERVATION
BARRICADE FENCING DETAIL



SITE MITIGATION PLAN

RADIANT LIVING CHURCH
321-341 NE 1ST AVENUE, DEERFIELD BEACH, FL.

SITE MITIGATION PLAN

MAJESTIC VIEWS
Landscape Architecture - Construction Management
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LOUIS ILIAS VLAHOS
LANDSCAPE ARCHITECT
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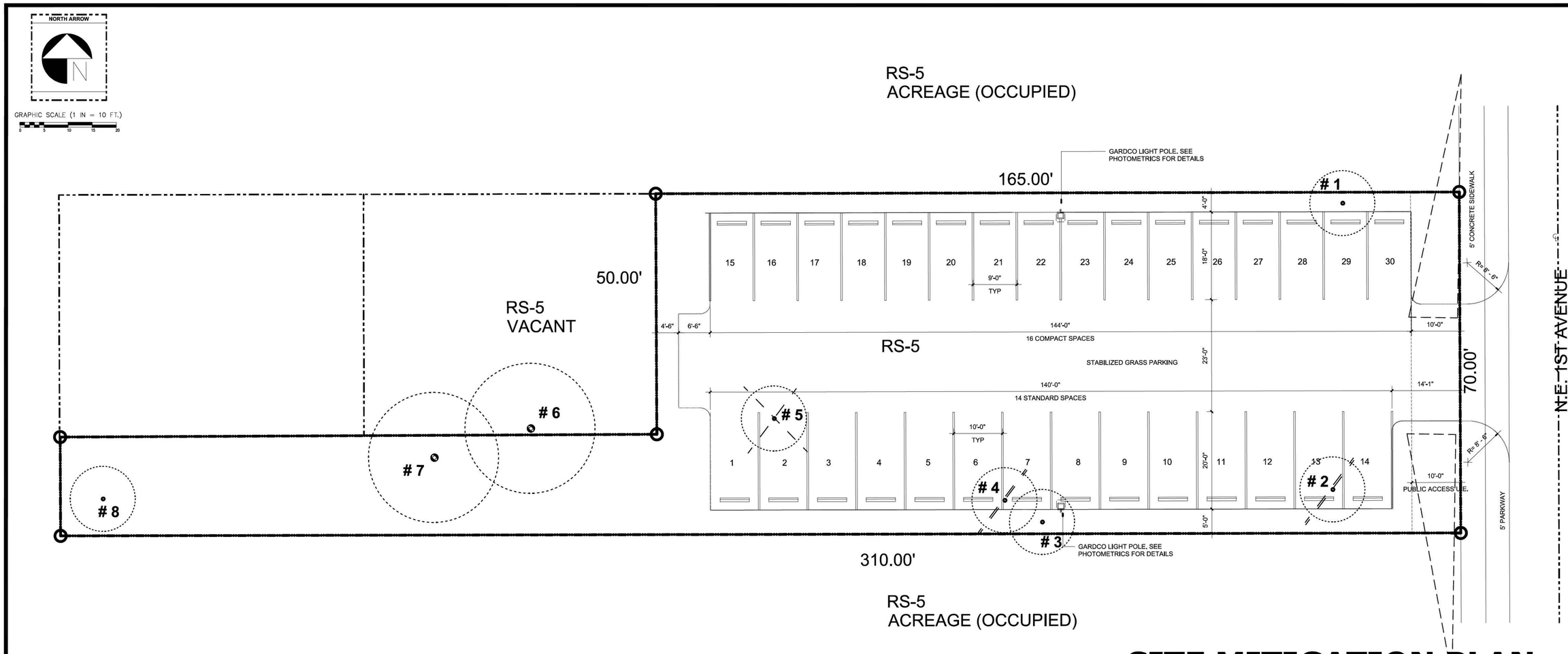
CEBA1B00F30D498...
LA #6666677
LC #26000319

REV. NO.	DATE

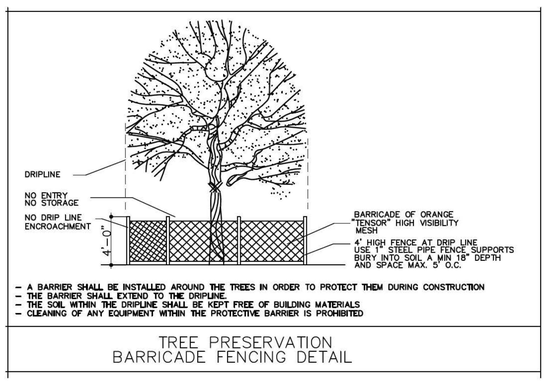
JOB NO:
DRAWN BY: LIV
DATE: 06.10.20
SCALE: 1" = 10'

SHEET NO.
MIT-1

DocuSign Envelope ID: F67E5584-BDE5-462C-A8B3-D1DD7137B1D3



SITE MITIGATION PLAN



TREE PRESERVATION
BARRICADE FENCING DETAIL

EXISTING TREE LEGEND

 # 12 — **EXISTING SPECIMEN TREES TO REMAIN/PRESERVED**

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All existing trees/ palms to remain or relocate must be protected by approved tree barrier. See tree barrier detail.

All trees/ palms to remain or relocated must be trimmed by liscensed arborist per ANSI standards.

All trees/ palms to remain or relocate must be fertilized w/ an all purpose time release fertilizer.

TREE SURVEY DATA SHEET MIT-2

Item#	Species Common Name	Species Scientific Name	Qty	Height	Spread	DBH	Condition	Notes	Disposition	Mitigation
#1	Cabbage Palm	Sabal Palmetto	1	12'ct	10'	12"	75%	Trim and clean	remain	0 palm
#2	Cabbage Palm	Sabal Palmetto	1	14'ct	10'	9"	75%	Trim, clean and relocate	relocate	0 palm
#3	Cabbage Palm	Sabal Palmetto	1	12'ct	10'	10"	80%	Trim and clean	remain	0 palm
#4	Cabbage Palm	Sabal Palmetto	1	12'ct	10'	10"	80%	Trim, clean and relocate	relocate	0 palm
#5	Cabbage Palm	Sabal Palmetto	1	3'ct	12'	12"	60%	In way of new construction, raise elevation	remove	1 palm
#6	Mango Tree	Mangifera Indica	1	30'oa	25'	24"	70%	Trim, clean and shape	remain	0 palm
#7	Mango Tree	Mangifera Indica	1	30'oa	25'	32"	70%	Trim, clean and shape	remain	0 palm
#8	Cabbage Palm	Sabal Palmetto	1	16'oa	10'	12"	80%	Trim and clean	remain	0 palm

RADIANT LIVING CHURCH
321-341 NE 1ST AVENUE, DEERFIELD BEACH, FL.

SITE MITIGATION PLAN

MAJESTIC VIEWS
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LANDSCAPE ARCHITECT
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LA #6666677
LC #26000319

REV. NO.	DATE

JOB NO:
DRAWN BY: LIV
DATE: 06.10.20
SCALE: 1" = 10'

SHEET NO.
MIT-2

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IRRIGATION NOTES:

NOTES
Automatic Irrigation System
Water Demand Zone 1" water meter, 30-35 GPM @ 45-50 psi w/ RPZ backflow preventor/ vacuum breaker, and **Rainbird WR2 Series wireless rain-sensor shutoff device as required**.

GENERAL
System shall be installed in accordance with local codes. Contract drawings and Contract specifications.

Irrigation design based on Majestic Views, dated 06.15.20 Contractor shall refer to the landscape plan to coordinate sprinkler location and pipe routing with new and existing landscaping.

The purpose of this irrigation plan is to show sprinkler locations for new location s for new landscaping. The Contractor considering the size of the source, the location and size of piping, and the size of existing valves shall zone system in the field.

Contractor shall adjust sprinkler locations to insure proper coverage in common areas between new and existing landscaping.

Irrigation contractor to provide 100 % coverage with a 50% overlap and as built drawings.

Irrigation plan is for bid, permit purposes, and shall not be utilized as a construction document.

Irrigation contractor will provide shop drawings and product specifications (cut sheets) and Installation documents, to the Landscape Architect for review, comment and approvals.

A licensed contractor who installs or performs work on an automatic landscape irrigation system must install system per manufacturers specifications and test for the correct operation of each inhibiting or interrupting device or switch on the system. If such devices are not installed, or are not functioning properly, the contractor must install new devices or repair the existing ones and insure that each is operating properly before completing other work on the system.

All contractors performing work on irrigation systems within the town shall be licensed or registered under F.S. ch. 489, and shall hold a municipally-issued license or business tax certificate that permits work on irrigation systems.

PIPING
Pipe shall be installed in accordance with local codes and pipe manufacturer's recommendations.

Pipe routed under pavement and patio shall be sleeved in SCH 40 PVC. Contractor shall utilize existing sleeves.

Main line shall be scheduled 40 PVC.

All pipes shall be type 1120 PVC. Lateral sized 1" and larger shall be SDR 26, Class 160. Laterals sized $\frac{3}{4}$" shall be SDR 21, Class 200.

Pipe shall be installed so backfill depths are maintained at 18" for the main line and all lateral routed under pavement, and at 12" for all other laterals.

Backfill shall be of suitable material free of rocks, stones, or other debris that would damage irrigation systems components.

SPRINKLERS
Sprinkler locations shall be adjusted for wind, landscaping and mounding to insure proper coverage with minimal undesirable overthrow. In order to prevent overthrow, low trajectory heads or low volume water distributing devices shall be used when irrigating confined areas. No more than ten percent of spray radius shall be allowed onto impervious areas.

Sprinkler heads irrigating lawns or other high water requirement landscape areas shall be circuited so that they are on a separate sector from those irrigating trees, shrubbery or other reduced water requirement areas.

Pop-up rotors Rainbird 5000-P5500 PRS series w/ adjustable nozzles or equivalent, 25'-35' radius.

Pop-up misteheads Rainbird 1800-SAM-P45 series w/ R-13-18 rotary nozzles or equivalent, 12'-24' radius. Shrub type misteheads shall be installed a uniform height of 6" above plant material and shall be located to be concealed from view and inaccessable from traffic.

Rainbird XPCN- Xeri PCN series nozzle, 2.5' & 4' 1/4, 1/2 or full spray on Xeri-pop 4-6" pop-up or SCH 80 riser as required.

Rainbird Xeri Bubblers shall be installed on SCH 80 risers to the best height for the most effective irrigation of the plants to be watered. Bubblers are required for trees and palms.

All SCH 80 PVC risers shall be painted green to blend in with plant material.

All sprinklers located adjacent to pavement, walkways, patios, etc., shall be installed from the edge to minimize the chance of damage to vehicles, pedestrians and lawn maintenance personnel. Pop-up heads shall be installed in 6" and shrub type heads shall be installed in 18".

Adjustment features of sprinklers specified shall be utilized to insure proper coverage while minimizing overthrow.

VALVES
Rainbird 100-PGA 1" angle electric valve w/ pressure regulator or equivelant, with timer and rain sensor device.

WATER SOURCE
1" water water meter, 30-35 GPM @ 45-50 psi w/ backflow preventor/ vacuum breaker, and **Rainbird WR2 Series wireless rain-sensor shutoff device** and pressure regulator as required and approved by City of Deerfield Beach. All connections and installation of backflow shall be made by a licensed plumber.

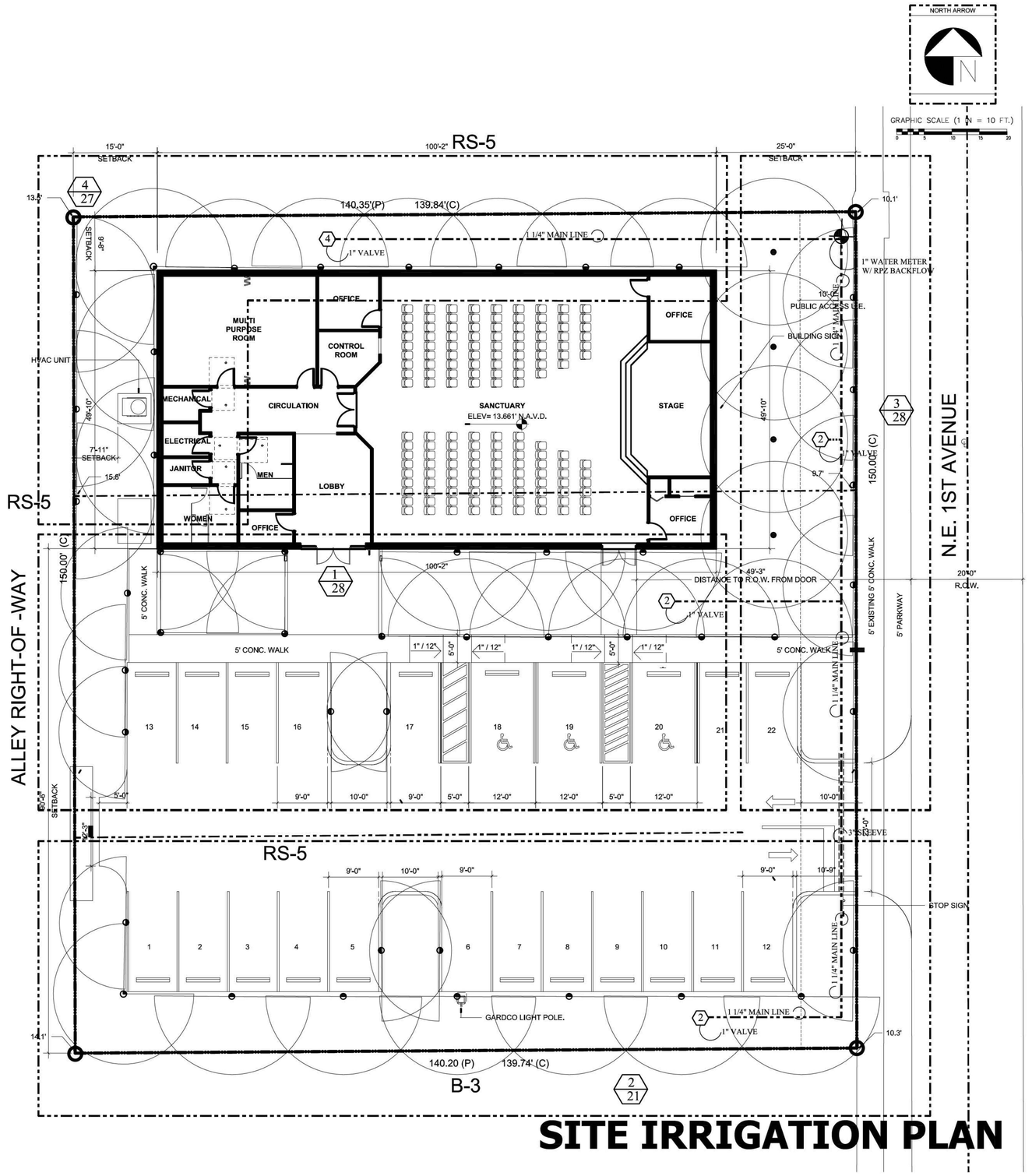
CONTROL SYSTEM
Rainbird ESP-MC series 6-zone automatic outdoor controller will be exterior wall mount or equivalent w/ Rainbird ET-Manager in ground soil moisture sensor. Verify location on site. Rainfall or moisture sensing devices shall be used to avoid operation of the system during periods of increased rainfall. Evapotranspiration-based (ET) controllers are recommended but optional on any automatic landscape irrigation system will be installed per manufacturers specifications. All electrical connections to be made by a licensed electrician.

FLOW	PIPE DIAMETER (INCH)
0-3	$\frac{3}{4}$"
3-9	$\frac{3}{4}$"
10-16	1"
17-26	1 $\frac{1}{4}$"
27-40	1 $\frac{1}{2}$"
40-60	2"

Automatic underground irrigation with Rainbird ET-Manager in ground soil moisture sensor shall be designed and installed in compliance with the South Florida Building Code and city code requirements. The system shall provide a minimum coverage of 100% with 50% overlap.

IRRIGATION LEGEND:

- (2) **Rainbird 100-PGA, 1" electric valve or equivalent.**
- ▬ **Rainbird ESP-MC series 6-zone controller exterior w/ Rainbird WR2 Series wireless rain-sensor shutoff device as required. Locate on site in proximity of controller.**
- ——— **Sleeves, SCH 40.**
- **Rainbird 1800-SAM-P45 6" pop-up , w/ appropriate R-13-18 rotary series nozzle, 12-24' radius, low trajectory or equivalent.**
- Pop-up rotors Rainbird 5000-5500-PRS series 6" pop-up w/ adjustable nozzles or equivalent, 20-35' radius.
- • **Rainbird Xeri Bubblers, install 1-4 per size of ball of tree or palm if required, verify after trees and palms have been installed. Bubblers are not indicated on plan**
- **Main water line, 11/4" schedule 40 pvc.**
- (4/27) **Indicates Zone/ GPM.**
- **1" water meter, 30-35 GPM @ 45-50 psi w/ Watts 800 RPZ backflow preventor/ vacuum breaker and WR2 series wireless moisture sensing device and pressure regulator as required and approved by City of Deerfield Beach.**



SITE IRRIGATION PLAN

RADIANT LIVING CHURCH
321-341 NE 1ST AVE, DEERFIELD BEACH, FL

SITE IRRIGATION PLAN

MAJESTIC VIEWS
Landscape Architecture - Construction Management
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LOUIS ILIAS VLAHOS
LANDSCAPE ARCHITECT
LA #6666677
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REV. NO.	DATE
REV. #1.	06.15.20

JOB NO:
DRAWN BY: LIV
DATE: 12.15.19
SCALE: 1" = 10'

SHEET NO.
IR-1

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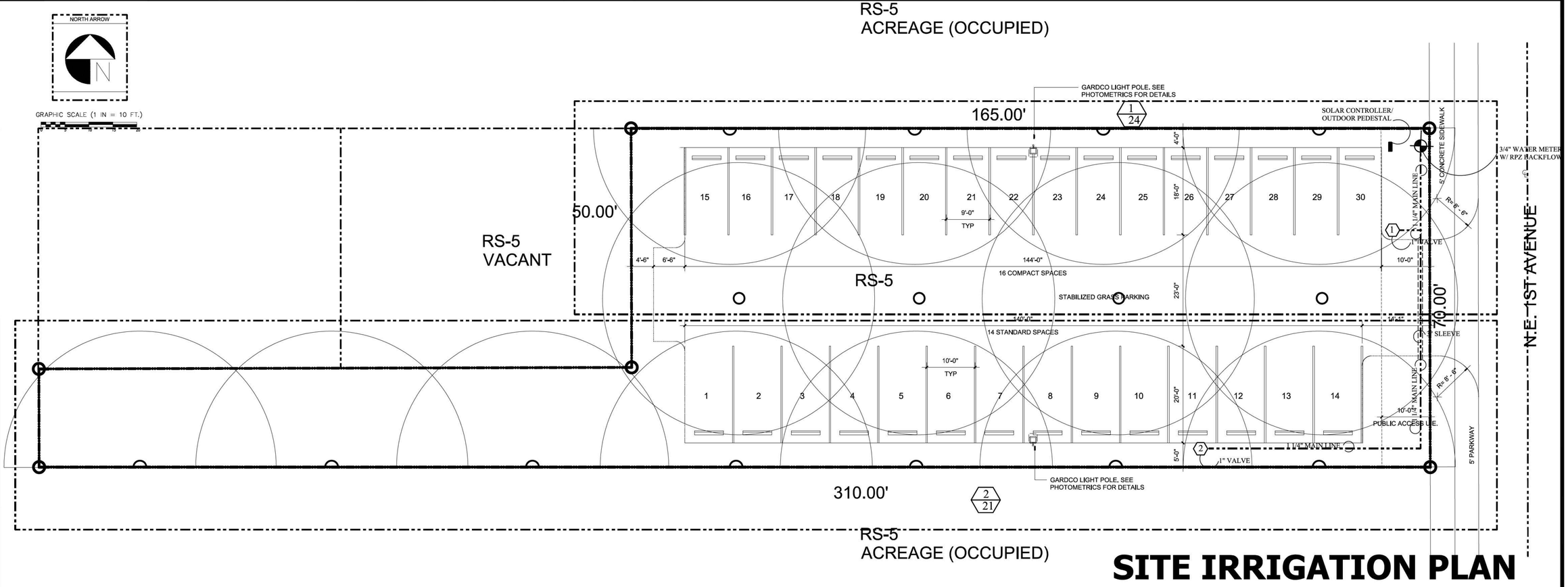

SITE IRRIGATION PLAN

IRRIGATION NOTES:

NOTES
Automatic Irrigation System
Water Demand Zone 3/4" water meter, 22-25 GPM @ 45-50 psi w/ RPZ backflow preventor/ vacuum breaker, and **Rainbird WR2 Series wireless rain-sensor shutoff device as required.**

GENERAL
System shall be installed in accordance with local codes. Contract drawings and Contract specifications.

Irrigation design based on Majestic Views, dated 06.15.20 Contractor shall refer to the landscape plan to coordinate sprinkler location and pipe routing with new and existing landscaping.

The purpose of this irrigation plan is to show sprinkler locations for new location s for new landscaping. The Contractor considering the size of the source, the location and size of piping, and the size of existing valves shall zone system in the field.

Contractor shall adjust sprinkler locations to insure proper coverage in common areas between new and existing landscaping.

Irrigation contractor to provide 100 % coverage with a 50% overlap and as built drawings.

Irrigation plan is for bid, permit purposes, and shall not be utilized as a construction document.

Irrigation contractor will provide shop drawings and product specifications (cut sheets) and installation documents, to the Landscape Architect for review, comment and approvals.

A licensed contractor who installs or performs work on an automatic landscape irrigation system must install system per manufacturers specifications and test for the correct operation of each inhibiting or interrupting device or switch on the system. If such devices are not installed, or are not functioning properly, the contractor must install new devices or repair the existing ones and insure that each is operating properly before completing other work on the system.

All contractors performing work on irrigation systems within the town shall be licensed or registered under F.S. ch. 489, and shall hold a municipally-issued license or business tax certificate that permits work on irrigation systems.

PIPING
Pipe shall be installed in accordance with local codes and pipe manufacturer's recommendations.

Pipe routed under pavement and patio shall be sleeved in SCH 40 PVC. Contractor shall utilize existing sleeves.

Main line shall be scheduled 40 PVC.

All pipes shall be type 1120 PVC. Lateral sized 1" and larger shall be SDR 26, Class 160. Laterals sized $\frac{3}{4}$" shall be SDR 21, Class 200.

Pipe shall be installed so backfill depths are maintained at 18" for the main line and all lateral routed under pavement, and at 12" for all other laterals.

Backfill shall be of suitable material free of rocks, stones, or other debris that would damage irrigation systems components.

SPRINKLERS
Sprinkler locations shall be adjusted for wind, landscaping and mounding to insure proper coverage with minimal undesirable overthrow. In order to prevent overthrow, low trajectory heads or low volume water distributing devices shall be used when irrigating confined areas. No more than ten percent of spray radius shall be allowed onto impervious areas.

Sprinkler heads irrigating lawns or other high water requirement landscape areas shall be circuited so that they are on a separate sector from those irrigating trees, shrubbery or other reduced water requirement areas.

Pop-up rotors Rainbird 5000-P5500 PRS series w/ adjustable nozzles or equivalent, 25'-35' radius.

Pop-up mistheads Rainbird 1800-SAM-P45 series w/ R-13-18 rotary nozzles or equivalent, 12'-24' radius. Shrub type mistheads shall be installed a uniform height of 6" above plant material and shall be located to be concealed from view and inaccessable from traffic.

Rainbird XPCN- Xeri PCN series nozzle, 2.5' & 4' 1/4, 1/2 or full spray on Xeri-pop 4-6" pop-up or SCH 80 riser as required.

Rainbird Xeri Bubblers shall be installed on SCH 80 risers to the best height for the most effective irrigation of the plants to be watered. Bubblers are required for trees and palms.

All SCH 80 PVC risers shall be painted green to blend in with plant material.

All sprinklers located adjacent to pavement, walkways, patios, etc., shall be installed from the edge to minimize the chance of damage to vehicles, pedestrians and lawn maintenance personnel. Pop-up heads shall be installed in 6" and shrub type heads shall be installed in 18".

Adjustment features of sprinklers specified shall be utilized to insure proper coverage while minimizing overthrow.

VALVES
Rainbird 100-PGA 1" angle electric valve w/ pressure regulator or equivalent, with timer and rain sensor device.

WATER SOURCE
3/4" water water meter, 30-35 GPM @ 45-50 psi w/ backflow preventor/ vacuum breaker, and **Rainbird WR2 Series wireless rain-sensor shutoff device** and pressure regulator as required and approved by City of Deerfield Beach.
All connections and installation of backflow shall be made by a licensed plumber.

CONTROL SYSTEM
Rainbird ESP-9V series 2-zone automatic outdoor controller will be exterior wall mount or equivalent w/ Rainbird ET-Manager In ground soil moisture sensor. Verify location on site. Rainfall or moisture sensing devices shall be used to avoid operation of the system during periods of increased rainfall. Evapotranspiration-based (ET) controllers are recommended but optional on any automatic landscape irrigation system will be installed per manufacturers specifications. All electrical connections to be made by a licensed electrician.

FLOW	PIPE DIAMETER (INCH)
0-3	$\frac{3}{4}$"
3-9	1"
10-16	1 $\frac{1}{4}$"
17-26	1 $\frac{1}{2}$"
27-40	2"
40-60	2 $\frac{1}{2}$"

Automatic underground irrigation with Rainbird ET-Manager in ground soil moisture sensor shall be designed and installed in compliance with the South Florida Building Code and city code requirements. The system shall provide a minimum coverage of 100% with 50% overlap.

IRRIGATION LEGEND:

- (2) **Rainbird 100-PGA, 1" electric valve or equivalent.**
- **Rainbird ESP-9V series 2-zone controller exterior w/ Rainbird WR2 Series wireless rain-sensor shutoff device as required. Locate on site in proximity of controller.**
- **Sleeves, SCH 40.**
- **Rainbird 1800-SAM-P45 6" pop-up , w/ appropriate R-13-18 rotary series nozzle, 12-24' radius, low trajectory or equivalent.**
- Pop-up rotors Rainbird 5000-5500-PRS series 6" pop-up w/ adjustable nozzles or equivalent, 20-35' radius.
- **Rainbird Xerl Bubblers, Install 1-4 per size of ball of tree or palm If required, verify after trees and palms have been installed. Bubblers are not indicated on plan**
- **Main water line, 11/4" schedule 40 pvc.**
- (2/24) **Indicates Zone/ GPM.**
- **1" water meter, 30-35 GPM @ 45-50 psi w/ Watts 800 RPZ backflow preventor/ vacuum breaker and WR2 series wireless moisture sensing device and pressure regulator as required and approved by City of Deerfield Beach.**

GENERAL NOTES:

All landscaped areas shall be provided with an automatic water supply system as approved through a land development permit ; Proposed irrigation system is 70% xeri/ drip irrigation system thus justifying use of city water as water source.

Irrigation contractor to provide seasonal operating schedule and average precipitation rates for each zone by system controller;

Nozzle precipitation rates for all heads within each valve circuit must be matched to within 20% of one another;

A regular irrigation maintenance schedule shall include but not be limited to checking, adjusting, and repairing irrigaiton equipment; and resetting the automatic controller according to the season;

Irrigation system plans and specifications shall under go final testing and adjustments to achieve design specifications prior to completion of the system and acceptance by the owner's representative and the City; An as built plan shall be submitted if different than irrigation plan;

RADIANT LIVING CHURCH
321-341 NE 1ST AVE, DEERFIELD BEACH, FL

SITE IRRIGATION PLAN

MAJESTIC VIEWS
Landscape Architects, Inc.
Landscape Architecture - Construction Management
4711 Cypress Drive South, Boynton Beach, FL 33436
Phone(561)752-9835 Fax (561) 752-4110

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LOUIS ILIAS VLAHOS
LANDSCAPE ARCHITECT

DocuSigned by:
CE9A1800F30D498...

LA #6666677
LC #26000319

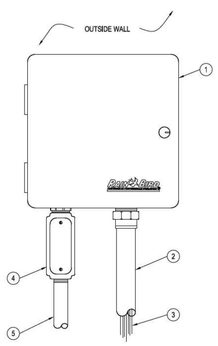
REV. NO.	DATE
REV. #1.	06.15.20

JOB NO:
DRAWN BY: LIV
DATE: 12.15.19
SCALE: 1" = 10'

SHEET NO.
IR-2

DocuSign Envelope ID: 684EC041-5419-45AD-995F-B7ABA06495EB

RAIN BIRD CORPORATION
6991 EAST SOUTHPOINT RD
TUCSON, AZ 85706
TOLL FREE: 1-800-724-6247
PHONE: (520) 471-6100
FAX: (520) 471-6522
www.rainbird.com



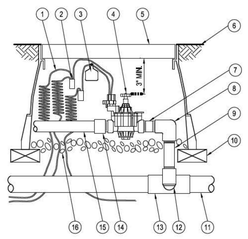
1. HYBRID CONTROLLER: RAIN BIRD ESP-MC SERIES OUTDOOR WALL MOUNT
2. 1.5-INCH PVC SCH 40 CONDUIT AND FITTINGS
3. WIRES TO REMOTE CONTROL VALVES
4. JUNCTION BOX
5. 1-INCH PVC SCH 40 CONDUIT AND FITTINGS TO POWER SUPPLY

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info REFERENCE NUMBER 045-035.

STEEL WALL MOUNT
ESP - MC

☑ SELECT DESIRED VALVE
☐ REMOTE CONTROL VALVE
☐ PRESSURE REGULATING REMOTE CONTROL VALVE

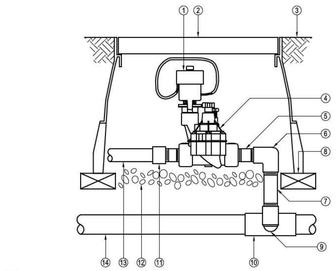
☑ SELECT DESIRED OPTION
☐ BSP THREADS
☐ NP HANDLE



1. 30-INCH LINEAR LENGTH OF WIRE, COILED
2. WATERPROOF CONNECTION: RAIN BIRD SPLICE-1 (1 OF 2)
3. ID TAG: RAIN BIRD VID SERIES
4. REMOTE CONTROL VALVE: RAIN BIRD PGA
5. VALVE BOX WITH COVER: RAIN BIRD VB-STD
6. FINISH GRADE/TOP OF MULCH
7. PVC SCH 80 NIPPLE (CLOSE)
8. PVC SCH 40 ELL (LENGTH AS REQUIRED)
9. PVC SCH 80 NIPPLE
10. BRICK (1 OF 4)
11. PVC MAINLINE PIPE
12. SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND SCH 40 ELL
13. PVC SCH 40 TEE OR ELL
14. PVC SCH 40 MALE ADAPTER
15. PVC LATERAL PIPE
16. 3.0-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/Info REFERENCE NUMBER 045-069.

PGA SERIES



1. RAIN BIRD EASY RAIN CONTROLLER
2. VALVE BOX WITH COVER: RAIN BIRD VB-STD
3. FINISH GRADE/TOP OF MULCH
4. RAIN BIRD REMOTE CONTROL VALVE
5. PVC SCH 80 NIPPLE (1 OF 2)
6. PVC SCH 40 ELL
7. PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
8. BRICK (1 OF 4)
9. SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND SCH 40 ELL
10. PVC SCH 40 TEE OR ELL
11. PVC 40 MALE ADAPTER
12. 3.0-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
13. PVC LATERAL PIPE
14. PVC MAINLINE PIPE

NOTES:
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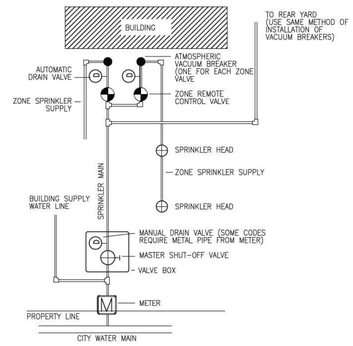
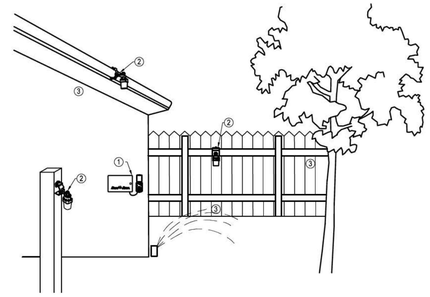
2. DO NOT SCALE DRAWINGS.
3. CONTRACTORS NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/Info REFERENCE NUMBER 045-366.

SINGLE-VALVE BATTERY-OPERATED CONTROLLER
EASY RAIN



IRRIGATION VACUUM BREAKER
ATMOSPHERIC VACUUM BREAKERS USING REMOTE CONTROL VALVES



LEGEND:
1. RAIN BIRD CONTROLLER WITH WR2 CONTROLLER INTERFACE.
2. RAIN BIRD WR2 SENSOR RECOMMENDED MOUNTING SITE.
3. SITES NOT RECOMMENDED FOR MOUNTING WR2 SENSOR.

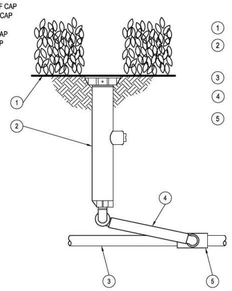
NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. ALL DIMENSIONS ARE CONSIDERED TRUE AND REFLECT MANUFACTURER'S SPECIFICATIONS.
3. SENSOR MAY BE MOUNTED ON FENCE, FENCE POST OR ON GUTTER OF HOUSE.
4. SENSOR SHOULD NOT BE MOUNTED UNDER TREES, IN AREAS AFFECTED BY SPRINKLER SYSTEM OR UNDER EAVE OF HOUSE.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/Info REFERENCE NUMBER 045-500.

CONTROLLERS - RAIN AND MOISTURE SENSORS
WR2 SERIES WIRELESS RAIN SENSOR LOCATION

☑ SELECT DESIRED NOZZLE
☐ PLASTIC MPR NOZZLE
☐ U-SERIES NOZZLE
☐ VAN NOZZLE
☐ ROTARY NOZZLE PRS SERIES
☐ ALONE
☐ W/ VANDEL-PROOF CAP
☐ W/ NON-POTABLE CAP SAM-PRS SERIES
☐ ALONE
☐ W/ VANDEL-PROOF CAP
☐ W/ NON-POTABLE CAP OTHER
☐ VANDEL-PROOF CAP
☐ NON-POTABLE CAP

☑ SELECT DESIRED SERIES
SAM SERIES
☐ ALONE
☐ W/ VANDEL-PROOF CAP
☐ W/ NON-POTABLE CAP

☑ SELECT DESIRED SWING ASSEMBLY
☐ CONTRACTOR ASSEMBLED SWING ASSEMBLY
☐ RAIN BIRD SWING ASSEMBLY

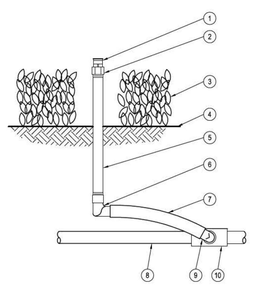


1. FINISH GRADE/TOP OF MULCH
2. POP-UP SPRAY SPRINKLER: RAIN BIRD 1806 WITH RAIN BIRD ROTARY NOZZLE
3. PVC LATERAL PIPE
4. SWING ASSEMBLY WITH 1800 VPC RAIN BIRD MODEL SA 6050
5. PVC SCH 40 TEE OR ELL

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/Info REFERENCE NUMBER 045-087.

1806 WITH SWING PIPE

☑ SELECT DESIRED ADAPTER MODEL
☐ A-8S
☐ PA-8S
☐ PA-8SPRS



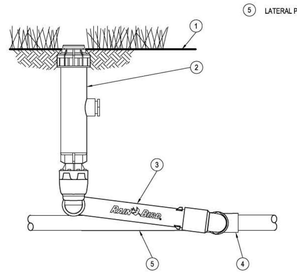
1. PLASTIC NOZZLE: RAIN BIRD 1800 SERIES
2. PLASTIC SHRUB ADAPTER: RAIN BIRD MODEL PA-8S
3. PLANT MATERIAL
4. FINISH GRADE/TOP OF MULCH
5. UV RADIATION RESISTANT PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
6. 1/2-INCH FEMALE NPT x 0.490-INCH BARB ELBOW: RAIN BIRD MODEL SBFE-050
7. SWING PIPE, 12-INCH LENGTH: RAIN BIRD MODEL SP-100
8. PVC LATERAL PIPE
9. 1/2-INCH MALE NPT x .490-INCH BARB ELBOW: RAIN BIRD MODEL SBE-050
10. PVC SCH 40 TEE OR ELL

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/Info REFERENCE NUMBER 045-078.

1800 NOZZLE ON RISER WITH SWING PIPE

☑ SELECT DESIRED SPRINKLER MODEL
☐ 5006-FC/PC-SAM
☐ 5006-FC/PC W/ N COVER
☐ 5006-FC/PC-SAM W/ N COVER

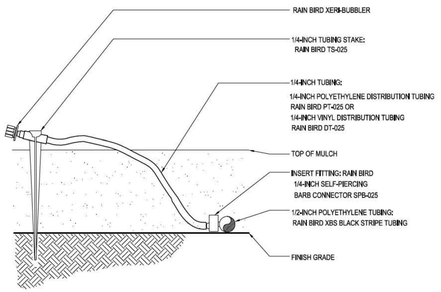
☑ SELECT DESIRED SWING JOINT
☐ CONTRACTOR ASSEMBLED SWING JOINT
☐ RAIN BIRD SWING JOINT WITH PRS
☐ RAIN BIRD SWING JOINT



1. FINISH GRADE
2. ROTOR POP-UP SPRINKLER: RAIN BIRD 5006 5006-FC/PC-SAM
3. PRE-FABRICATED SWING JOINT: RAIN BIRD TSJ-075-PRS WITH 45 PSI PRESSURE REGULATOR
4. PVC SCH 40 TEE OR ELL
5. LATERAL PIPE

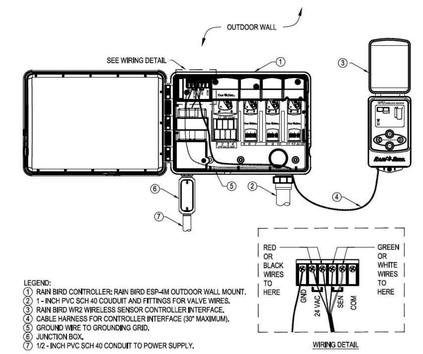
NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. CONTRACTORS NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/Info REFERENCE NUMBER 045-122.

5006 SERIES INTERNAL DRIVE ROTOR



NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. USE XERIMAN TOOL XM - TOOL TO INSERT CONNECTOR DIRECTLY INTO 1/2 - INCH POLYETHYLENE TUBING.
4. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/Info REFERENCE NUMBER 045-230.

XERI - BUBBLER ON 1/4 - INCH TUBING



LEGEND:
1. RAIN BIRD CONTROLLER: RAIN BIRD ESP-4M OUTDOOR WALL MOUNT.
2. 1 - INCH PVC SCH 40 COUDUIT AND FITTINGS FOR VALVE WIRES.
3. RAIN BIRD WR2 WIRELESS SENSOR CONTROLLER INTERFACE.
4. CABLE HARNESS FOR CONTROLLER INTERFACE (30' MAXIMUM).
5. GROUND WIRE TO GROUNDING GRID.
6. JUNCTION BOX.
7. 1/2 - INCH PVC SCH 40 CONDUIT TO POWER SUPPLY.

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. ALL DIMENSIONS ARE CONSIDERED TRUE AND REFLECT MANUFACTURER'S SPECIFICATIONS.
3. FOR BEST PERFORMANCE, THE CONTROLLER INTERFACE SHOLD BE INSTALLED AT LEAST FIVE FEET ABOVE THE GROUND.
4. IT IS RECOMMENDED THAT THE CONTROLLER INTERFACE BE INSTALLED AWAY FROM SOURCES OF ELECTRICAL INTERFERENCE (SUCH AS TRANSFORMERS, GENERATORS, PUMPS, FANS, ELECTRICAL METER BOXES) AND METAL OBJECTS TO MAXIMIZE COMMUNICATION RANGE.
3. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/Info REFERENCE NUMBER 045-499.

CONTROLLERS - RAIN AND MOISTURE SENSORS
WR2 SERIES WIRELESS RAIN SENSOR (OUTDOOR) CONTROLLER INTERFACE

RADIANT LIVING CHURCH
321-341 NE 1ST AVE, DEERFIELD BEACH, FL

IRRIGATION DETAILS

MAJESTIC VIEWS
Landscape Architecture - Construction Management
4711 Cypress Drive South, Boynton Beach, FL 33436
Phone(561)752-9833 Fax (561) 752-4110
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LOUIS ILIAS VLAHOS
LANDSCAPE ARCHITECT

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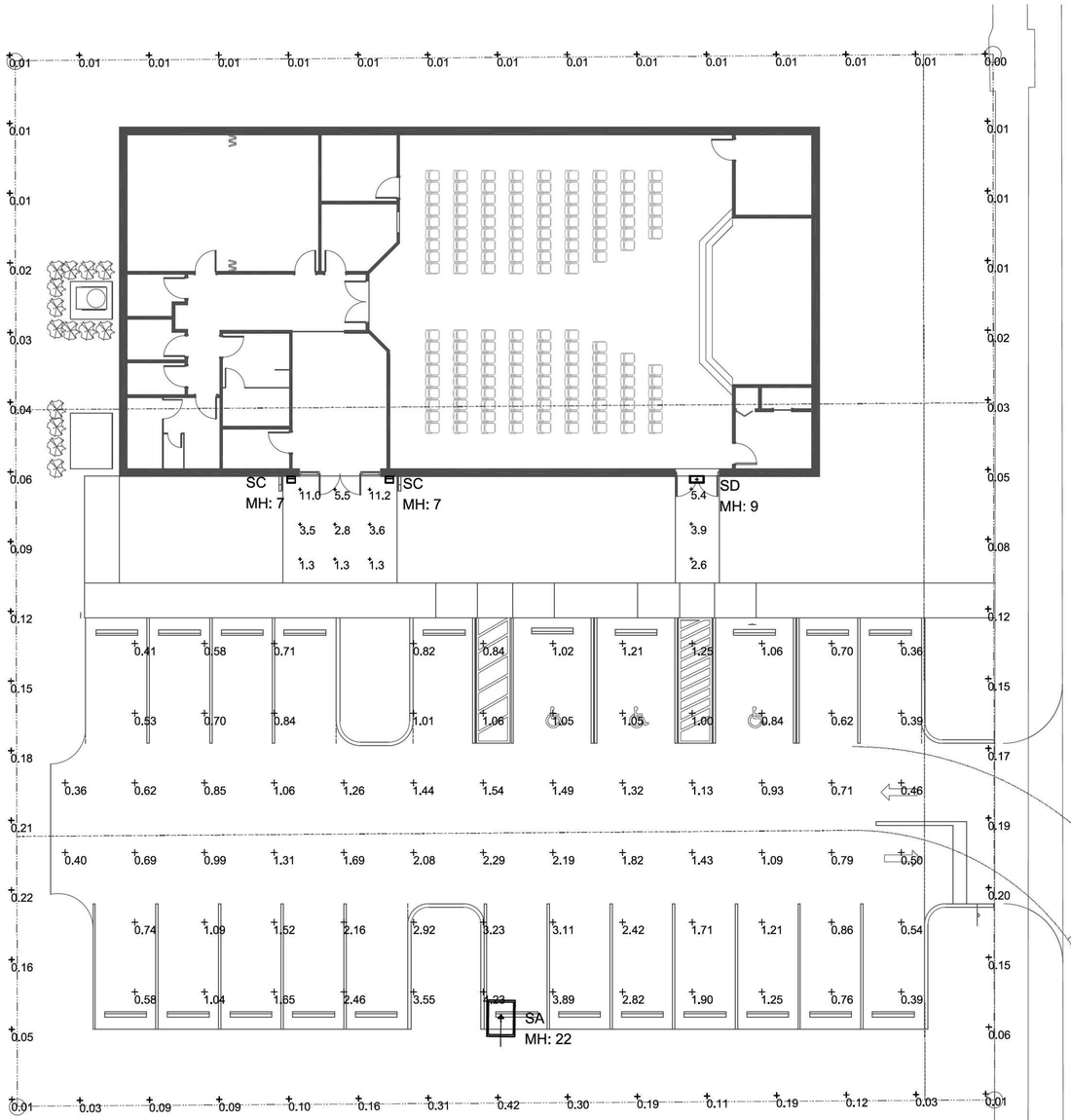
CEDA1800F308498...

LA #6666677
LC #26000319

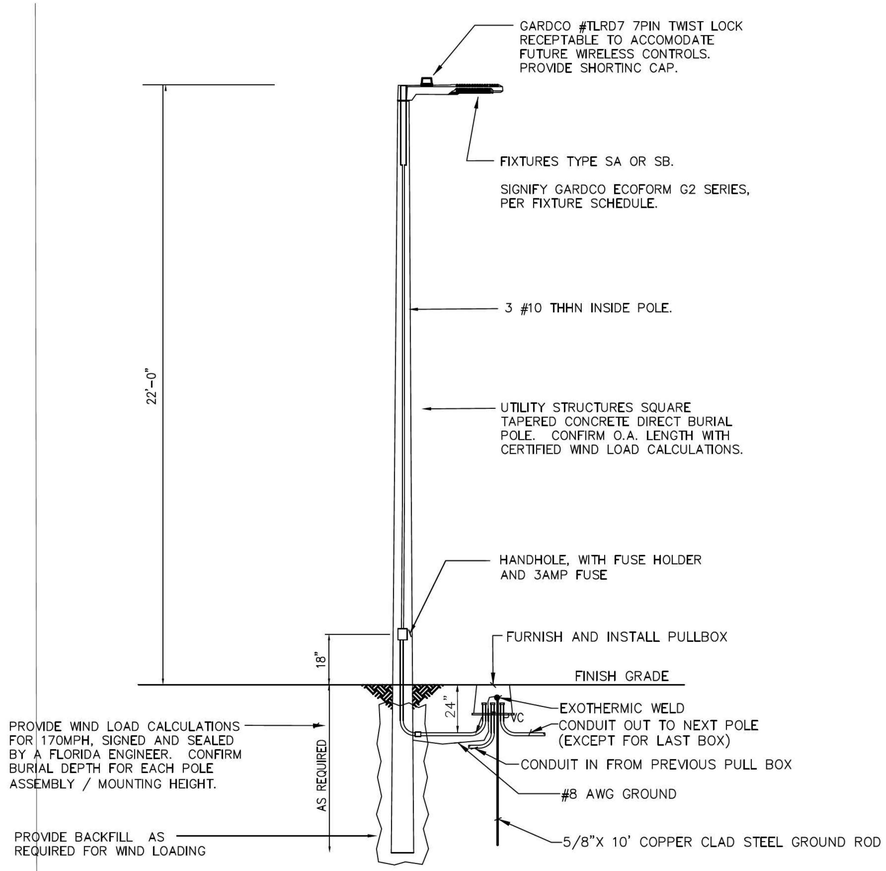
REV. NO.	DATE

JOB NO:
DRAWN BY: LIV
DATE: 06.15.20
SCALE: N.T.S.

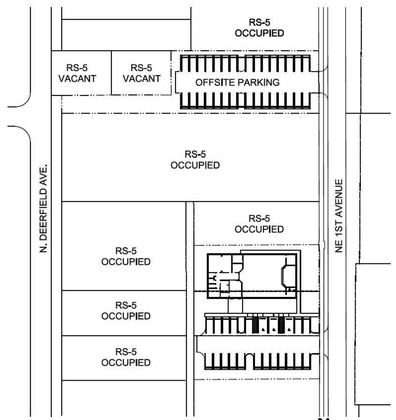
SHEET NO.
IR-3



1 EPH1.1 PHOTOMETRIC SITE PLAN
1" = 10'-0"



LIGHT POLE DETAIL
N.T.S.



KEY PLAN
N.T.S.

Luminaire Schedule										
Project: RADIANT LIVING CHURCH SITE REV4 08-05-2020										
Symbol	Qty	Label	Description	Lumens/Lamp	LLD	LDD	BF	LLF	Lum. Watts	Total Watts
	1	SA	GARDCO ECF-S-48L-1A-NW-G2-4-HIS POLE MOUNT 22' AFG	N.A.	0.900	0.900	1.000	0.810	158.7	158.7
	2	SB	GARDCO ECF-S-32L-1A-NW-G2-2-HIS POLE MOUNT 22' AFG	N.A.	0.900	0.900	1.000	0.810	105.6	211.2
	2	SC	EVERGREEN CAM-W-24W-AB-WF WALL MOUNT 7' AFG	3600	0.900	1.000	1.000	0.540	24	48
	1	SD	GARDCO 121-16L-400-NW-G4-4 WALL MOUNT 9' AFG	N.A.	0.900	1.000	1.000	0.900	22.2	22.2

TO THE BEST OF MY KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH THE 2017 FLORIDA BUILDING CODE, ALL AMENDMENTS AND SECTION 633 OF THE FLORIDA STATUTES.

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Consulting Engineering

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AA 26003560

STEVEN M. VALENZUELA LICENSE No 60287 STATE OF FLORIDA PROFESSIONAL ENGINEER
Joel Jay Mathew Jose P.E.
Florida Reg. No. 60287

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REVISION SCHEDULE

No.	DESCRIPTION	DATE
1	PR COMMENTS	04/13/20
2	PR COMMENTS	08/05/20

PERMIT SET FOR CONSTRUCTION
THIS DRAWING IS FOR CONSTRUCTION, IT HAS BEEN ISSUED FOR BUILDING DEPARTMENT REVIEW.

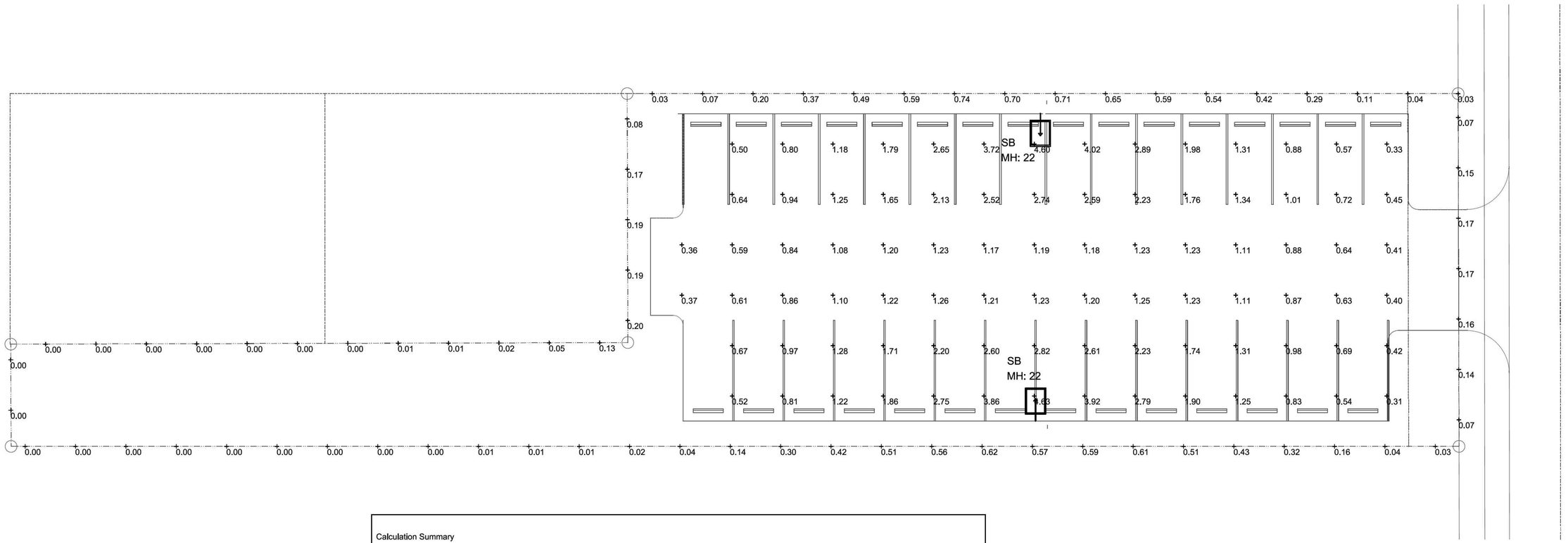
RADIANT LIVING WORSHIP CENTER
321-341 NE 1ST. AVENUE
DEERFIELD BEACH, FL

PHOTOMETRIC SITE PLAN

Client Name	RADIANT LIVING CHURCH
Project number	190223
Date	01-15-20
Project Manager	JMV
Drawn By	DJM

EPH1.1

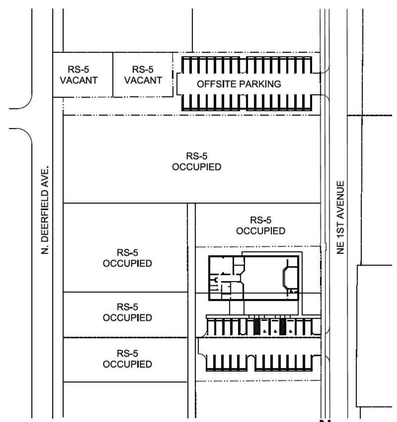
Scale: As indicated



Calculation Summary							
Project: RADIANT LIVING CHURCH SITE REV4 08-05-2020							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
MAIN ENTRY_Top_1	Illuminance	Fc	4.61	11.2	1.3	3.55	8.62
OFF SITE PARKING_Planar	Illuminance	Fc	1.48	4.63	0.31	4.77	14.94
OFFSITE PARKING PROPERTY LINE	Illuminance	Fc	0.20	0.74	0.00	N.A.	N.A.
PROPERTY LINE	Illuminance	Fc	0.08	0.42	0.00	N.A.	N.A.
REAR EXIT_Top_1	Illuminance	Fc	3.97	5.4	2.6	1.53	2.08
SITE & PARKING_Planar	Illuminance	Fc	1.31	4.23	0.36	3.64	11.75

1 EPH1.2 PHOTOMETRIC OFFSITE PLAN
1" = 10'-0"

N



KEY PLAN
N.T.S.

TO THE BEST OF MY KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH THE 2017 FLORIDA BUILDING CODE, ALL AMENDMENTS AND SECTION 633 OF THE FLORIDA STATUTES.

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Jovelyn J. Mendonca P.E.
Florida Reg. No. 60287

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REVISION SCHEDULE

No.	DESCRIPTION	DATE
1	PR COMMENTS	04/13/20
2	PR COMMENTS	08/05/20

PERMIT SET FOR CONSTRUCTION
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RADIANT LIVING WORSHIP CENTER

321-341 NE 1ST. AVENUE
DEERFIELD BEACH, FL

PHOTOMETRIC OFFSITE PLAN

Client Name	RADIANT LIVING CHURCH
Project number	190223
Date	01-15-20
Project Manager	JMV
Drawn By	DJM

EPH1.2

Scale: As indicated

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-696

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

Agenda Date: 12/1/2020 **Status:** PUBLIC HEARING

In Control: City Commission

Title
P.N. 2021-004: Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the program year 2019/2020 Consolidated Annual Performance and Evaluation Report ("CAPER") for Housing and Community Development Programs; authorizing submission of the CAPER to HUD; 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
As a recipient of CDBG entitlement formula federal funds from the Department of Housing and Urban Development ("HUD"), the City is required to submit a Consolidated Annual Performance Evaluation Report ("CAPER") to HUD within 90 days after the end of the fiscal year. The CAPER describes the activities undertaken during the year beginning October 1, 2019 and ending September 30, 2020. This includes information on the City's Community Development Programs, the resources made available to administer the programs, and where and how these resources were invested.

In addition, the CAPER outlines the City's performance relative to the expenditure of Community Development Block Grant ("CDBG") program funds to accomplish the goals stated in 2015-2019 Consolidated Plan and 2019-2020 Annual Action Plan.

Current Activity

In accordance with the City's approved Citizen Participation Plan, the CAPER was advertised for a 30-day public comment period, commencing October 26, 2020 and ending November 24 2020. A public hearing will be held at the City Commission meeting on December 1, 2020, prior to the approval of the item.

Recommendation
Legislative and Community Affairs staff recommends the City Commission approve the FY 2019-2020 CAPER and authorize staff to transmit the Plan with the supporting resolution to the HUD Miami Field Office for approval.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE PROGRAM YEAR 2019/2020 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT ("CAPER") FOR HOUSING AND COMMUNITY DEVELOPMENT PROGRAMS; AUTHORIZING SUBMISSION OF THE CAPER TO HUD; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, jurisdictions that receive funding from the U.S. Department of Housing and Urban Development ("HUD") are required to submit a Consolidated Annual Performance and Evaluation Report; and

WHEREAS, the report must be submitted to HUD within 90 days after the close of the fiscal year and includes information on the City's Community Development Programs, the resources made available to administer the programs, and where and how these resources were invested; and

WHEREAS, City staff recommends approval of the Program Year 2019/2020 Consolidated Annual Performance and Evaluation Report (the "CAPER"), attached as Exhibit "A," and authorization to submit the CAPER to HUD.

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 of this Resolution.

Section 2. The City Commission hereby approves the CAPER for Program Year 2019/2020, attached as Exhibit "A." The City Manager or designee is authorized to submit the CAPER to HUD.

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

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

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER) FY 2019/2020

Prepared by:
The City of Deerfield Beach Leglislative & Community Affairs Department

Submitted to:
Department of Housing and Urban Development Miami Field Office

November 16, 2020

OMB Control No: 2506-0117 (exp. 07/31/2015)

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EXECUTIVE SUMMARY

The City of Deerfield Beach receives Community Development Block Grant (CDBG) funds each year from the U.S. Department of Housing and Urban Development (HUD). The Consolidated Annual Performance and Evaluation Report (CAPER) is designed to report on the progress of activities identified in the Annual Action Plan. The CAPER provides an overview of the City's efforts and accomplishments in addressing its identified community development needs and priorities during the 2019-2020 program year. This is the final year of the 2015-2019 Consolidated Plan.

The three plans (Consolidated Plan, Annual Action Plan and CAPER) correlate with the jurisdiction's overall goals for the community based on identified needs. The report also addresses other public and private resources available to carry out identified activities and projects in the program year. Throughout the CAPER, expended amounts refer to actual costs the City has been reimbursed and is reflected in the Integrated Disbursement Information System (IDIS). Here is a highlight of the projects/activities undertaken during the program year.

Home Repair Program

The program provides homeowners who are experiencing conditions in and around their homes that pose a threat to their health, safety and welfare. The homeowner rehabilitation program is limited to low-to moderate-income homeowners and is available on a first come, first qualified basis.

Purchase Assistance Program

The Purchase Assistance Program provides assistance to eligible homebuyers through a deferred payment loan to be applied towards the costs of purchasing existing or newly constructed (with a Certificate of Occupancy) eligible affordable housing. Eligible costs include the following: down payment, closing costs, mortgage buy down, and other costs associated with purchasing a home. Eligible housing includes single-family homes, townhomes, condominiums, eligible manufactured homes, Planned Unit Developments (PUDs) and villas.

Public Improvements

The City's Public Improvement Program is geared to facilitate the upgrade of public improvement and infrastructure.

Senior Transportation

The Senior Transportation program is made available to persons 62 years and older needing transportation. The bus service is provided Monday through Friday to the following location Monday through Friday: To and from the Center for Active Aging (NE Focal Point Senior Center), medical appointments, pharmacies for prescriptions, grocery and department stores, local malls, libraries, post offices, local parks, beaches, and local restaurants.

Alzheimer Adult Daycare

The Alzheimer Adult Day Care services provide respite to caregivers and activities to individuals 62 years of age and older with Dementia, Alzheimer's Disease and other related memory disorders. The Alzheimer's Day Care Center also provides case management, caregiver training and support, and educational weekly support groups to assist caregivers with coping skills.

Health and Wellness Program
The Health and Wellness Program provides health and support lectures, health screenings, physical fitness and exercise classes, and a nutrition program. These services are for residents age 62 years of age and older.

Micro-Enterprise Assistance Program- CDBG- CV
The City's Micro-Enterprise Grant Assistance program provide financial assistance to eligible small business (5 or fewer employees) located within city limits to sustain during the COVID-19 pandemic. The funds are to help small business meet basic obligations such as: business lease or mortgage payments, utilities payments, monthly debt payments, business payroll and business inventory expenses to remain viable or to encourage businesses to maintain their labor force.

Rental Assistance Program – CDBG-CV
The City's Rental Assistance program provide emergency financial assistance to families impacted by COVID-19. Assistance is provided for up to 6 months from April 1, 2020 and onward. Applicants are eligible to receive up to $10,000 of grant assistance.

Utilities Assistance Program – CDBG-CV
The City's Utilties Assistance Program provide emergency financial assistance to families impacted by COVID-19.

CR-05 – GOALS AND OUTCOMES

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

The City of Deerfield Beach has prepared the 2019-2020 Consolidated Annual Performance and Evaluation Report (CAPER) as required by the U.S. Department of Housing and Urban Development (HUD) which describes the use of CDBG funds during the third program year of the 2015-2019 Consolidated Plan period, covering October 1, 2019 to September 30, 2020.

The City's 2015-2019 Five (5) Year Consolidated Plan, which includes the 2019-2020 Annual Action Plan, contained three major initiatives for the City's use of federal and local housing funds:

- Preservation of Affordable Housing- 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.
- Provide Affordable Housing- Provide homeownership assistance to low-to-moderate income households through purchase assistance, which includes down payment assistance, closing cost and principal and/or interest reduction.
- Suitable Living Environment- Make available suitable living environment by improving the safety and liveability of neighborhoods, increasing access to quality public and private facilities and services by updgrading physical improvements such as sidewalk installation and improving public streets. In addition, public services and transportation was provided to seniors.

The information provided in this CAPER provides a review of the uses and accomplishments associated with FY 2019/2020.

Home Repair Program
The program provides homeowners who are experiencing conditions in and around their homes that pose a threat to their health, safety and welfare. The homeowner rehabilitation program is

limited to low-to moderate-income homeowners and is available on a first come, first qualified basis.

- Results: 11 households received assistance in FY 2019-2020 through CDBG (2), HOME (3) and SHIP (4).
- Expenditures: $466,898.44 (CDBG - $52,974.74)

Purchase Assistance Program
The Purchase Assistance Program provides assistance to eligible homebuyers through a deferred payment loan to be applied towards the costs of purchasing existing or newly constructed (with a Certificate of Occupancy) eligible affordable housing. Eligible costs include the following: down payment, closing costs, mortgage buy down, and other costs associated with purchasing a home. Eligible housing includes single-family homes, townhomes, condominiums, eligible manufactured homes, Planned Unit Developments (PUDs) and villas

- Results: 11 households received assistance in FY2019-2020 through CDBG (9), HOME (2) and SHIP (0)
- Expenditures: $483,385.00 (CDBG - $407,389.00)

Senior Transportation
The Senior Transportation program is made available to persons 62 years and older needing transportation. The bus service include the following locations Monday through Friday: To and from the Center for Active Aging (NE Focal Point Senior Center), medical appointments, pharmacies for prescriptions, grocery and department stores, local malls, libraries, post offices, local parks, beaches, and local restaurants.

- Senior Transporation – Provided transportation assistance to 45 seniors (ages 62 and older) residents
- Expenditures: $16,695.34

Alzheimer Adult Daycare
The Alzheimer Adult Day Care services provide respite to caregivers and activities to individuals 62 years of age and older with Dementia, Alzheimer's Disease and other related memory disorders. The Alzheimer's Day Care Center also provides case management, caregiver training and support, and educational weekly support groups to assist caregivers with coping skills.

- Alzheimer Adult Daycare – Provided assistance to 27 seniors (ages 62 and older) residents
- Expenditures: $7,482.88

Health and Wellness Program
The Health and Wellness Program provides health and support lectures, health screenings, physical fitness and exercise, and a nutrition program. These services are for residents age 62 years of age and older.

- Health and Wellness Program – Provided assistance to 53 seniors (ages 62 and older) residents
- Expenditures: $2,565.00

Micro-Enterprise Assistance Program
The City's Micro-Enterprise Grant Assistance program provide financial assistance to eligible small business (5 or fewer employees) located within city limits to sustain during the COVID-19 pandemic. The funds are to help small business meet basic obligations such as: business lease or mortgage payments, utilities payments, monthly debt payments, business payroll and business inventory expenses to remain viable or to encourage businesses to maintain their labor force.

- Micro-Enterprise Assistance Program – Provided assistance to 11 Micro-Enterprises in the City
- Expenditures: $55,000.00

Public Improvements
The City's Public Improvement Program is geared to facilitate the upgrade of public improvement and infrastructure. This project included the installation of approximately 6,345 linear feet of new concrete sidewalks South of Hillsboro Blvd to SW 4th Street and Martin Luther King Jr. Avenue east to Dixie Highway and installation of missing sidewalks segments that now provide continuous sidewalks throughout the CDBG Target Area neighborhood.

- Americans with Disabilities Act (ADA) Sidewalk Improvements
- Expenditures: $340,136.00

Rental Assistance Program – CDBG-CV
The City's Rental Assistance Program provide emergency financial assistance to families impacted by COVID-19.

- Rental Assistance Program – 23 households received assistance in FY 2019-2020 through CDBG-CV (6) and CRF (17) funds
- Expenditures: $13,355.00

Utilities Assistance Program – CDBG-CV
The City's Utilties Assistance Program provide emergency financial assistance to families impacted by COVID-19.

- Utilities Assistance Program – 24 households received assistance in FY 2019-2020 through CDBG-CV funds
- Expenditures: $13,081.25

Goal	Category	Source / Amount	Indicator	Unit of Measure	Strategic Plan			Program Year		
					Expected	Actual	Percent Complete	Expected	Actual –	Percent Complete
Economic Development	Non-Housing Community Development	CDBG: $75,000	Businesses assisted	Businesses Assisted	15	11	73.33%	15	11	73.33%
Homebuyer Assistance	Affordable Housing	CDBG: $202,455.00	Direct Financial Assistance to Homebuyers	Households Assisted	25	29	116.00%	5	9	180.00%
Housing Rehabilitation	Affordable Housing	CDBG: $200,000.00	Homeowner Housing Rehabilitated	Housing Unit	20	21	105.00%	4	4	100.00%
Public Improvements	Non-Housing Community Development	CDBG: $362,041.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	10000	3275	32.75%	2,500	2,500	100.00%
Public Service	Non-Housing Community Development	CDBG: $25,000.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	447	89.40%	50	45	90.00%
Rental Assistance	Affordable Housing	CDBG-CV: $175,056.00	Emergency Rental Assistance	Households Assisted	17	6	35.29%	17	6	35.29%
Utilities Assistance	Affordable Housing	CDBG-CV: $75,000.00	Emergency Utilities Assistance	Households Assisted	35	24	68.5%	35	24	68.5%

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

As shown in Table 1, during the program year, the City made progress with several 2019-2020 activities; however, some projects were delayed as a result of the COVID-19 pandemic. All funded activities addressed specific priority objectives identified in the 2015-2019 Consolidated Plan.

The City of Deerfield Beach's CDBG allocation for FY 2019/2020 was $659,318.00. Funds were allocated to homeownership rehabilitation assistance, purchase assistance, public services, and program planning and administration. The City received $106,684.00 in State Housing Initiative Partnership (SHIP) funds for homeownership rehabilitation assistance and purchase assistance; $184,016.00 in Home Investment Partnership (HOME) funds for homeownership rehabilitation and purchase assistance through Broward County Consortium to leverage with the CDBG funds; $194,000.00 Hurricane Loss Mitigation (HLMP) funds for wind mitigation for owner occupied residents. The City received $989,121 in (CDBG-CV) and $492,000 (CRF) through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to respond and prepare for the Coronavirus pandemic. Funds were allocated to rental assistance, mortgage assistance and utilities assistance.

The City of Deerfield Beach Homeowner Rehabilitation provides assistance to low and moderate income households, adjusted for household size, for owner-occupied residents in the City. Homeowner Rehabilitation assistance may be used to eliminate building code violations, abate any health and safety issues in the home and/or repair, upgrade, or replace major building systems as necessary. The program provides non-luxury general property improvements that improve conditions, structure of the home and address energy efficiency.

CR-10 – RACIAL AND ETHNIC COMPOSITION OF FAMILIES ASSISTED

Table 2 – Table of assistance to racial and ethnic populations

	CDBG
White	132
Black or African American	76
Asian	1
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Other Multi-racial	2
Total	211
Hispanic	21
Not Hispanic	190

Narrative

Table 2 provides an aggregate of race and ethnicity data for households assisted through the housing and public services programs. The accomplishment data from all CDBG activities are reported in HUD's Integrated Disbursement and Information System (IDIS).

CR-15 – RESOURCES AND INVESTMENTS

Table 3 – Resources Made Available

Source of Funds	Resources Made Available	Amount Expended During Program Year
CDBG	$2,439,475.60	$1,033,543.20

Narrative

The federal resources available for the implementation of projects during FY 2019-2020 are identified in Table 3. Total CDBG resources available in FY 2019-2020 was:

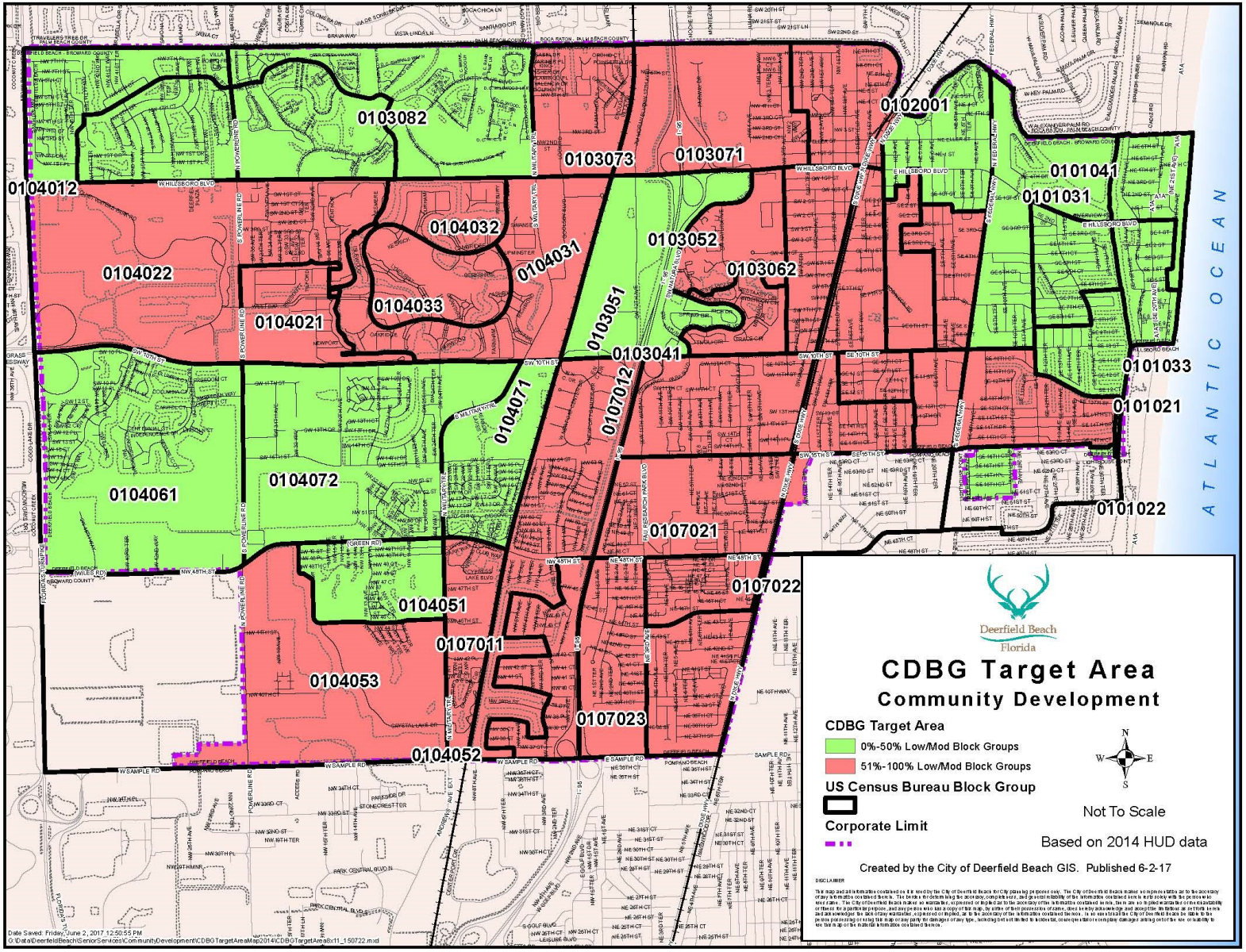
- $2,439,475.60 ($659,318.00 in new CDBG allocation)
- $989,121.00 in CDBG-CV
- $791,036.65 of unexpended CDBG funds from prior years
- The City expended $1,033,543.20 in FY 2019-2020

Table 4 – Identify the geographic distribution and location of investments

Target Area	Actual Percentage of Allocation	Narrative Description
Citywide	49%	Purchase Assistance, Homeowner Rehabilitation Mortgage & Rental Assistance and Public Service
Census Tract 103.072	51%	Public Improvement

Narrative

During FY 2019/2020, the City expended funds consistent with meeting the national objective of the program, 100% of the funds were used to benefit low to moderate income persons and area. The percentage included planning and administration.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0107011
0104053
0107023
0104052
ATLANTIC OCEAN
Deerfield Beach
Florida
CDBG Target Area
Community Development
CDBG Target Area
0%-50% Low/Mod Block Groups
51%-100% Low/Mod Block Groups
US Census Bureau Block Group
Corporate Limit
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Not To Scale
Based on 2014 HUD data
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LEVERAGING

To address housing and community development needs in Deerfield Beach, the City leverages its CDBG funds with a variety of funding resources in order to maximize the effectiveness of available funds. In FY 2019-2020, the leveraged amount provided from federal and state sources was $487,700.00.

State Housing Initiative Partnership (SHIP) Program
The City of Deerfield Beach receives an annual allocation under this program. Florida Housing Finance Corporation (FHFC) administers the State Housing Initiatives Partnership (SHIP) program, which provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and rehabilitation. The program is designed to serve very low, low and moderate income households in conjunction with the CDBG Program.

Home Investment Partnerships Program (HOME)
Since FY 2002, the City of Deerfield Beach has been a member of the Broward County HOME Consortium along with the Entitlement Cities of Tamarac, Coral Springs, Margate, Sunrise, Lauderhill, Plantation, Davie, Pembroke Pines, Miramar and Coconut Creek. The United States Congress passed the National Affordable Housing Act In 1990; this Act created a variety of affordable housing programs, including the Home Investment Partnerships Act (HOME). The purpose of the HOME program is to provide funds to local jurisdictions to strengthen public-private partnerships to provide more affordable housing through acquisition and rehabilitation.

CR-20 – AFFORDABLE HOUSING

Table 5- Number of Households

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units	0	0
Number of non-homeless households to be provided affordable housing units	9	13
Number of special-needs households to be provided affordable housing units	0	0
Total	**9**	**13**

Table 6 - Number of Households Supported

	One-Year Goal	Actual
Number of households supported through rental assistance	7	6
Number of households supported through the production of new units	0	0
Number of households supported through the rehab of existing units	4	4
Number of households supported through the acquisition of existing units	5	9
Total	**16**	**19**

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

For the fifth year of the current Consilidated Plan FY 2019-2020 has produced positive results, especially with affordable housing. The City met its timeliness standards as of August 1, 2020.

The City will continue to promote the Purchase Assistance, Homeowner Rehabilitation program, and the Senior Transportation program to ensure City residents are aware of the program and its benefits.

Discuss how these outcomes will impact future annual action plans.

Preserving the City's aging affordable housing stock and providing homeownership opportunities remain a top priority for the City of Deerfield Beach.

As the City's housing stock ages, a growing percentage of housing units need rehabilitation in order to remain safe and habitable. This situation is of particular concern for low- and moderate-income homeowners and seniors who are generally not in a financial position to properly maintain their homes. The age and condition of the City's housing stock is an important indicator of potential rehabilitation needs. Preservation of the physical and functional integrity of existing housing units occupied by low-and moderate-income households is a cost-effective way to invest limited resources to retain existing housing units that are already affordable to low- and moderate-income households in the community.

Table 7 – Number of Persons Served

Number of Persons Served	CDBG Actual
Very Low-income	9
Low-income	89
Total	98

Narrative

The 2015-2019 Consolidated Plan - Strategic Plan identified high priorities for affordable housing needs which includes preserving the supply of affordable housing through homeowner rehabilitation assistance and providing purchase assistance to extremely-low to low income.

CR-25 – HOMELESS AND OTHER SPECIAL NEEDS

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

The City of Deerfield Beach does not have an initiative in place for homelessness, but continues to work with Broward County's Continuum of Care (CoC) Homeless Program. The Continuum of Care Program is a comprehensive management concept that requires a combination of services to be brought together in a coordinated effort to help move a family or individual from homelessness to self- sufficiency. The City consistently workes with non-profit organizations to provide shelter and transitional housing to the County's homeless, including those who live in Deerfield Beach. The City of Deerfield Beach does not directly administer homeless funds.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Deerfield Beach does not have an initiative in place for homelessness, but continues to work with Broward County's Continuum of Care (CoC) Homeless Program. The Broward Sherriff's Office- Deerfield Beach District Office works closely with various social services agencies to provide assistance to the homeless and/or at risk to be homeless population.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City does not have a homeless initiative. As a member of Broward County Continuum of Care (CoC), the City supports Broward CoC initiatives.

CR-30 – PUBLIC HOUSING

Actions taken to address the needs of public housing

The City works closely with Deerfield Beach Housing Authority who continues to seek Federal and State funding to rehabilitate and maintain public housing.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Deerfield Beach Housing Authority (DBHA) Homeownership Program is an optional U.S. Department of Housing and Urban Development (HUD) program that permits housing authorities to assist Housing Choice Voucher (Section 8) households in the purchase of their first homes. Participants in this program receive Housing Assistance Payments to use toward their homeownership expenses.

The program is open to all current DBHA section 8 voucher participants who meet the eligibility requirements and guidelines. Once, the eligibility requirement guidelines are met and the home is acquired, the participants will be able to receive assistance with their mortgage payment. The non-disabled head of household participant who has a 30 year mortgage is eligible for the mortgage assistance up to 15 years. The elderly and disabled head of household participant is eligible for assistance for the entire mortgage term.

DBHA offers the Family Self-Sufficiency Program (FSS). The main goal of the FSS program is to help families improve their financial situation through employment and education to achieve homeownership, entrepreneurship, and self-suffciency.

The City of Deerfield Beach continues to support homebuyer education programs. Homeownership education explains the home purchasing process to potential home buyers. Participants are taken through each step of the home buying process, from budgeting to loan closing. Participants learn how to calculate the amount they can afford to pay for a home, how to shop for an affordable mortgage, the details associated with sales contracts and loan applications, and a basic home maintenance 8 hour certificate course.

The City of Deerfield Beach and DBHA, provides outreach, public notices and cooperation to encourage the participation of homeownership.

Actions taken to provide assistance to troubled PHAs
Not applicable.

CR-35 – OTHER ACTIONS

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

While lead-based paint was banned from residential use in 1978, lead remains a hazard in homes constructed before 1978 (especially in homes built before 1950). Paint deterioration and home renovations in these structures significantly elevate the risk for exposure to lead and subsequently lead poisoning. The City's approach to Lead-Based Paint compliance was to identify the presence of hazards through inspections as part of the Homeowner Rehabilitation and Purchase Assistance Programs. Cases of lead based paint are handled on a case-by-case basis, by requiring the initial inspector to complete a lead-based paint test through the use of proper techniques and safe work practices in compliance with EPA regulations when handling paint of lead hazard. For homes built pre 1978 participating in CDBG program, the EPA's Protect Your Home pamphlets are provided to either homebuyer or homeowner. Visual inspections by a certified professional are provided and inspection reports are documented and kept in each client's file.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The implementation of CDBG and HOME activities meeting the goals established in the 2015-2019 Consolidated Plan - Strategic Plan and the FY 2019-2020 Action Plan addressed some of the needs of poverty-level families and made strategic investments to reduce the number of poverty-level families in the future by:

- Supporting activities that expand the supply of housing that is affordable to low- and moderate-income households;
- Supporting activities that preserve the supply of decent housing that is affordable to low- and moderate-income households;
- Supporting a continuum of housing and public service programs to prevent and eliminate homelessness;
- Supporting housing preservation programs that assure low-income households have a safe, decent and appropriate place to live;
- Supporting public services that benefit the community's seniors, youth, families and those with special needs.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The central responsibility for the administration of the CDBG funds and other related grants is assigned to the Legislative & Community Affairs (formerly Community Development Department)/ The Department coordinates and manages activities among public and private organizations' efforts to realize the prioritized goals of the Annual Action Plan.

The Deerfield Beach Family Empowerment, Inc. provides services to the Legislative & Community Affiars Department for administration of the homeowner rehabilitation and purchase assistance programs for CDBG, SHIP, and HOME funds.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Deerfield Beach Housing Authority (DBHA) is located within the City limits. The City works very close with DBHA to funnel residents through social service programs offered by DBHA

such as: job training, financial literacy training, education training, first time homeowner trainings, and fair housing awareness. DBHA also refer clients upon completion of trainings to participate in the City Purchase Assistance program.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

In FY2019/2020, the City completed the following Fair Housing Activities:

- The City placed fair housing information on its website. This included contact information for Broward County Civil Rights Division and the HUD-Miami office- Fair Housing and Equal Opportunity for residents to utilize. The information remains available on the City's website.
- The City educates the public on fair housing laws and information by placing a fair housing ad in the City's local papers and on the City's social media pages.
- Fair housing posters (Spanish and English) are displayed in the Community Development Department, Senior Services and the Deerfield Beach Housing Authority lobbies.
- On April 11th, 2020 marked to 51st anniversary of the passage of Title VII of the Civil Rights Act of 1968, known as the Federal Fair Housing Act; in honor the City Presented HOPE, Inc., with a Proclamation.
- In May 2020 the City completed an Analysis of Impediments as apart of the Broward County HOME Consortium. A total of six impediments were identified as barriers in Broward County and Deerfield Beach. The six impediments are as follow: 1.) Displacement of Minorities Due to Gentrification 2.) Income Inequality Between Race or Ethnicity 3.) Decline in Household Purchasing Power 4.) High Percentage of Renters are Cost Burden 5.) Increased Rate of Poverty 6.) Funding Shortgage for new and Existing Affordable Housing

CR-40 – MONITORING

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

HUD's Community Planning and Development Office developed a monitoring guide that it uses to monitor grantees. The City, also uses this as a standard for monitoring the implementation of the program. Other applicable regulations and policies such as those from the Department of Labor and U.S. Office of Management and Budget, Office of Fair Housing and Equal Opportunity, and Department of Environmental Protection Agency will also be used as the standard for any monitoring tools and procedures developed for housing and community development programs.

Timeliness

The timely expenditure of funding on eligible programs is an important element of the Consolidated Plan. Projects and activities are monitored to ensure they begin and are implemented in a timely manner. In FY 2019-20 the City met timeliness.

Plan Procedures

- Legislative & Community Affairs staff monitors the City's housing program level of service to ensure statutory and regulatory requirements are being met and the information submitted to HUD's Integrated Disbursement and Information System (IDIS) is correct and complete. Monitoring will take place at the following intervals:
- Quarterly;
- Annually (beginning and end of the year) and;
- As needed by HUD.

On an annual basis, City staff reviews each program to determine if they are being completed in a timely manner, as well as whether they will aid in meeting the City's Annual Action Plan goals.

- At the end of each program year, City staff develops a Consolidated Annual Performance and Evaluation Report (CAPER) detailing Annual Action Plan, goals, objective and accomplishments;
- Staff provides Federal Cash Transactions reports on a quarterly basis as required by HUD;
- The City requires citizen participation in the planning and amendment process of the Consolidated Plan and Annual Action Plans as required by HUD, 24 CFR 91.40 or 45;
- Review Sub-recipient request for payment or reimbursement to assure proper documentation is provided and expenditures are for eligible activities; and
- Assures compliance with other program requirements, such as labor standards and fair housing laws, through in-depth monitoring and program review.

CITIZEN PARTICIPATION PLAN

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In accordance with the City's adopted Citizen Participation Plan, a public notice was published in the Sun-Sentinel on October 29, 2020 notifying the public of the availability of the Consolidated Annual Performance and Evaluation Report for a 30-day public review and comment period. A copy of the public notices is included in Appendix A.

The draft CAPER was available at the following locations:

Legislative & Community Affairs Department
325 NW 2 Avenue
Deerfield Beach, FL 33441

City Website
http://www.deerfield-beach.com/1769/Approved-Docs

CR-45 - CDBG

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The overall program objective was to access local housing and community development needs, resources and social economic impediments toward building and sustaining viable neighborhoods. The City of Deerfield Beach continues to insist on high quality housing

development, as well as quality maintence of the City's existing housing stock for residents.
The City's CDBG objectives can be achieved over the next years and consistent with the Five Year Consolidated Plan through consideration of the following strategies:

- Provide funding assistance to maintain the supply of affordable housing through rehabilitation of older single family homes and multi-family units.
- Provide Purchase Assistance homeownership opportunities for low –moderate income residents.
- Offer public services programs and activities
- Encourage Code Compliance/Neighborhood Revitalization activities
- Deliver Public Facilities Improvements/ Low-mod Area Wide benefit improvements
- Provide economic development aopportunities

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?
Yes, the City of Deerfield Beach has one open Brownfields Economic Development Initiative.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.
There has been no progress on the one Brownfields Economic Development Initiatives from the City of Deerfield Beach.

Appendix A

PUBLIC NOTICE 2021-004

CITY OF DEERFIELD BEACH FLORIDA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONSOLIDATED ANNUAL PERFORMANCE
EVALUATION REPORT (CAPER- FY 2019/2020)

The City of Deerfield Beach has completed its Consolidated Annual Performance Evaluation Report (CAPER FY 2019/2020) as required by the U.S. Department of Housing and Urban Development (HUD) under 24 CFR Part 91. This report assesses the City's performance for FY 2019/2020 relative to the expenditure of funds provided by HUD and other public and private entities. The City of Deerfield Beach a recipient of CDBG funds is required to provide citizens with a 30-day opportunity to comment on the FY 2019/2020 CAPER located at http://www.deerfield-beach.com/1769/Approved-Docs.

The 30-day public comment period will commence October 26, 2020, and end November 24, 2020. Citizens are encouraged to review and comment on the CAPER during the 30-day comment period via email at jsalas@deerfield-beach.com. For comments or questions on the CAPER, please contact Jonathan Salas at 954-480-4464 or jsalas@deerfield-beach.com.

The City of Deerfield Beach City Commission is scheduled to hold a Public Hearing on Tuesday, December 1, 2020, the CAPER is on the Agenda for Commission's consideration. The Commission Meeting is scheduled to begin at 7:00 p.m. on December 1, 2020, utilizing communications media technology with elected officials and City staff participating through video conferencing. Interested parties are encouraged to log-in at http://www.deerfield-beach.com/1554/Meetings-Agendas and participate. Public comments for the meeting may also be provided via email to web.clerk@deerfield-beach (please include your name and address for the record).

For additional information on this hearing, please contact Jonathan Salas 954-480-4464 or jsalas@deerfield-beach.com.

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.

City of Deerfield Beach

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: 12/1/2020

Status: PUBLIC HEARINGS – SECOND READING

In Control: City Commission

Title
P.H. 2021-021: 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

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 approval 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 2021-021
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, December 1, 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, 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, November 20, 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:

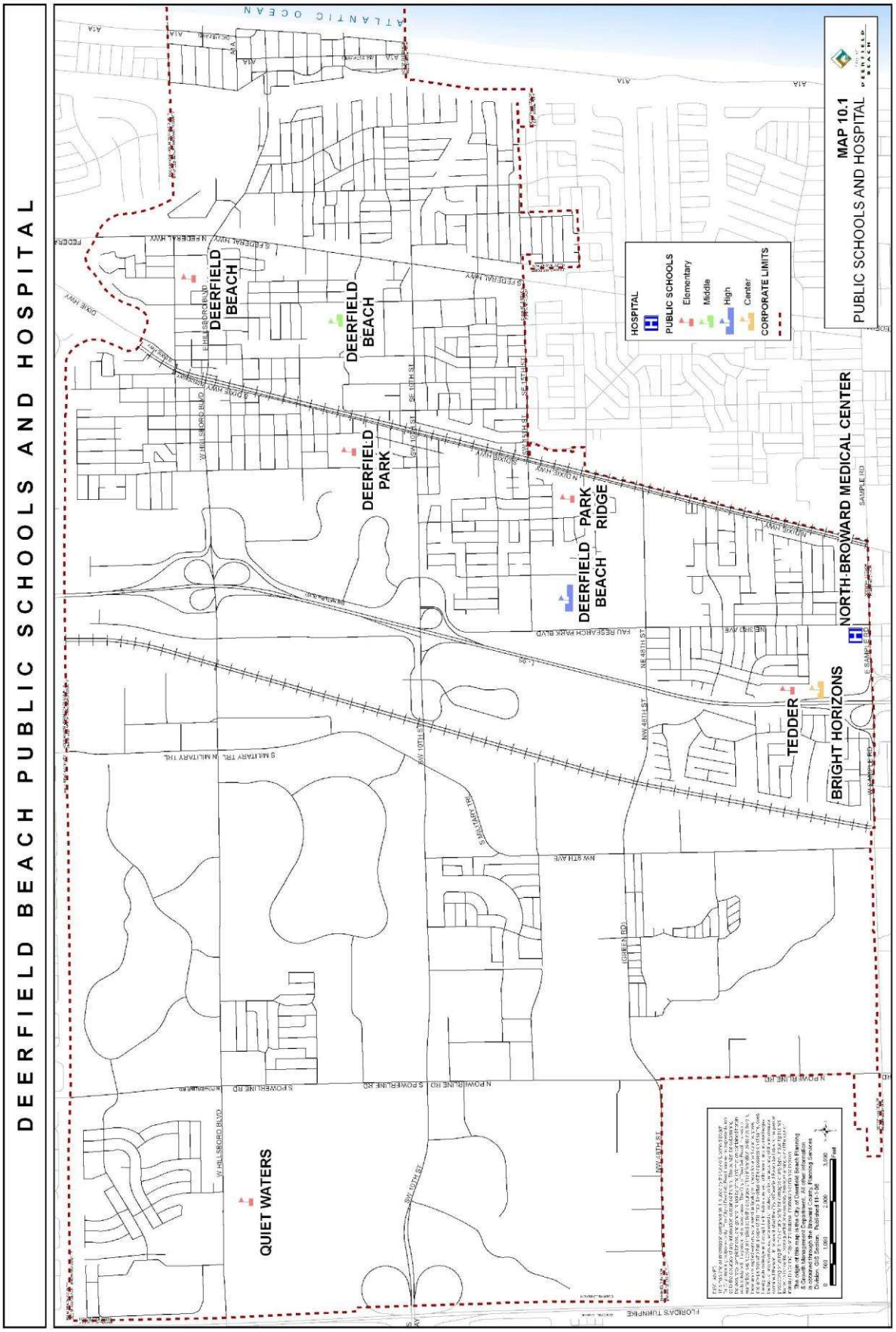
1.) Safety: Project is needed to reduce or eliminate an unsafe condition or provide additional safety.
2.) Leverage Funds: Project is partially funded by others (grant match, partnering entity, etc.)
3.) Level of Service: Project is needed to maintain an adopted LOS or address a deficiency.
4.) Enhancement 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. 2020-701

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

Agenda Date: 12/1/2020 **Status:** BOARD APPOINTMENTS

In Control: City Commission

Title
Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, removing Tracey Williams from the Education Advisory Board; appointing Karen Shelley to the Education Advisory Board to fulfill Ms. Williams's unexpired term; 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 Education Advisory Board (the "Board") was created in 2017 to participate to information exchange and serve as a liaison between the schools, community, and City Commission. The Board consists of five (5) members, with an appointment by each elected official.

Current Activity
Currently, Tracey Williams is the District 3 representative, but has been unable to attend meetings. Section 2-205(a) of the City Code provides that a member of the Board may be removed by a majority vote of the City Commission. Vice Mayor Parness has requested to remove Ms. Williams from the Board and appoint Karen Shelley to fulfill Ms. Williams's unexpired term.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REMOVING TRACEY WILLIAMS FROM THE EDUCATION ADVISORY BOARD; APPOINTING KAREN SHELLY TO THE EDUCATION ADVISORY BOARD TO FULFILL MS. WILLIAMS'S UNEXPIRED TERM; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in accordance with City of Deerfield Beach City Code Section 2-205 et. seq., the Deerfield Beach Education Advisory Board (the "Board") consisting of five members, has been established with the powers and duties set forth in the City Code; and

WHEREAS, the members of the Board are appointed by and serve at the pleasure of the City Commission for terms that expire on May 15th of the year that the term of the appointing Commissioner/Mayor expires; and

WHEREAS, the Mayor and Commissioners each appoint one member to the Board; and

WHEREAS, Tracey Williams was previously appointed to the Board but has been unable to participate on the Board; and

WHEREAS, Section 2-205(a) of the City Code provides that a member of the Board may be removed by a majority vote of the City Commission; and

WHEREAS, Karen Shelly has expressed an interest in serving on the Board and was nominated by Vice Mayor Parness; and

WHEREAS, Vice Mayor Parness has requested to remove Ms. Williams from the Board and appoint Ms. Shelly to fulfill the unexpired term.

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 of this Resolution.

Section 2. Tracey Williams is hereby removed as a member of the Board.

Section 3. Karen Shelly is hereby appointed to serve as a regular member of the Board for a term ending May 15, 2021. Ms. Shelly shall serve without compensation.

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

Nominating Form

Application for Appointment to Board or Committee

Date: October 20, 2020

The attached application from Karen Shelly for the

Education Advisory 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: Bernie Parness Date:

Appointing Elected Official:

- [ ] Mayor Bill Ganz
- [ ] Vice Mayor Bernie Parness
- [ ] Commissioner Michael Hudak
- [ ] Commissioner Ben Preston
- [ ] Commissioner Todd Drosky

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: EDUCATION COMMITTEE

Are you willing to be considered for an alternate Board or Committee? Yes (@) No ( )

Name KAREN A. SHELLY

Address 190 DURHAM D

City DEERFIELD BCH. State FL Zip 33442

I reside in District # (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 — Work/Mobile Phone 561-350-2572

E-mail SHELLY.KAREN@GMAIL.COM

Employer

Address

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

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

NONE

CITY OF DEERFIELD BEACH
RECEIVED

OCT 19 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

ATTENDED USF

Professional: Certification(s)

COMMUNITY ASSN. MANAGER

Knowledge: Training, interest or experience

AT-RISK YOUTH, HOMELESSNESS

Community Involvement: List organizations/positions

NONE AT THIS TIME

Organizations: Memberships

LEAGUE OF WOMEN VOTERS

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: Karen A. Shelly Date: 10-19-20

Print Name: KAREN A. SHELLY

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

EDUCATION ADVISORY BOARD

Creating Authority:
Ordinance No. 2017/020

Method of Appointment:
Ordinance No. 2017/020 – Five (5) Regular Members

Qualifications:
All members of the Board shall reside within the City of Deerfield Beach
All members of the Board shall be current or former educators or parents/guardians of current students

Financial Disclosure:
None

Compensation:
None

Liaison:
Vickki Placide-Pickard, Director of Community Development, (954) 571-2675

Meeting Dates:
1st Wednesday of the month at 7:00 p.m. at the Hillsboro Community Center

Functions and Responsibilities:
The Education Advisory Board shall participate in information exchange via newsletters and principals' offices with the administration of each school, serve as liaison between the schools, the community and the City Commission.

The Board also coordinates the activities of the City with those activities of local schools, colleges and universities in order to promote educational opportunities for residents of the City and promote programs and community involvement relating to education. With permission from the Mayor, the Chair can meet with members of the Broward County School Board on behalf of the Commission.

Name *Regular Members*	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Joseph Mendes **(Mayor)**	4087 NW 5th Drive Deerfield Beach, FL 33442	531-1837 401-413-4356 (C)	NEW	2017/144	11/07/17	05/15/21
Michael Lubin **(District 1)**	16 Little Harbor Way Deerfield Beach, FL 33441	954-415-6812	NEW	2019/050	05/16/19	05/15/23
Gwyndolen Clarke-Reed **(District 2)**	1430 SW 6th Way Deerfield Beach, FL 33441	480-9340 856-9796 (C)	SELF	2019/050	05/16/19	05/15/23
Tracey M. Williams **(District 3)**	158 SW 5th Street Deerfield Beach, FL 33441	954-428-1537 954-544-1280	Fink	2020/006	01/14/20	05/15/21
Camille Morse **(District 4)**	2175 Woodlands Way Deerfield Beach, FL 33442	954-481-9316	Caputo	2020/006	01/14/20	05/15/21

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-702

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

Agenda Date: 12/1/2020 **Status:** BOARD APPOINTMENTS

In Control: City Commission

Title
Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing William Lane as a regular member to the Planning & Zoning Board; 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
Section 98-115 of the City's Land Development Code provides for the City of Deerfield Beach Planning and Zoning Board (the "Board") to consist of five (5) regular members and five (5) alternate members.

Section 98-115 provides that the Mayor and Commissioners shall each appoint one regular member and one alternate member to the Board, subject to approval by a majority of the City Commission.

Current Activity
William Lane has expressed interest in serving on the Planning & Zoning Board. Currently, the District 3 regular and alternate seat is vacant.

Vice Mayor Parness has nominated William Lane to serve as a regular member.

Upon approval of this appointment, the Board will have a total of five (5) regular members with no vacancies, and three (3) alternates with two (2) vacancies.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPOINTING WILLIAM LANE AS A REGULAR MEMBER TO THE PLANNING AND ZONING BOARD; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 98-115 of the City's Land Development Code provides for the City of Deerfield Beach Planning and Zoning Board (the "Board") to consist of five regular members and five alternate members; and

WHEREAS, Section 98-115 provides that the Mayor and Commissioners shall each appoint one regular member and one alternate member to the Board, subject to approval by a majority of the City Commission; and

WHEREAS, Section 98-115 provides that each appointed member serves at the pleasure of the City Commission for a term that expires on April 30th of the year that the term of the appointing Commissioner/Mayor expires; and

WHEREAS, William Lane has expressed an interest in serving on the Planning & Zoning Board to fill the District 3 vacancy as a regular member, and Vice Mayor Parness has nominated him to fill the vacancy.

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 of this Resolution.

Section 2. William Lane is hereby appointed to serve as a regular member on the Planning & Zoning Board for a term ending on April 30, 2021.

Section 3. Mr. Lane shall serve without compensation and is 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

Nominating Form

Application for Appointment to Board or Committee

Date: October 20, 2020

The attached application from William Lane for the

Planning & Zoning 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.

Signature: Bernie Parness Date:

Appointing Elected Official:

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

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: PLANNING & ZONING

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

Name WILLIAM LANE

Address 11 TILFORD A

City DEERFIELD BEACH State FL Zip 33442

I reside in District # (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 754-212-2936 Work/Mobile Phone 814-969-4226

E-mail WILLSLANE21@YAHOO.COM

Employer RETIRED

Address N/A

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

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

CITY OF DEERFIELD BEACH
RECEIVED

OCT 19 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

B.A. PENN STATE

Professional: Certification(s)

OSHA

Knowledge: Training, interest or experience

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: William Lane Date: 10/19/2020

Print Name:

WILLIAM LANE

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

PLANNING AND ZONING

Creating Authority:
City Charter-Section 312-Ordinance No 1179
Rules of Procedure set by Resolution No 1992/082
Ordinance No. 2011/018

Method of Appointment:
5 Regular/5 Alternates

Financial Disclosure:
Required

Compensation:
None

Liaison:
Eric Power, Director of Planning & Development Services, (954) 480-4206

Meeting Dates:
1st Thursday, 7:00 p.m. in the City Commission Chambers

Functions and Responsibilities:
To act in an advisory capacity to the Commission on questions relating to zoning and to conduct investigations and hold public hearings when the board deems necessary, on all matters or proposals to change zoning regulations, and report its findings and recommendations on such matters and proposals to the Commission.

To study an existing City plan, with the view to improving same so as to provide for the development, general improvement and probable future growth of the City, and from time to time make recommendations to the Commission for changes in the existing City plan so as to incorporate new developments or for the adoption of a new City plan.

To investigate and approve or disapprove all new plats to be presented to the Commission for approval to perform such other duties as may from time to time be assigned to such Board by the Commission (See City Charter, Section 312).

Name *Regular Members*	**Address**	**Phone**	**Replaces**	**Resolution Number**	**Date Appointed**	**Term Expires**
Thomas Plaut **(Mayor)**	3920 NW 4th Court Deerfield Beach, FL 33442	428-9591 934-6991 (C)	NEW	2017/047	05/02/17	04/30/21
Bridgette Beckford **(District 1)**	309 NE 47th Place Deerfield Beach, FL 33064	242-1899	NEW	2019/053	5/7/2019	04/30/23
Brian Bennett **(District 2)**	650 SW 14th Place Deerfield Beach, FL 33441	274-9621	SELF	2019/041	05/01/19	04/30/23
VACANT **(District 3)**			TOWERS			04/30/21
Michelle Balaun **(District 4)**	2287 Woodlands Way, Deerfield Beach, FL 33442	954-778-1886	BRUM	2020/067	06/16/20	04/30/21

Name *Alternate Members*	**Address**	**Phone**	**Replaces**	**Resolution Number**	**Date Appointed**	**Term Expires**
Gail Davis **(Mayor)**	5380 NE 5th Terrace Deerfield Beach, FL 33064	861-7584	NEW	2019/053	5/7/2019	04/30/21
John Gibilaro **(District 1)**	800 SE 20th Ave., #101 Deerfield Beach, FL 33441	531-1950 516-680-8319 (C)	NEW	2019/053	5/7/2019	04/30/23
Kanthiah Easwara Chandran **(District 2)**	1931 Wildwood Lane N Deerfield Beach, FL 33442	561-247-8596	SELF	2019/069	05/21/19	04/30/23
VACANT **(District 3)**			LOBONO			04/30/21
VACANT **(District 4)**	Deerfield Beach, FL 33442		BRUM			04/30/21

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

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-722

Agenda Date: 12/1/2020

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, extending the State of Local Emergency regarding COVID-19 until January 17, 2021; 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.

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.

On November 3, 2020, Governor DeSantis issued Executive Order 20-276, extending the State of Emergency in the State of Florida due to COVID-19 until January 3, 2020.

Current Activity
The City Commission's most recent extension of the State of Local Emergency is set to expire on December 17, 2020, unless further extended. The Governor has issued an Executive Order extending the State of Emergency in the State of Florida due to COVID-19 through January 3, 2020, which date may be further extended. The enclosed Resolution extends the State of Local Emergency until January 17, 2020. Due to the evolving nature of the COVID-19 emergency, continued CDC recommendations regarding social distancing and large gatherings, and the continued reopening of businesses, establishments and amenities, a further extension of the Local State of Emergency until January 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 JANUARY 17, 2021; 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 November 3, 2020, Governor DeSantis issued Executive Order 20-276, extending the State of Emergency in the State of Florida due to COVID-19 until January 3, 2021; and

WHEREAS, the City Commission has extended the State of Local Emergency until December 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 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 January 17, 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 of this Resolution.

Section 2. Pursuant to Section 30-28 of the City Code, the City Commission hereby extends the State of Local Emergency until January 17, 2021, 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. 2020-724

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

Agenda Date: 12/1/2020

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the amendment to the agreements with Waste Management Inc. of Florida for Recycling Processing Services; authorizing execution of the Amendment; providing for implementation and an effective date.

Recommended Action
Commission to vote on Resolution

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

Background/History
On August 16, 2018, the City and Waste Management Inc. of Florida ("Waste Management") entered into two agreements for recycling services – one for single stream residential curbside recyclables and one for single stream commercial and multifamily recyclables (collectively the "Agreements"). On July 7, 2020, the City Commission approved, and Waste Management agreed, to temporarily suspend deliveries of single stream residential curbside recyclables and single stream multifamily recyclables through October 1, 2020 (the "Suspension"). On August 17, 2020, the City Commission approved, and Waste Management agreed, to extend the Suspension through January 1, 2021.

Current Activity
The City desires to permanently continue the Suspension for the duration of the term of the Agreements. The City will continue to send single stream residential drop-off recyclables and single stream commercial recyclables pursuant to the respective Agreements. The parties desire to amend the Agreements, as provided for in the attached Exhibit "A," to continue the Suspension for the duration of the terms of the Agreements.

This amendment keeps the status quo. In the event a more favorable recycling program becomes available, the Agreements contain a 90-day termination for convenience, which the City may exercise.

Recommendation
Approval is recommended.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AMENDMENT TO THE AGREEMENTS WITH WASTE MANAGEMENT INC. OF FLORIDA FOR RECYCLING PROCESSING SERVICES; AUTHORIZING EXECUTION OF THE AMENDMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on August 16, 2018, the City and Waste Management Inc. of Florida ("Waste Management") entered into two agreements for recycling services – one for single stream residential curbside recyclables and one for single stream commercial and multifamily recyclables (collectively the "Agreements"); and

WHEREAS, on July 7, 2020, the City Commission approved to temporarily suspend deliveries of single stream residential curbside recyclables and single stream multifamily recyclables through October 1, 2020 (the "Suspension"); and

WHEREAS, on August 17, 2020, the City Commission approved to extend the Suspension through January 1, 2021; and

WHEREAS, Waste Management agreed to the Suspension and the extension of the Suspension; and

WHEREAS, the City desires to permanently continue the Suspension; and

WHEREAS, the City will continue to send collected single stream residential drop-off recyclables and single stream commercial recyclables pursuant to the respective Agreements; and

WHEREAS, the parties desire to amend the Agreements, as provided for in the attached Exhibit "A," to continue the Suspension for the duration of the terms of the Agreements (the "Amendment"); and

WHEREAS, staff recommends that the City Commission approve and authorize execution of the Amendment to the Agreements with Waste Management, 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 of this Resolution.

Section 2. The City Commission hereby approves the Amendment to the Agreements with Waste Management, attached as Exhibit "A."

Section 3. The City Manager is hereby authorized to execute the Amendment to the Agreements with Waste Management, attached as Exhibit "A," together with such non-substantial changes as deemed appropriate by the City Manager and approved by the City Attorney.

Section 4. 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

AMENDMENT TO AGREEMENTS BETWEEN THE CITY OF DEERFIELD BEACH AND WASTE MANAGEMENT INC. OF FLORIDA FOR RECYCLING PROCESSING SERVICES

THIS AMENDMENT is made and entered into this_____day of_____, 2020, by and between:

CITY OF DEERFIELD BEACH, FLORIDA
a municipal corporation
150 NE 2nd Avenue
Deerfield Beach, FL 33441
(hereinafter referred to as "CUSTOMER")

and

WASTE MANAGEMENT INC. OF FLORIDA
a Florida corporation
2700 Wiles Road
Pompano Beach, Florida 33073
(hereinafter referred to as "COMPANY")

WHEREAS, CUSTOMER and COMPANY entered into two Agreements for recycling services on August 16, 2018 – one for single stream residential curbside recyclables and one for single stream commercial and multifamily recyclables (collectively, the "Agreements"); and

WHEREAS, the parties have temporarily suspended deliveries of single stream residential curbside recyclables and single stream multifamily recyclables through January 1, 2021; and

WHEREAS, the parties agree that the CUSTOMER shall continue to send single stream residential dropoff recyclables received by the City and single stream commercial recyclables pursuant to the respective Agreements; and

WHEREAS, the CUSTOMER desires to continue the aforesaid arrangement for the duration of the term of the Agreements; and

WHEREAS, COMPANY is willing to accommodate CUSTOMER's request;

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

SECTION 1. The foregoing recitals are true and correct and hereby incorporated herein.

SECTION 2. The parties agree that from the effective date of this Amendment through the term of the Agreements, CUSTOMER's obligation to provide 100% of single stream curbside recyclables and 100% of single stream commercial and multifamily recyclables under the respective Agreements shall be satisfied by CUSTOMER providing 100% of the single stream residential dropoff recyclables received by the CITY and 100% of single stream commercial recyclables. The requirements for the City to deliver 100% of Single stream curbside recyclables and 100% single stream multifamily recyclables are hereby permanently deleted from the respective Agreements.

SECTION 3. The Agreements shall be deemed amended as provided in this Amendment. All other conditions and terms of the original Agreements, not specifically amended herein remain in full force and effect.

IN WITNESS WHEREOF, the CITY OF DEERFIELD BEACH and WASTE MANAGEMENT INC. OF FLORIDA have hereunto set their hands and seals the date written above.

ATTEST:

CITY OF DEERFIELD BEACH, FLORIDA

_____
Samantha Gillyard, City Clerk

_____
Bill Ganz, Mayor

APPROVED AS TO FORM:

_____
Anthony Soroka, City Attorney

WITNESS:

_____

_____
Print Name

_____

_____
Print Name

WASTE MANAGEMENT INC. OF FLORIDA

By:_____
Print Name: _____
Title: President

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____, 2020, by_____(name of person acknowledging),_____(title) of _____(corporation), a _____(state) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

_____
Notary Public, State of _____

_____
Printed, typed or stamped name of Notary Public exactly as commissioned

□ Personally known to me, or
□ Produced identification:

_____
(type of identification produced)

Barbara Herrera
Government Affairs Manager
2700 Wiles Road
Pompano Beach, FL 33073
bherrera@wm.com
M. 954-856-7192

July 21, 2020

Anthony Soroka
City Attorney
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, FL 33441

Re: Recycling Agreements between Waste Management Inc. of Florida (WMIF) & the City of Deerfield Beach

Dear Mr. Soroka;

By way of this letter, WMIF acknowledges the recent decision by the City of Deerfield Beach to temporarily suspend curbside recycling collection. WMIF has since agreed to extending such suspension of curbside recycling collection through January 1, 2021. Being that the City continues to send us commercial material as well as residential material collected at city-wide drop-off locations, recycling processing has not been fully suspended.

In your e-mail dated July 16, 2020, you asked about the applicability of Sec. 2 "Quantity and Quality" specifically the requirement to bring us "100% of single stream, residential curbside recyclables..." However, being that the City has temporarily suspended the collection of curbside recycling and that the City continues to send us 100% of what is actually being collected, Waste Management is of the opinion that there is no need to formally amend our agreements and that this letter would suffice.

Additionally, please be aware that during the collection suspension period, there is no way to accurately audit single stream material. As such, upon the resumption of Deerfield Beach's curbside collection on January 1, 2021, the AMV calculation for material received will be the calculations determined during the six-month period prior to July 1, 2020.

Signature below indicates the City's agreement with our statements herein. Of course, should you have any questions, feel free to contact me at any time.

Sincerely,

Barbara Herrera

Barbara Herrera
Government Affairs Manager

Cc: Chad Grecsek, Director of Sustainable Management, City of Deerfield Beach, FL
Alex Gonzalez, Public Affairs Director, Waste Management Inc. of Florida
Ron Kaplan, Senior Counsel, Waste Management Inc. of Florida
Matt Orr, Director of Recycling Operations, Waste Management Inc. of Florida

City of Deerfield Beach, FL

Signature: _____ Date: 9/17/20

Printed Name: David Santucci

Title: City Manager

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-705

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

Agenda Date: 12/1/2020

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Motion concerning letter of support regarding the Tallman Pines Project.

Recommended Action
Motion on decision of Commission

Background/History
The property owner for 3851 N Dixie Highway, Deerfield Beach, FL 33064 has requested that the Mayor sign the attached letter. The property owner requested the letter to submit with an application to HUD for the disposition of the 1.06 acres of land for multi-family affordable housing units. Staff has reviewed the letter for accuracy and finds no reason to deny the request.

Current Activity
Dear Ms. Hornstein:

I am writing in my capacity as the Mayor of Deerfield Beach, Florida in support of the project presented by the Broward County Housing Authority ("BCHA") for which they are submitting an application for the disposition of the Property consisting of 1.06 acres of Housing Authority-owned land (the "Disposition Application"). The land is currently completely vacant of all buildings.

It is our understanding that the purpose of Disposition Application is to transfer ownership of the Property to the non-profit entity, Tallman Pines HR, Ltd., which will develop at least 50 new units of affordable housing for the residents of Broward County (the "Project"). The Project will include site control via a long-term ground lease, and long-term affordability restrictions. BCHA will use the proceeds generated from the ground lease to create and support affordable housing within Broward County.

Deerfield Beach and the BCHA have been working collaboratively to design an affordable housing project to meet high quality standards of living for low-income residents in Broward County. On December 1, 2020, the City Commission unanimously approved a motion to express the City's support of the Project and Disposition Application. As such, I and the City Commission fully support the Disposition Application under Section 18 of the Housing Act of 1937, which is required to proceed with the Project.

Date:

Jane B. Hornstein, Director Special Applications Center
U.S. Department of Housing and Urban Development
77 West Jackson Boulevard, Room 2401
Chicago, IL 60604-3507

RE: Disposition Application for BCHA Owned Property located at 3851 N Dixie Highway, Deerfield Beach, FL 33064 (the "Property")

Dear Ms. Hornstein:

I am writing in my capacity as the Mayor of Deerfield Beach, Florida in support of the project presented by the Broward County Housing Authority ("BCHA") for which they are submitting an application for the disposition of the Property consisting of 1.06 acres of Housing Authority-owned land (the "Disposition Application"). The land is currently completely vacant of all buildings.

It is our understanding that the purpose of Disposition Application is to transfer ownership of the Property to the non-profit entity, Tallman Pines HR, Ltd., which will develop at least 50 new units of affordable housing for the residents of Broward County (the "Project"). The Project will include site control via a long-term ground lease, and long-term affordability restrictions. BCHA will use the proceeds generated from the ground lease to create and support affordable housing within Broward County.

Deerfield Beach and the BCHA have been working collaboratively to design an affordable housing project to meet high quality standards of living for low-income residents in Broward County. On December 1, 2020, the City Commission unanimously approved a motion to express the City's support of the Project and Disposition Application. As such, I and the City Commission fully support the Disposition Application under Section 18 of the Housing Act of 1937, which is required to proceed with the Project.

Thank you for your consideration and should you need further information I may be reached at XXXXXXXXXX

Sincerely,

William Ganz
Mayor of Deerfield Beach,

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-691

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

Agenda Date: 12/1/2020

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with Broward County for Fiscal Year 2020-2021 Disbursement of HOME Program Funds for the Homebuyer Purchase Assistance Program in the amount of $99,858; providing for execution; 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
In 2002, the City of Deerfield Beach received approval to participate in Broward County's HOME Consortium by City Resolution No. 2002/095. The HOME Consortium is comprised of Broward County and the municipalities of Coconut Creek, Coral Springs, Davie, Deerfield Beach, Lauderhill, Margate, Miramar, Pembroke Pines, Plantation, Sunrise, and Tamarac. It is important to note the City is not eligible to receive HOME funds on its own. By partnering with other cities that are also ineligible for individual funding and forming a Consortium, both the City and County can take advantage of an estimated $2.4M in annual funding not otherwise available.

Current Activity

HOME funds will be used for the City Purchase Assistance Program in addition to Community Development Block Grant ("CDBG") funds. The HOME funding for FY 2020-2021 of $99,858 for Purchase Assistance will assist a minimum of two (2) applicants receiving up to $50,000.

Recommendation
Staff recommends that City Commission approve the FY 2020-2021 HOME Interlocal Agreement. This approval will allow eligible residents to receive funding for purchase assistance with HOME funding.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR FISCAL YEAR 2020-2021 DISBURSEMENT OF HOME PROGRAM FUNDS FOR THE HOMEBUYER PURCHASE ASSISTANCE PROGRAM IN THE AMOUNT OF $99,858; PROVIDING FOR EXECUTION; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, pursuant to 24 C.F.R. Part 92.101, the City of Deerfield Beach (the "City") and Broward County (the "County") entered into a standard form HOME Consortium Cooperation Agreement, pursuant to which the City and County became members of the Broward County HOME Investment Partnership Program Consortium (the "HOME Consortium"); and

WHEREAS, the County, in its representative capacity to the U.S. Department of Housing and Urban Development ("HUD") for all members of the HOME Consortium, is the recipient of HOME funds from HUD; and

WHEREAS, the City and County desire to enter into the interlocal agreement, attached as Exhibit "A," for the disbursement of FY 2020-2021 HOME program funds to the City for the homebuyer purchase assistance program in the amount of $99,858 (the "Interlocal Agreement").

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

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

Section 2. The City Commission hereby approves the Interlocal Agreement with the County, attached as Exhibit "A," for the disbursement of FY 2020-2021 HOME program funds to the City for the homebuyer purchase assistance program in the amount of $99,858.

Section 3. The Mayor and City Manager are authorized to execute the Interlocal Agreement, attached as Exhibit "A," together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. 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

_____
BILL GANZ, MAYOR

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR HOMEBUYER/PURCHASE ASSISTANCE PROGRAM FOR FISCAL YEAR 2020 – 2021

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Deerfield Beach, a municipal corporation of the State of Florida ("City") (collectively referred to as the "Parties").

RECITALS

A. Pursuant to 24 C.F.R. Part 92.101, the Parties entered into a standard form HOME Consortium Cooperation Agreement, incorporated herein by reference, pursuant to which the Parties joined the Broward County HOME Investment Partnerships Program Consortium ("HOME Consortium"), and County was designated the HOME Consortium's representative member or lead entity to carry out the objectives of the HOME Program (as herein defined) on behalf of all of the HOME Consortium's members.

B. County, as the representative member or lead entity for the HOME Consortium is the recipient of HOME Program funding from the United States Department of Housing and Urban Development ("HUD") for all members of the HOME Consortium, pursuant to the HOME Investment Partnerships Act ("HOME Act") at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, with implementing rules and regulations set forth in 24 C.F.R. Part 92, and County desires to allocate a portion of the HOME Program funding to City.

C. Pursuant to 24 C.F.R. Part 92.105, County has been designated by HUD as a participating jurisdiction and receives its HOME funding allocation pursuant to the County's consolidated plan, submitted to HUD in accordance with 24 C.F.R. Part 91.

D. The Project (as defined herein) was included in County's consolidated plan.

E. On _____ (Agenda Item No. ___), the Broward County Board of County Commissioners authorized HOME funding to City in the amount of $99,858 to fund the Project in City, under the terms more specifically described herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Board** means the Board of County Commissioners of Broward County, Florida.

1.2 **Commitment** means "Commitment" as defined under 24 C.F.R. Part 92.2.

1.3 **Contract Administrator** means the Director of the Housing Finance and Community Redevelopment Division, or such other person designated by same in writing.

1.4 **County Administrator** means the administrative head of County appointed by the Board.

1.5 **County Attorney** means the chief legal counsel for County appointed by the Board.

1.6 **HOME Funds** means the HOME Program (as defined herein) funds provided to City under this Agreement, as set forth in Exhibit B to this Agreement.

1.7 **HOME Program** means the HOME Investments Partnerships Program established pursuant to Title II of the Cranston National Affordable Housing Act (42 U.S.C 1271 et seq.), with implementing rules and regulations set forth in 24 C.F.R. Part 92.

1.8 **Income Eligible Household** means a “low-income” or “very low-income” family, each as defined in 24 C.F.R. Part 92.2.

1.9 **Project** means the project provided and implemented by City, as described in Exhibit A to this Agreement.

1.10 **Project Completion** means when the Project meets certain conditions set by County for close-out, including but not limited to: construction completion (if applicable), title transfer (if applicable), property standards met, funds disbursed and final draw-down, completion information entered into HUD’s Integrated Disbursement and Information System (IDIS), including beneficiary information for purchase assistance projects, and completion of all required reports and documentation required by County.

1.11 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 92, “HOME Investment Partnerships Program,” 24 C.F.R. Part 91, “Consolidated Submissions for Community Planning and Development Programs,” the applicable provisions under 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” Fair Housing Act, 42 U.S.C. 3601 et seq., Section 301 of the Housing and Urban-Rural recovery Act of 1983; Pub. Law No. 98-181, 97 Stat. 1155, CPD Notice 92-18, Procedures for the Cash and Management Information (CMI) System for the HOME Program, and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the HOME Program, as amended from time to time, and which are incorporated herein by reference.

1.12 **Subcontractor** means an entity or individual providing services to City for all or any portion of the Project. The term “Subcontractor” shall include all subconsultants.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A **Project Description**
Exhibit B **Budget**
Exhibit C **Project Timeline**
Exhibit D **Quarterly Progress Report**
Exhibit E **Request for Payment**
Exhibit F **Form of Mortgage and Note**
Exhibit G **Affirmative Marketing Policy**
Exhibit H **Homebuyer Agreement**

ARTICLE 3. PROJECT

3.1 City shall provide and implement a Homebuyer/Purchase Assistance Program for Income-Eligible Households in City as outlined in Exhibit A attached hereto.

3.2 City must comply with the Project Timeline set forth in Exhibit C. If City fails to meet any of the deadlines set forth in Exhibit C by sixty (60) days or more, County may terminate this Agreement in accordance with Article 11 of this Agreement. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

3.3 Monitoring and Reporting. County will carry out periodic monitoring and evaluation activities as determined necessary in County's discretion, and as required by applicable law. County has the right to conduct a full review of the Project at any time. County's evaluation of the Project will include, but not be limited to, compliance with the terms of this Agreement, and comparisons of planned versus actual progress relating to the Project's scheduling, budget, in-kind contributions, and output measures.

3.3.1 Upon County's request, City shall promptly furnish to County such records and information requested by County related to the Project.

3.3.2 City shall meet with County at reasonable times and with reasonable notice to discuss the Project.

3.3.3 City shall provide County with quarterly progress reports in substantially the form provided in Exhibit D, attached hereto or such other form as may be provided to City by County, in County's discretion ("Quarterly Progress Reports"). The Quarterly Progress Reports must be submitted to County no later than the tenth (10^{th}) calendar day following the end of the preceding quarter, provided that, if such date is a Saturday, Sunday, or holiday, the Quarterly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or holiday. For purposes of the Quarterly Progress Reports, the quarters shall be as follows: First quarter - October 1 through December 31; Second quarter - January

1 through March 31; Third quarter - April 1 through June 30; Fourth quarter – July 1 through September 30.

3.3.4 In addition to the Quarterly Progress Reports, City shall submit on a quarterly basis, and at other times upon the request of the Contract Administrator, information and status reports required by County or HUD on forms approved by the Contract Administrator.

3.3.5 The Parties shall cooperate in the preparation of any and all reports required under this Agreement. City shall furnish to County any information County requests for preparation of reports required under 2 C.F.R. Part 200, 24 C.F.R. Part 92, and the Rules and Regulations of HUD, including but not limited to, the consolidated plan, annual action plan, and the annual performance report. Any changes to the Project as described in the consolidated plan, and/or the annual action plan must be approved by County prior to implementation.

3.4 If the work, services, or activities for the Project fail to comply with the terms of this Agreement, or if, in County's judgment, City, or any Subcontractor, has violated federal guidelines or regulations, or the terms of this Agreement, County may issue a written stop order to City pursuant to which City must halt all work, services, or activities for the Project.

3.5 City shall ensure that the recapture and affordability restrictions set forth in 24 C.F.R. Part 92.254 are enforced by requiring that each person provided HOME Funds under this Agreement shall execute a mortgage and a promissory note in favor of County in the forms attached hereto as Exhibit F. City shall ensure that the amount of HOME Funds and the affordability period set forth in the mortgage and promissory note are consistent with the requirements of 24 C.F.R. Part 92.254 and Exhibit A hereto. The executed mortgage and promissory note shall be properly recorded by City and must be furnished to County within ten (10) days after recordation. City shall cooperate with County to modify and re-record any mortgages and notes to the extent modification is required for compliance with the Project terms submitted to HUD or this Agreement.

3.6 HOME Funds shall be provided by City only to Income Eligible Households.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

4.1 The maximum amount payable of HOME Funds to City under this Agreement shall be Ninety-Nine Thousand Eight Hundred Fifty-Eight Dollars ($99,858). This Agreement is subject to the availability of HOME Funds, as more specifically described in Articles 4 and 11. No County funds shall be payable under this Agreement. The HOME Funds payable under this Agreement are HOME Funds allocated by County to City in accordance with 24 C.F.R. Part 92 and are not designated as a fifteen percent (15%) Community Housing Development Organization set-aside.

4.2 If City is in compliance with the applicable Rules and Regulations of HUD and the terms of this Agreement, including the procedures for invoices and payments set forth in this article, County shall reimburse City for eligible Project expenses expended as set forth in Exhibit B, unless a suspension of payment as provided for in Section 4.9 of this Agreement has occurred. At no time shall County distribute HOME Funds to City if City is not in compliance with the terms of this Agreement or for any Project expenses sought to be reimbursed by City that are not eligible for reimbursement under the Rules and Regulations of HUD. If HUD reduces the HOME funding allocation to the HOME Consortium, County shall reduce City's allocation proportionately.

4.3 City may not request disbursement of HOME Funds under this Agreement until the funds are needed for payment of eligible costs under 24 C.F.R. Part 92.206. City shall invoice County monthly, in an amount limited to the amount needed, if eligible Project expenditures, in accordance with Exhibit B and 24 C.F.R. Part 92.206, have been made, by furnishing to County a request for payment in the form provided in Exhibit E, together with the following supporting documentation:

4.3.1 Documentation of costs associated with any City personnel providing any services for the Project, if applicable;

4.3.2 An executed copy of each Subcontractor contract authorizing work, services, activities, or purchase of materials for the Project, if applicable and not previously submitted to County;

4.3.4 A certified copy of the purchase order or other City document authorizing the work, services, activities, or materials for which City is invoicing;

4.3.5 A copy of all Subcontractor invoices for the Project indicating the work, services, or activities rendered or materials purchased and the dates for same, certified by City's engineer, architect, or administrator or manager of the Project, as applicable;

4.3.6 A certification from City's administrator or the administrator's authorized representative certifying that the work, services, or activities, or materials being invoiced have been received or completed; and

4.3.7 Upon submittal of the final invoice for reimbursement of eligible Project expenditures made during the term of this Agreement, a final and complete Quarterly Progress Report, utilizing the form provided in Exhibit D or such other form as may be provided to City by County, in County's discretion.

4.4 Following receipt of invoices and supporting documentation, as described in Section 4.3, County shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. County may, in its discretion, deny a reimbursement payment to

City if City fails to provide any of the documentation required by Section 4.3 above. Upon determination by County that the items invoiced have been received or completed, County shall make payment to City the amount County determines to be payable. Payment for travel costs or travel-related expenses permitted under Exhibit B to this Agreement, if any, shall be made in accordance with Section 112.061, Florida Statutes.

4.5 City shall disclose to County any and all third-party funding, whether public or private, for the Project. No HOME Funds shall be used to supplant existing third-party funding.

4.6 City shall not be entitled to reimbursement for any invoices received by County later than sixty (60) days after the expiration or earlier termination of this Agreement.

4.7 County shall pay City within thirty (30) calendar days after receipt of City's Request for Payment for reimbursement of eligible Project expenses in accordance with County's Prompt Payment Ordinance, Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement, including the requirements of Section 4.3. Payment may be withheld for failure of City to comply with any term, condition, or requirement of this Agreement or the Rules and Regulations of HUD.

4.8 City shall expend the HOME Funds allocated to the Project by the end of the term of this Agreement. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of County. City shall ensure there is an expenditure of HOME Funds within twelve (12) months of the execution of this Agreement by the Parties, and thereafter, every ninety (90) days, to the greatest extent possible.

4.9 County may suspend payment under this Agreement for any of the following events:

4.9.1 Ineligible use of HOME Funds under this Agreement or the Rules and Regulations of HUD;

4.9.2 Failure to comply with the terms of this Agreement;

4.9.3 Failure to submit reports as required, including Quarterly Progress Reports, including beneficiary data, and a favorable audit report;

4.9.4 Submission of incorrect or incomplete reports in any material respect; and

4.9.5 Failure to comply with the indemnification obligations under this Agreement.

In the event County elects to suspend payment to City pursuant to this section, County shall specify the actions that must be taken by City as a condition precedent to resumption of payments, and specify a reasonable date by which City must take such actions.

4.10 HOME Funds that are not expended during the term of this Agreement and that are not provided to or reimbursed to City under this Agreement may be reallocated by County to other HOME Program projects approved for funding by the Board.

4.11 Any HOME Funds paid to City in excess of the amount to which City is finally determined to be entitled to under this Agreement shall be repaid to County within a reasonable period after demand, and if not paid, County may make an administrative offset against other requests by City for reimbursements.

4.12 City shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, with no markup. All Subcontractor fees shall be billed in the actual amount paid by City.

4.13 Notwithstanding any provision in this Agreement to the contrary, County shall not be required to reimburse City any HOME Funds under this Agreement if County is not able to obtain such funding from HUD for the payment of these costs, and County may withhold, in whole or in part, payment to City to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or due to City's failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.

4.14 Notwithstanding any provision in this Agreement to the contrary, in the event County is required to repay HUD any HOME Program funding received from HUD for the Project, pursuant to any repayment requirements set forth in 24 C.F.R. Part 92, or any other applicable Rules and Regulations of HUD, City must repay County such HOME Funds in accordance with the repayment provisions set forth in Section 9.5 of this Agreement.

ARTICLE 5. INDEMNIFICATION

5.1 To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify, hold harmless, and defend County and all of County's 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 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, City shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due City under this Agreement

may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

5.2 For construction-related activities. To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of City and persons employed or utilized by City in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due City under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. These indemnifications shall survive the term of this Agreement.

ARTICLE 6. INSURANCE

6.1 City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

6.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

6.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and noncontributory basis. County's insurance requirements shall apply to City's self-insurance.

6.4 In the event City contracts with a Subcontractor to provide any of the services for the Project, City shall require that each Subcontractor procure and maintain insurance coverage that adequately covers each Subcontractor's exposure based on the services provided by that Subcontractor. City must ensure that all such Subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any Subcontractor to provide services for the Project until the insurance requirements of the Subcontractor under this section are met. If requested by County, City shall furnish evidence of insurance of all such Subcontractors.

6.5 County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement**.**

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 City certifies, to the best of its knowledge, that:

7.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of City, 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.

7.1.2 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 Agreement, City shall complete and submit to County Standard Form - LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 C.F.R. Part 87, in accordance with its instructions.

7.1.3 The language of this section shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subgrantees shall be required to certify and disclose accordingly.

7.2 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144) and Section 906 of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, City represents and warranties that it has adopted and is enforcing policies within its jurisdiction that:

7.2.1 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and

7.2.2 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a nonviolent civil rights demonstration is being conducted.

7.3 Representation of Authority. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither

the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party, or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

7.4 Breach of Representations. In entering into this Agreement, City acknowledges that County is materially relying on the representations and warranties of City stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to City, to deduct from HOME Funds due to City under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all HOME Funds paid to City under this Agreement.

ARTICLE 8. GENERAL COMPLIANCE OBLIGATIONS

8.1 City shall comply with all applicable federal, state, and county laws, ordinances, codes, and regulations relating to the use of HOME Funds, including but not limited to the Rules and Regulations of HUD and requirements that may be imposed by the HOME Consortium. Any conflict or inconsistency between any federal, state, or county regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

8.2 City shall comply with 2 C.F.R. 92.356 regarding conflicts of interest and shall establish safeguards to prohibit its 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 association. Any possible conflict of interest on the part of City, its officers, employees, or agents shall be disclosed in writing to County.

8.3 City shall use its own procurement procedures for the procurements of property and services. City's procurement procedure shall comply with applicable federal, state, and local laws and regulations, including but not limited to, the procurement standards set forth in 2 C.F.R. Part 200, Subpart D, including but not limited to 2 C.F.R. Part 200.321. All contracts with Subcontractors for the Project shall contain any and all applicable required contract provisions set forth in 2 C.F.R. Appendix II to Part 200.

8.4 City shall comply with the requirements set forth in County's "Policies and Procedures Manual," as may be amended from time to time, and incorporated herein by reference. County will provide City with a copy of the manual and any amendments thereto.

8.5 City shall not use HOME Funds to support or engage in any explicitly religious activities, including but not limited to activities that involve overt religious content such as

worship, religious instruction, or proselytization, in compliance with 24 C.F.R. Part 92.257 and 24 C.F.R. Part 5.109.

8.6 City shall not take actions designed to discourage affordable housing for sale or rent within the boundaries of County.

8.7 City shall comply with the requirements set forth in 24 C.F.R. Part 92, Subpart H, Other Program Requirements, and 24 C.F.R. Part 5, as applicable to the Project including but not limited to the following:

8.7.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 C.F.R. Part 1, which prohibit discrimination of persons on the basis of race, color, or national origin, including but not limited to exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which City receives federal financial assistance.

8.7.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), and implementing regulations at 24 C.F.R. Part 100 et seq., which prohibit discrimination of persons on the basis of race, color, religion, sex, and national origin in housing practices, and which require that no action be taken that is materially inconsistent with the obligation to affirmatively further fair housing.

8.7.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. Part 107.

8.7.4 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations at 24 C.F.R. Part 146, which prohibit discrimination of persons on the basis of age under any program or activity for which City receives federal financial assistance.

8.7.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 C.F.R. Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which City receives financial federal assistance.

8.7.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), and the implementing regulations set forth in 24 C.F.R. Part 40, which require certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.

8.7.7 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability in services, programs, and activities provided by state and local government entities.

8.7.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 135, as applicable), which provides for training, employment, contracting, and other economic opportunities for low- and very low-income persons.

8.7.9 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations and restrictions on lobbying set forth in 24 C.F.R. Part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).

8.7.10 The prohibitions set forth in 2 C.F.R. Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.

8.7.11 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 C.F.R. Part 2429.

8.7.12 The provisions relating to labor set forth in 24 C.F.R. Part 92.354 and the Davis-Bacon Act (40 U.S.C. 3141), which relates to all laborers and mechanics employed in the development of any part of the housing, and requires contracts to be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701).

8.7.13 The Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and the implementing regulations set forth in 24 C.F.R. Part 35, if applicable.

Notwithstanding the above, in compliance with 24 C.F.R. Part 92.504(c)(2)(vi), City does not assume County's environmental responsibilities described in 24 C.F.R. Part 92.352 and the intergovernmental review process in 24 C.F.R. Part 92.357.

8.8 City shall comply with the application requirements under 24 C.F.R. Part 5, Subpart L, in order to afford persons assisted with HOME Funds the protections required under the Violence Against Women Reauthorization Act of 2013 ("VAWA") (Public Law 113-4, originally codified in part at 42 U.S.C. Sections 13701 through 14040), which provides, in part, the following: notification of occupancy rights to applicants for housing and tenants, in accordance with 24 C.F.R. Part 5.2005(a); construction of lease terms and terms of assistance to avoid unwarranted determinations that a lease has been violated or needs to be terminated, in accordance with 24 C.F.R. Part 5.2005(c); and adoption of an Emergency Transfer Plan to enable appropriate tenant transfers to other units without

undue procedural constraints, in accordance with 24 C.F.R. Part 5.2005(e), and 24 C.F.R. Part 92, Subpart H, 92.359, as applicable.

8.9 City shall comply with the recordkeeping and reporting requirements under this Agreement, 24 C.F.R. Part 92 (including 24 C.F.R. Part 92.520(e) and 24 C.F.R. Part 92.508), 2 C.F.R. Part 200, and 24 C.F.R. Part 5.168, as applicable, to enable County to comply with its recordkeeping and reporting requirements set forth in 24 C.F.R. Part 92.508 and 2 C.F.R. Part 200.

8.10 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, City shall provide County, HUD, and the Comptroller General of the United States, through any of their duly authorized representatives, access to any books, documents, papers, and records of City, or Subcontractors, which are directly pertinent to this Agreement for the purpose of making audits, examination, excerpts, and transcriptions. The rights of access granted under this section shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.

8.11 If applicable, City shall comply, and ensure that all Subcontractors comply, with the Section 3 clause requirements that follow, including the requirement to include the following language set forth in 24 C.F.R. Part 135.38 verbatim, in accordance with the provisions under 24 C.F.R. Part 135. References in the language below to "contract" shall mean this Agreement or any subcontract entered into pursuant to this Agreement, and references to "contractor" shall mean City or its subcontractors:

8.11.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

8.11.2 The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

8.11.3 The contractor agrees to send to each labor organization or representative of workers with which contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment

positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

8.11.4 The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any Subcontractor where the contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

8.11.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

8.11.6 Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

8.11.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8.12 In accordance with 24 C.F.R. Part 92.214(b), City shall not charge any servicing, origination, or other fees for the costs of administering the Project, except as permitted under 24 C.F.R. 92.214(b)(1).

8.13 Regardless of the HOME allocation year, in accordance with 24 C.F.R. Part 92.504(c)(5), City must enter into a written agreement with each homebuyer, in substantially the form set forth in Exhibit H to this Agreement, that conforms with the requirements of 24 C.F.R. Part 92.254(a), the value of the property, principal residence,

lease-purchase, if applicable, and the recapture provisions. The agreement must specify the amount of HOME Funds, the form of assistance, the use of funds, and the time by which the housing must be acquired.

ARTICLE 9 - FINANCIAL RESPONSIBILITY

9.1 City shall comply with the requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" and 24 C.F.R. Part 92.505. In accordance with 2 C.F.R. Part 200.101(b)(3), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, in the event any of the provisions of federal statutes or regulations relating specifically to the HOME Program differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the HOME Program shall govern.

9.2 City shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and Chapter 10.550, Rules of the Auditor General, State of Florida, as applicable. The audit required under 2 C.F.R. Part 200 must be filed with County within one hundred twenty (120) days after the close of the fiscal year of City. All HOME Funds provided by County should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

9.3 City shall use HOME Funds provided under this Agreement only for eligible Project activities as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B.

9.4 City shall budget and expend all HOME Funds provided by County under this Agreement in accordance with County's "Procedures Manual for Subrecipients."

9.5 In addition to County's right to terminate this Agreement in accordance with Article 11, City shall be required to repay to County, in County's sole discretion, any HOME Funds determined by County or HUD to be ineligible for reimbursement under the terms of this Agreement, including but not limited to in the following events:

9.5.1 Use of any HOME Funds for ineligible Project expenses or activities, including any overpayments by County.

9.5.2 Any HOME Funds expended by City, or any of its Subcontractors, in violation of this Agreement.

9.5.3 Any HOME Funds expended under this Agreement and required to be repaid to HUD.

In the event City is required to repay County any HOME Funds pursuant to this section, City shall repay such funds from nonfederal resources within thirty (30) days after the notice provided by County, and if not paid, County may, in its sole discretion, elect to withhold payment on any subsequent request for payment by City, or reduce City's obligation to repay County by making an administrative offset against any request for payment. County, in its sole discretion, may reallocate any funds City repays to County pursuant to the terms of this Agreement to other eligible HOME Program projects. This provision shall survive the expiration or earlier termination of this Agreement.

9.6 City shall account for Program Income, repayments, or recaptured funds, as described 24 C.F.R. Part 92.503 (collectively referred to "Program Income" for purposes of this Agreement), in accordance with the provisions of 24 C.F.R. Part 92.503. City shall report Program Income to County in the City's Quarterly Progress Reports. Any Program Income received by City after the Effective Date (as defined in Article 10) that was generated under this Agreement or any prior fiscal year HOME Program funding agreement with County shall be returned to County in accordance with 24 C.F.R. Part 92.503, relating to Program Income under the HOME Program. Unless otherwise provided in any Rules and Regulations of HUD, County may reallocate the Program Income to City's HOME funding award in County's next HOME Program funding cycle, subject to the retention of a ten percent (10%) administrative fee payable to County.

9.7 Reversion of Assets. Upon the expiration or earlier termination of this Agreement, City shall transfer to County any HOME Funds or Program Income on hand and any accounts receivable attributable to the use of HOME Funds under this Agreement.

9.8 Withdrawal from the HOME Consortium.

9.8.1 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, and receive HOME funding to operate its own HOME Program, County shall transfer to City any Program Income in County's possession and attributable to City's HOME funding allocation, on the effective date of City's withdrawal from the HOME Consortium. Upon such transfer of the HOME funding to City, City shall assume all obligations and responsibilities attributable to such HOME funding.

9.8.2 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is not designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in City's possession and attributable to City's HOME funding allocation during the period of time City was a HOME Consortium member. County shall retain all obligations and responsibilities attributable to such HOME funding.

9.8.3 If City elects to withdraw from the HOME Consortium, and if the applicable three (3) year consortia qualification period overlaps with the term of this Agreement, City must provide County with notice of termination of this Agreement for convenience as provided in Article 11, and City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in its possession that is attributable City's HOME funding allocation during the period of time City was a member of the HOME Consortium.

9.9 City shall comply with 24 C.F.R. Part 92.351, relating to affirmative marketing and minority outreach programs. City shall comply with the Affirmative Marketing Policy set forth in Exhibit G, relating to marketing of the Project to Income Eligible Households.

ARTICLE 10. TERM OF AGREEMENT

The term of this Agreement shall commence retroactively on October 1, 2020 ("Effective Date"), and shall end on September 30, 2022, unless terminated earlier or extended pursuant to the terms of this Agreement. City must ensure Project Completion prior to expiration of this Agreement. City must ensure Commitment of HOME Funds by no later than September 30, 2022. City shall expend the HOME Funds allocated to the Project within the term of this Agreement. City may submit a written request for an extension to the term of this Agreement to the Contract Administrator no less than one hundred and twenty (120) days prior to the expiration date of this Agreement. If the Contract Administrator approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.17.

ARTICLE 11. TERMINATION

11.1 This Agreement is subject to the availability of HOME Program funding from HUD. In the event that HUD terminates, suspends, discontinues, or substantially reduces the HOME Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon City's receipt from County of no less than twenty-four (24) hours' notice.

11.2 Termination for Cause.

11.2.1 In accordance with 2 C.F.R. Part 200.338, this Agreement may be terminated for cause by County, at the discretion of and through the County Administrator, if City fails to comply with any terms under this Agreement and has not corrected the breach within five (5) days after receipt of written notice from County identifying the breach. Any notice of termination provided by County pursuant to this section shall also provide City with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. City may file an appeal within five (5) days after receipt of County's notice of termination.

11.2.2 Termination for cause by County may include but is not limited to: (i) City's failure to meet any of the project deadlines set forth in Exhibit C, within sixty (60) days after the applicable deadline; (ii) City's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices; (iii) City's failure to comply with applicable federal, state, or local law or regulations, including the Rules and Regulations of HUD; (iv) City's failure to repay County as provided for in Section 9.5; (v) City's failure to comply with the monitoring and reporting requirements of this Agreement, including the requirements of Section 3.3; (vi) City's material breach of the representations and warranties set forth in Article 7; or (vii) City's contracting with a Subcontractor who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 C.F.R. Part 2424. This Agreement may also be terminated for cause by County if a Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if a Subcontractor is placed on a "discriminatory vendor list" pursuant to Section 287.135, Florida Statutes, or upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes.

11.2.3 In the event this Agreement is terminated by County for cause, City shall repay to County any HOME Funds determined by County to be due in accordance with Section 9.5. County may, in its sole discretion, reduce City's obligation to repay County by making an administrative offset against any requests by City for payment up to the effective date of termination as provided in Section 11.4.

If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

11.3 Termination for Convenience. This Agreement may be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.4 In the event this Agreement is terminated for any reason, County may, in County's sole discretion, reimburse City upon receipt of a Request for Payment, utilizing the form provided in Exhibit E, for documented and committed eligible Project expenses, in accordance with the terms of this Agreement and Exhibit B, incurred by City prior to the date either party provides written notice of termination to the other party. For purposes of this Agreement, a documented and committed eligible Project expense means any verifiable committed expense, including but not limited to a purchase order for payment of materials and supplies, executed by City or Subcontractor on City's behalf, for Project activities under this Agreement. Notwithstanding the above, City shall not expend, or

commit to expend, any funds for eligible Project expenses under this Agreement after either party provides written notice of termination to the other party. Any payment by County pursuant to this section is subject to the repayment provisions in Section 9.5, and County shall not be required to reimburse City for any or all of the HOME Funds requested by City where County has determined that City failed to complete the Project in a manner complying with this Agreement or the Rules and Regulations of HUD.

11.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

11.6 In the event this Agreement is terminated for any reason, any amounts due City shall be withheld by County until all documents are provided to County pursuant to Section 12.1.

11.7 If City elects to terminate this Agreement, or withdraw from the HOME Consortium in accordance with the provisions set forth in 24 C.F.R. Part 92, Subpart C, City shall not be entitled to receive any unused portion of the HOME Funds.

ARTICLE 12 - MISCELLANEOUS

12.1 Rights in Documents and Works. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, City grants to County and the Federal Government a nonexclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by City, whether finished or unfinished, shall become the property of County, including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by City to the Contract Administrator within seven (7) days after termination of this Agreement by either party. Any compensation due to City shall be withheld until all documents are received as provided herein. City shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

12.2 Equal Employment Opportunity. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.3 Public Records. City shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

12.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City and its Subcontractors that are related to this Agreement. City and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All such books, records, and accounts of City and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and, upon request to do so, City or its Subcontractors shall make same available in written form at no cost to County.

City and its Subcontractors shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum of four (4) years after Project Completion, or until resolution of any audit findings, whichever is longer. In addition, City must comply with the records retention requirements set forth in 24 C.F.R. Part 92.508. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by City in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

City shall ensure that the requirements of this section are included in all agreements with its Subcontractors performing services for the Project.

12.5 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either County or City nor shall anything included herein be construed as consent by either County or City to be sued by third parties in any matter arising out of this Agreement. Both County and City are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

12.6 Independent Contractor. City is an independent contractor under this Agreement and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither City nor its

agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.7 Third Party Beneficiaries. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.8 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via 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. All documentation or payments required to be provided under this Agreement shall also be made at the address provided in this section.

For County:

Ralph Stone, Director
Broward County Housing Finance and
Community Redevelopment Division
110 N.E. 3rd Street - Third Floor
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

For City:

David Santucci, City Manager
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441
Email address:
dsantucci@deerfield-beach.com
Telephone: 954-480-4201

With a copy to:

Bill Ganz, Mayor
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441
Email address:
web.commission@deerfield-beach.com
Telephone: 954-816-1936

12.9 Assignment. Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. If City violates this provision, County shall have the right to immediately terminate this Agreement.

12.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving party.

12.11 Compliance with Laws. City and the Project, including any work, activities, or services provided by Subcontractors, shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including the Rules and Regulations of HUD, and any related federal, state, or local laws, rules, and regulations.

12.12 Severability. 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.

12.13 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

12.14 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

12.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the HOME Funds, or the Project, the more stringent state or federal provision shall prevail.

12.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for

Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.17 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and City. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 92. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile City's expenditures of HOME Funds, provided such changes do not result in an increase in the total amount of the HOME Funds. The written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

12.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

12.19 Payable Interest.

12.19.1 Payment of Interest. County shall not be liable to pay any interest to City for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof City waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

12.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.20 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by City to indemnify and insure, any representations and warranties of City,

and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

12.21 Further Assurance. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.22 Remedies. In the event of termination for cause, County may pursue any remedies available to it at law or in equity, including, without limitation, damages, specific performance, and criminal remedies.

12.23 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.24 Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

12.25 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

12.26 Use of County Logo. City shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: BROWARD COUNTY, through the County Administrator, authorized to execute same by action of the Board on the ___ day of _____, 20__ (Agenda Item No. __), and CITY OF DEERFIELD BEACH, signing by and through its Mayor or Vice-Mayor duly authorized to execute same.

COUNTY

WITNESSES:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

BROWARD COUNTY, by and through its County Administrator

By:_____
Bertha Henry

____ day of _____, 20___

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By:_____
Christina A. Blythe (Date)
Assistant County Attorney

By:_____
Annika E. Ashton (Date)
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR HOMEBUYER/PURCHASE ASSISTANCE PROGRAM FOR FISCAL YEAR 2020 – 2021

CITY

ATTEST:

By: _____
City Clerk (SEAL)

CITY OF DEERFIELD BEACH,
a Florida municipal corporation

By: _____
Mayor

____ day of _____, 20___

By: _____
City Manager

____ day of _____, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

By: _____
City Attorney

EXHIBIT A

PROJECT DESCRIPTION

Fiscal Year: FY 2020-2021

Project Description: City of Deerfield Beach
Homebuyer/Purchase Assistance Program

HOME Funds Allocation: $99,858

Program Income: $0

Total Allocation: $99,858

Project Description:

HOME Funds in the amount of Ninety-Nine Thousand Eight Hundred Fifty-Eight Dollars ($99,858) provided under the Agreement shall be used for homebuyer/purchase assistance activities. A minimum of one (1) income eligible household shall be assisted in an amount up to Fifty Thousand Dollars ($50,000) per household. Applicants will be processed by City on a first come, first served basis.

Program Summary

City shall ensure that each Income Eligible Household assisted with HOME Funds under the Agreement execute a Promissory Note and Mortgage in favor of County, which includes, but is not limited to, the following requirements:

- A five (5), ten (10), or fifteen (15) year term depending upon the loan amount and consistent with HOME affordability periods; 0% Deferred Payment Loan ("Loan").
- Loan due upon sale, transfer, lease, or if property is no longer the primary residence of the homeowner before the expiration of the Loan term.
- 20% for a 5-year loan, 10% for a 10-year loan, or 6.67% for a 15-year loan of the original balance forgiven each year on the anniversary date of the Loan, provided the property remains the primary residence of the homeowner and the homeowner complies with the terms of the Promissory Note and Mortgage.
- City will follow County's Subordination policy.

City will prepare and record all Mortgages and Promissory Notes in favor of County, in the form provided in Exhibit F.

ATTACHMENT 1 TO EXHIBIT A

PROGRAM DESIGN

The following types of properties are eligible for funding under the Agreement:

- Single family homes
- Condominium units
- Townhouses
- Villas

City's Responsibilities

- City will forward all original Mortgages and Promissory Notes with a recorded copy to the County within thirty (30) days.

- City will ensure that the Income Eligible Households list the County as an additional mortgagee on their insurance policies.

- City shall comply with HUD Rules and Regulations governing the Project, including, but not limited to, the following:

    o Property shall be in compliance with applicable local codes and the Florida Building Code, in accordance with 24 CFR Part 92.251, Property Standards.

    o Lead-based paint testing and abatement, as needed, in accordance with 24 CFR Part 92.355.

    o Income Eligible Household shall refer to a household with a maximum household income less than 80% of County median income.

    o Ensure compliance with the recapture and affordability restrictions set forth in the Agreement.

- **City will ensure that each household has a written homebuyer agreement as per 24 CFR 92.504(c)(5)(i) prior to disbursing HOME funds in the form provided Exhibit H.**

County's Responsibilities

- County will monitor all Mortgages and Promissory Notes recorded by City in favor of County.

- County will prepare Subordination Agreements and Satisfactions of Mortgages, when requested by the homeowner, and as appropriate, if the requested subordination or satisfaction is in compliance with the County's subordination policy and Sections 27.209 and 27.210 of the Broward County Administrative Code, as applicable.

- County Subordination Policy must be met for subordination to be considered:
    - NO CASH OUT with HOME/ mortgages.
    - Homeowner must retain at least 10% equity.
    - Broward County must stay in second lien position.

The loan terms shall be as follows:

• A five (5), ten (10), or fifteen (15) year term depending upon the loan amount and consistent with HOME affordability periods; 0% Deferred Payment Loan ("Loan").

• Loan due upon sale, transfer, lease, or if property is no longer the primary residence of the homeowner before the expiration of the Loan term.

• 20% for a 5-year loan, 10% for a 10-year loan, or 6.67% for a 15-year loan of the original balance forgiven each year on the anniversary date of the Loan, provided the property remains the primary residence of the homeowner and the homeowner complies with the terms of the Promissory Note and Mortgage.

• The loan terms are subject to the minimum affordability period as mandated by HUD regulations.

Purchase Assistance	
Investment amount	**Minimum affordability period**
Less than $15,000	5 years
$15,000-$40,000	10 years
More than $40,000	15 years

EXHIBIT B

BUDGET

Each cost category below reflects the proposed amount necessary to complete the Project by funding source(s).

CATEGORY		HOME FUNDS	OTHER FUNDING SOURCES	TOTAL
A.	Direct client subsidy	$94,858	$0	$94,858
B.	Contractual Costs	$5,000	$0	$5,000
C.	**TOTALS**	**$99,858**	**$0**	**$99,858**

BUDGET NARRATIVE

The Budget Narrative statements below provide a detailed justification for each cost category shown in the budget table for HOME funding sources utilized in financing the Project.

A. Direct Client Subsidy: Cost of purchase for a minimum of one (1) Income Eligible Household at a maximum of Fifty Thousand Dollars ($50,000). A balance of Forty-four Thousand Eight Hundred Fifty-eight Dollars ($44,858) included in Category A will be leveraged with additional funding sources to assist one (1) additional Income Eligible Household, as applicable.

B. Contractual Costs: Five Thousand Dollars ($5,000) will be allocated towards City's consultant who will provide Project implementation, applications, income certifications, and other direct services.

C Total HOME Funds available under Agreement = **$99,858**

Allowable Cost for U.S. HUD Share of Budget

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which contains a series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

(A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.

(B) Bad debts.

(C) Contingencies.

(D) Contribution and donations.

(E) Entertainment.

(F) Fines and penalties.

(G) Interest.

(H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

Personnel (Salary) costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with the City's overall employee compensation structure. City's compensation policy should not change as a result of obtaining a federal grant.

Fringe Benefit costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

Travel costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

Equipment costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

Material/Supplies cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

Subcontracts/Contractual Services must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable cost-reimbursement type subcontracts under grants.

Consultant agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

Construction costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance and Community Redevelopment Division's Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

Other costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

Leverage is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

EXHIBIT C

PROJECT TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

WORK TASKS	START-UP	COMPLETION
Identify and process Income Eligible Households	December 2, 2020	January 30, 2022
Preparation and Execution of Homebuyer Agreements with Income Eligible Clients (Encumber funds)	March 2, 2021	March 31, 2022
Provide Quarterly Progress Reports to County	October 1, 2020	September 30, 2022
Final Invoice to County	September 1, 2022	September 30, 2022
Provide Final Report to County with Final Beneficiary Data	September 15, 2022	September 30, 2022

EXHIBIT D

QUARTERLY PROGRESS REPORT

Report Months Covered: Click or tap here to enter text. to Click or tap here to enter text.
Year Click or tap here to enter text.
Project Fiscal Year Click or tap here to enter text. Date of Report Click or tap here to enter text.

I. Project Information.

City or Agency Name Click or tap here to enter text.

Project Title Click or tap here to enter text.

Project Start-up Date Click or tap to enter a date.

Project Completion Date Click or tap to enter a date.

Revised Completion Date if applicable Click or tap to enter a date.

Person Preparing the Report and Title Click or tap here to enter text.

Signature _____

2. Project Cost (Includes expenditures not yet submitted for reimbursement)

	Fiscal Year Project Budget	Total Expenditures Up to Last Billing	Expenditures not yet submitted	Total Funds Expended To Date	Percentage Expended	Amount Encumbered to Date
Total Project	$	$	$	$	%	
HOME Funds	$	$	$	$	%	
Other Funding (specify source)	$	$	$	$	%	

3. **Percent of Project completed to date** Click or tap here to enter text. **%**

4. **Declaration of Agency Program Income.**

Program Income/Recapture Amount: $ Click or tap here to enter text. Funding Year FY Click or tap here to enter text.Client Name Click or tap here to enter text. City Click or tap here to enter text.

Address Click or tap here to enter text. Date received by City Click or tap here to enter text. Type of Activity (Rehab or DPA) Click or tap here to enter text.

Date check sent to County Click or tap here to enter text.

5. **Indicate work tasks and qualified accomplishments completed during the period of this report. Indicate n/a if not applicable**

Work Tasks	Projected Yearly Project Performance	Status during period of this report (i.e., Underway or Completed)	Indicate number served during this report period only	Fiscal Year to Date Progress
Identify income-eligible households				
Intake/ Income Certification				
Work write-ups/Initial Inspection				
Pre-Bid				
Construction				
Appraisal				
Final Inspection				
Close-out or closing				
Recorded mortgage to County				

Beneficiary Information for clients being served this Report Period	Name 1. Click or tap here to enter text. 2. Click or tap here to enter text. 3. Click or tap here to enter text. 4. Click or tap here to enter text.	Address 1 Click or tap here to enter text. 2 Click or tap here to enter text. 3. Click or tap here to enter text. 4. Click or tap here to enter text.	City Click or tap here to enter text.

6. **If project(s) are not on schedule, describe any delays or problems encountered, the reason, and related actions.**
   Click or tap here to enter text.

7. **Did the City make any changes with regards to contractors/vendors associated with the project?** ☐no yes ☐
   Please explain: Click or tap here to enter text.

8. **Did the City make or do they plan on making any Substantial Changes to its program relating to activities, purpose, allocation priorities, or more than a 50% change in funding or beneficiaries previously approved by the County Commission?**
   ☐no yes ☐ Please explain: Click or tap here to enter text.

Please complete the excel spreadsheet that follows for any completed projects. This will serve as a a running total of beneficiary data.

DIRECT BENEFIT REPORT FORM

Please specify total number of persons or households (as applicable) assisted/served since execution of the Agreement.

5	HOMEOWNER DPA - HOUSEHOLD ACCOMPLISHMENT DATA																		
6	Subrecipient:																		
7	Accomplishment Period:			Is this a Final Report:*															
8	*Cells with an asterisk (*) have DROP DOWN OPTIONS-please click on cell below*																		
9																			
10	*LOCATION (TAB 1 IN IDIS)*																		
11	IDIS Activity Number	HOME Funding Year *	First Name	Last Name	Street Address	City	County	Zip Code	HOME Assisted Units	Unit Qualified as Energy Star*	Section 504 Accessible Units *	Property Type *	Total Completed Units	Applicable Lead Paint Requirement *	Lead Hazard Remediation Actions *	FHA Insured *	First Time Homebuyer *	Homebuyer Counseling Provided *	
12							Broward												
13							Broward												
14							Broward												
15							Broward												
16							Broward												
17							Broward												
18							Broward												
19		COSTS (TAB 2 IN IDIS)																	
20		*CHOOSE ONLY ONE HOME FUND TYPE-THIS FY ONLY!*							*ENTER APPLICABLE PUBLIC FUNDS (Fund Type/Name, Amount and FY)*									*ENTER APPLICABLE PRIVA*	
21																			
22																			
23	Last Name	Amortized Loan $	Grant $	Deferred Payment Loan $	Other $	Non-Recorded Fees $-Charged to this FY ONLY	Total $ (THIS FY HOME FUNDS)		Other Federal Fund Type-Fund Name	Other Federal Fund $	Other Federal Fund FY	Other State Fund Type - Fund Name	Other State Fund $	Last Name	Tax Exempt Bonds	Total $	Last Name	Private Loans $	Owner Cash Contribution $
24	0						$ -							0		$ -	0		
25	0						$ -							0		$ -	0		
26	0						$ -							0		$ -	0		
27	0						$ -							0		$ -	0		
28	0						$ -							0		$ -	0		
29	0						$ -							0		$ -	0		
30	*BENEFICIARIES (TAB 3 IN IDIS)*																		
31	Unit Number	Number of Bedrooms *	Occupant*	% Median Income *	Hispanic or Latino *	Race *	Household Size *	Household Type *	Assistance Type*										
32																			
33																			

EXHIBIT E
REQUEST FOR PAYMENT

HOME Investment Partnerships Grant Program
Fiscal Year 2020 to 2021

Contract Period: _____ to _____

1. Project Name:			
2. Organization: **Telephone Number:**			
3. Billing Number:			
4. Billing Period Covered:			
5. % of Total Contract, Expended through this Billing:			
6. Cost Categories	**Total Expenditures Up to Last Billing**	**Expenditures This Billing**	**Total Expenditures To Date**
A. Project Costs			
Salary and Fringes			
Contractual			
Construction (Retainage)			
Construction (All other construction costs)			
Other Project Costs			
Total Expenditures			
Funds Obligated: (By Funding Agreement)			
Balance			
B. In-kind			

7. Details of Request for Payment (Attach copies of Invoices, Other Applicable Documentation)			
Vendor Name	**Invoice # (If Applicable)**	**Description of Service**	**Amount**

Total Request for Reimbursement $ _____

8. Certification:

I certify that Items 1 - 7 of this billing are correct and just and are based upon obligation(s) of record for the Project; that the work and services are in accordance with the Broward County approved Agreement, including any amendments thereto; and that the progress of the work and services under the Agreement for the Project are satisfactory and are consistent with the amount billed.

_____ _____

Signature and Title of Authorized Official **Date**

EXHIBIT F
FORM OF MORTGAGE AND PROMISSORY NOTE

Return recorded document to:
Broward County
Housing Finance and Community Redevelopment Division
110 N.E. 3rd Street, Suite 203
Fort Lauderdale, Florida 33301

Document prepared by:
[INSERT NAME OF PREPARER]
[INSERT ADDRESS OF PREPARER]

HOME MORTGAGE TO SECURE LOAN

FOR HOMEBUYER/PURCHASE ASSISTANCE PROGRAM
Form Version: September 2020

THIS HOME MORTGAGE TO SECURE LOAN ("Mortgage") made this ___ day of _____, 20__, between _____, a _____, whose address is _____ (hereinafter referred to as "Mortgagor"), and BROWARD COUNTY, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter referred to as "Mortgagee").

A. Mortgagor is indebted to Mortgagee in the principal sum of _____ **Dollars ($000.00)** ("Loan"), which indebtedness is evidenced by Mortgagor's HOME Promissory Note of even date herewith ("Note"), attached hereto as Exhibit A.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, Mortgagor does hereby mortgage, grant, and convey to Mortgagee the property described in Attachment A, located in the County of Broward, State of Florida, together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property."

Mortgagor agrees to secure to Mortgagee the payment of the Note, payable to Mortgagee, and agrees to comply with the terms and conditions set forth in 24 C.F.R. Part 92, HOME Investment Partnerships Program, including the applicable affordability periods established by the Broward County Housing Finance and Community Redevelopment Division.

The sums secured under this Mortgage are provided in the form of a zero percent (0%) interest rate, deferred payment, forgivable loan. [___ percent (__%) of the initial Loan principal amount shall be forgiven each year on the anniversary of the date of execution of the Note, provided the Mortgagor complies with all the terms of this Mortgage and the Note.] Upon the expiration of the term of this Mortgage as provided in Section 2 hereof, so long as Mortgagor has complied with all the terms of this Mortgage and the Note, and no Event of Default has occurred or is occurring, the Mortgage shall be deemed satisfied and, upon request of Mortgagor, Mortgagee shall execute a Satisfaction of Mortgage. Mortgagor shall pay all costs of recordation of the Satisfaction of Mortgage, if any. If, however, the Mortgagor sells or transfers title to the Property used to secure this Mortgage prior to the full term of the Loan, or fails to comply with any terms and conditions of this Mortgage or the Note, the outstanding principal amount of the Note securing this Mortgage shall immediately become due and payable to Mortgagee.

This Mortgage shall be a _____ [*insert position*] mortgage on the Property.

Mortgagor hereby further covenants and agrees as follows:

1. **Payment of Principal.** Mortgagor shall pay when due the outstanding principal under the Note in accordance with the terms of the Note.

2. **Term of Mortgage.** The term of this Mortgage shall be [____] (__) years from the date of execution of the Note.

3. **Charges.** Mortgagor shall pay, prior to becoming delinquent, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, when due, directly to the payee thereof. Mortgagor shall promptly furnish to Mortgagee receipts evidencing such payments.

4. **Insurance.**

(a) Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including but not limited to floods, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Mortgagee requires.

(b) The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagee's right to disapprove Mortgagor's choice, which right shall not be exercised unreasonably. All premiums on insurance policies shall be paid by Mortgagor, when due, directly to the insurance carrier.

(c) All insurance policies required by Mortgagee and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Mortgagee as mortgagee and/or an additional loss payee. Mortgagee shall have the right to hold the policies and renewals thereof, and Mortgagor shall promptly furnish to Mortgagee all rental notices and all receipts of paid premiums.

(d) In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and the Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. Unless Mortgagee and Mortgagor otherwise agree in writing, any insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor.

(e) If Mortgagor abandons the Property, Mortgagee may file, negotiate, and settle any available insurance claim and related matters. If Mortgagor does not respond within thirty (30) days to a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may settle the claim. In either event, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

(f) If, under Section 16 hereof, the Property is acquired by Mortgagee, all right, title, and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property, prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. **Purpose of Mortgage.** It is expressly agreed and understood that this Mortgage secures the indebtedness and the obligation of the Mortgagor with respect to the Loan, as the same is evidenced by the Note, and all renewals, extensions, and modifications thereof. This Mortgage shall not be deemed released, discharged, or satisfied until the entire indebtedness evidenced by the Note is satisfied in full.

6. **Representations and Warranties**. Mortgagor represents and warrants that: (a) there are no actions, suits, or proceedings pending or threatened against or affecting Mortgagor or any portion of the Property, or involving the validity or enforceability of this Mortgage or the priority of its lien, (b) Mortgagor is not in default under any other indebtedness or with respect to any order, writ, injunction, decree, judgment or demand of any court or any governmental authority; and (c) in connection with the Loan, Mortgagor has not made any material misrepresentations of fact relating to Mortgagor's income and eligibility for the Loan.

7. **Primary Resident.** As an inducement for Mortgagor to make the Loan, Mortgagor hereby agrees to and covenants that Mortgagor will be the primary resident(s) of the Property during the entirety of

the term of the Mortgage and Note.

8. **Care of Property**.

(a) No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of Mortgagee. Mortgagor will not make, permit, or suffer any alteration or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements, if any, required to be made with the proceeds of the Loan, nor will Mortgagor use, or permit or suffer the use of, any of the Property for any purpose other than the purpose or purposes for which the same is now used, without the prior written consent of Mortgagee.

(b) Mortgagor will maintain the Property in good condition and state of repair and will not suffer or permit any waste to any part thereof, impairment, or deterioration of the Property, or make or permit to be made to the Property any alterations or additions that would have the effect of materially diminishing the value thereof or take or permit any action that will in any way increase any ordinary fire or other hazard arising out of the construction or operation thereof and will promptly comply with all of the requirements of federal, state, and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof. If all or any part of the Property shall be damaged by fire or other casualty, the Mortgagor shall promptly restore the Property to the equivalent of its original condition regardless of whether or not there shall be any insurance proceeds therefore. If the Property or any part thereof is damaged by fire or any other cause, the Mortgagor shall give immediate written notice of same as soon as practicable to Mortgagee. If a part of the Property shall be physically damaged through condemnation, the Mortgagor shall promptly restore, repair, or alter the remaining property in a manner satisfactory to the Mortgagee. Mortgagee's approval of such restorations, repairs, or alterations shall not be unreasonably withheld.

9. **Transfer of the Property; Assumption.**

(a) No part of the Property or an interest therein shall be sold or transferred by Mortgagor without the written consent of Mortgagee. If Mortgagor sells or transfers any interest in the Property, the outstanding principal amount of the Note secured by this Mortgage shall become immediately due and payable. If the outstanding principal amount of the Note becomes due and payable, Mortgagee shall provide Mortgagor notice of acceleration, in accordance with Section 16 hereof. Mortgagor shall pay the sums declared due and payable within thirty (30) days after the date of the notice. If Mortgagor fails to timely pay such sums, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted by Section 17 hereof.

(b) Mortgagee may, at Mortgagee's option, waive its option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Property is to be sold or transferred to reach an agreement in writing that the credit of such person is satisfactory to Mortgagee, that the interest payable, if any, on the sums secured by the Mortgage shall be at such rate as Mortgagee shall request, and that all applicable income and affordability restrictions are met. Mortgagee shall release Mortgagor from the obligations under this Mortgage and the Note only if (i) Mortgagee waives its option to accelerate pursuant to this paragraph, and (ii) Mortgagor's successor in interest has executed a written assumption agreement, in form and substance satisfactory to Mortgagee, pursuant to which the successor in interest acquires all of Mortgagor's obligations under the Mortgage and the Note.

10. **Hazardous Substances.** Mortgagor shall not use, generate, store, or dispose of Hazardous Materials on the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Laws. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit, or other action, of which the Mortgagor has actual knowledge, by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Laws. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Laws, and provide Mortgagor notice thereof. As used in this section, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental

Laws, including but not limited to the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this section, "Environmental Laws" means federal, state, and local laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection, including but not limited to the Federal Resource Conservation and Recovery Act and the Federal Comprehensive Environmental Response, Compensation and Liability Act.

11. **Compliance with Laws**. Mortgagor shall comply with all federal, state, and local laws applicable to the Loan and the Property, including all requirements of the U.S. Department of Housing and Urban Development and 24 C.F.R. Part 92, as may be amended from time to time.

12. **Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants or agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy, Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including but not limited to disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

13. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor reasonable notice prior to any such inspection.

14. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. The proceeds referred to in this paragraph shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor or, if after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date of such notice, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage.

15. **Event of Default.** The term "Event of Default," wherever used in this Mortgage, shall mean any one or more of the following events:

A. Failure by Mortgagor to duly keep, perform, and observe any other covenant, condition, or agreement in the Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, for a period of ten (10) days after Mortgagor gives written notice specifying the breach.

B. If Mortgagor or any endorser or guarantor of the Note shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution, or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of the Mortgage for all or any of the properties of Mortgagor or of any guarantor or endorser of the Note; or if within thirty (30) days after commencement of any proceeding against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief, or similar relief under any present or future federal, state, or other statute or law, such proceeding shall not have been dismissed or stayed on appeal; or if within the thirty (30) days after appointment without the consent or acquiescence of Mortgagor or of any endorser or guarantor of the Note, of any trustee, receiver, or liquidator of Mortgagor or any endorser or guarantor of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten (10) days after the expiration of any such stay, such appointment shall not have been vacated.

C. The entry by any court of last resort of a decision that an undertaking by the Mortgagor as herein provided to pay taxes, assessments, levies, liabilities, obligations or encumbrances is legally inoperative or cannot be enforced, or in the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose or the manner of collection of any such taxes, so as to effect adversely this

Mortgage or the debt secured hereby unless Mortgagor can and does in a proper and legal manner, pay any and all sums of whatever kind which may be incurred or charged under such new or modified law.

D. If foreclosure proceedings should be instituted on any mortgage inferior or superior to the Mortgage, or if any foreclosure proceeding is instituted on any lien of any kind which is not dismissed or transferred to bond within thirty (30) days after the service of foreclosure proceedings on Mortgagor.

E. Any default under any mortgage that is superior or inferior to the Mortgage. Mortgagor shall have the affirmative obligation to immediately notify Mortgage in writing of the occurrence or existence of any such default.

F. Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note or this Mortgage related to the funding assistance provided.

G. Any action prohibited herein.

H. The transfer or lease of the Property to a third party.

I. The abandonment or vacation of the Property by Mortgagor whereby said Mortgagor ceases to reside and occupy the Property as his or her principal residence.

16. **Acceleration; Remedies.** Except as provided in Section 9(b) hereof, upon the occurrence of an Event of Default, Mortgagee, prior to acceleration, shall mail notice to Mortgagor as provided in Section 20 hereof specifying: (1) the Event of Default; (2) the action required to cure such Event of Default; (3) a date, not less than thirty (30) days after the date the notice is received by Mortgagor, by which such Event of Default must be cured to the satisfaction of Mortgagee; and (4) that failure to cure such Event of Default on or before the date specified in the notice may result in any action in law or equity, as Mortgagee determines to be most effectual to enforce Mortgagor's obligations, including an action for specific performance, acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of an Event of Default or any other defense of Mortgagor to acceleration and foreclosure. If the Event of Default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorneys' fees and costs of title evidence. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the first position mortgage on the Property, shall receive title to the Property free and clear from provisions, if any, in this Mortgage restricting the use of the Property to low or moderate-income households, restricting the ability to sell the Property, or otherwise imposing occupancy requirements on the Property.

17. **Remedies Cumulative.** All remedies provided in this Mortgage are separate, distinct, and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively. No act of Mortgagee shall be construed as an election to proceed under any provision or covenant herein to the exclusion of any other, notwithstanding anything herein to the contrary.

18. **Mortgagor's Right to Reinstate.** Notwithstanding the Mortgagee's right to acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings initiated by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage had no acceleration occurred; (b) Mortgagor cures all breaches of this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, including but not limited to reasonable attorneys' fees; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien secured by this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall remain in full force and effect as if no acceleration had occurred. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Recordation.** This Mortgage and the Note shall be recorded in the Public Records of Broward County, Florida.

20. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice to Mortgagor or Mortgagee provided for in this Mortgage shall be given by mailing such notice by certified mail, return receipt requested, addressed to the party for whom it is intended at such party's respective address set forth above in the introductory paragraph to this Mortgage.

21. **Governing Law.** This Mortgage shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Mortgage shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Mortgage must be litigated in federal court, the exclusive venue shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. All meetings to resolve said dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism, will take place in this venue. The parties both waive any defense that the venue in Broward County is not convenient. **BY ENTERING INTO THIS MORTGAGE, MORTGAGOR AND MORTGAGEE HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MORTGAGE.**

22. **Attorneys' Fees and Costs**. As used in this Mortgage and in the Note, "attorney's fees" shall include those fees and costs, if any, which may be awarded by a trial or appellate court.

23. **Heirs, Successors, and Permitted Assigns; No Oral Modifications**. This Mortgage shall be binding upon and shall extend to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns. This Mortgage is not subject to modification other than by a written document or instrument executed by Mortgagor and Mortgagee.

24. **Jointly and Severally Bound**. Mortgagor and others who may become liable for all or any part of the obligations under this Mortgage, hereby agree to be jointly and severally bound by this Mortgage and jointly and severally waive demand, protest, notice of nonpayment, and any and all lack of diligence or delays in collection or enforcement hereof, and specifically consent to any extension of time, release of any party liable for this obligation, including any maker, or acceptance of other security therefor. Any such extension or release may be made without notice to said party and without in any way affecting the liability of such party.

25. **No Waiver; Mortgagor Not Released**. It is expressly agreed and understood that a waiver by Mortgagee (which waiver shall only be valid if given in writing) of any right or rights conferred to it hereunder with regard to any one transaction or occurrence shall not be deemed a waiver of such right or rights to any subsequent transaction or occurrence. It is further agreed that any forbearance or delay by Mortgagee in enforcement of any right or remedy hereunder shall not constitute or be deemed a waiver of such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage. An extension of time for payment or a modification of the amortization of the sums secured by this Mortgage granted by Mortgagee to Mortgagor or any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of Mortgagor or Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the amortization of the sums secured by this Mortgage by reason of any demand made by the Mortgagor or Mortgagor's successor in interest.

26. **Severability**. If any provision, or part thereof, contained in this Mortgage is, for any reason, held to be invalid, illegal, unenforceable in any respect, or in conflict with applicable law, such invalidity, illegality, unenforceability, or conflict shall not affect any other provision (or remaining part of the affected provision) of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal, unenforceable, or conflicting provision (or part thereof) had never been contained herein, but only to the extent it is invalid, illegal, unenforceable, or in conflict with applicable law.

27. **Captions**. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

28. **Further Assurances**. Mortgagor shall cooperate with County to modify and re-record this Mortgage and/or the Note to the extent modification is required (i) to correct any defect or error in the Mortgage

and/or Note, or (ii) for compliance with applicable federal, state, or local law.

IN WITNESS WHEREOF, MORTGAGOR, _____, has executed this Mortgage.

WITNESSES:

Sign Name: _____

Print Name: _____

Sign Name: _____

Print Name: _____

MORTGAGOR

By:_____

_____

___.

(Print or Type Name)

___ day of _____, 20__.

By:_____

_____

.

(Print or Type Name)

___ day of _____, 20___.

STATE OF FLORIDA)
) SS
County OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____, who is personally known to me or who has produced _____ as identification.

_____

Print Name: _____

Notary Public, State of Florida at Large
Commission No._____

My Commission Expires:

ATTACHMENT A

To

Mortgage to Secure Loan for HOME Activities

Legal Description:

Parcel Identification Number:

Street Address:

EXHIBIT A TO MORTGAGE

HOME PROMISSORY NOTE
HOMEBUYER/PURCHASE ASSISTANCE PROGRAM
Forgivable Loan

$ (Amount to be inserted) _____, 20__

FOR VALUE RECEIVED, the undersigned _____ ("Maker"), whose address is _____ Florida 33___, promises to pay to the order of BROWARD COUNTY, a political subdivision of the State of Florida, hereof ("Holder") at Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, or such other location or address as Holder may from time to time designate in writing, the principal sum of _____ Dollars ($000.00) ("Loan") to be paid in lawful U.S. currency.

1. The real property ("Property") securing this Loan is legally described as set forth in Exhibit A attached. This HOME Promissory Note ("Promissory Note") is secured by a HOME Mortgage to Secure Loan ("Mortgage") of even date herewith executed in favor of Holder, and recorded simultaneously therewith in the Public Records of Broward County, Florida, encumbering the Property, subject to no exceptions.

2. Holder is a recipient of HOME Investment Partnerships Program ("HOME") grant funds from the United States Department of Housing and Urban Development ("HUD") for eligible activities set forth in 24 C.F.R. Part 92.

3. The Loan provided under this Promissory Note is a zero percent (0%) interest rate, deferred payment, forgivable loan. [___ percent (__%) of the initial Loan principal amount shall be forgiven each year on the anniversary of the date of execution of this Promissory Note, provided the Maker complies with all the terms of the Mortgage and this Promissory Note.] On the anniversary date of the ___ (___) year of the date of execution of this Promissory Note, the Mortgage shall be deemed satisfied, and the outstanding principal amount of this Promissory Note shall be forgiven if Maker is in compliance with the terms of the Mortgage and this Promissory Note. If, however, Maker (i) sells or transfers title to the Property used to secure this Promissory Note prior to the full term of the Loan, (ii) fails to utilize the Property for the purposes stated in the Mortgage, or (iii) fails to comply with the terms and conditions of the Mortgage, the outstanding principal amount of this Promissory Note shall immediately become due and payable to Holder.

4. Upon completion of the term of this Promissory Note and payment of all amounts due hereunder, if any, and provided that Maker complies with all other covenants and conditions of the Mortgage and this Promissory Note, then this Promissory Note and the Mortgage shall terminate and, upon request of Maker, Holder shall execute a Satisfaction of Mortgage.

5. If this Promissory Note is reduced to judgment, such judgment shall bear the statutory interest rate on judgments.

6. This Promissory Note may be prepaid in whole or in part at any time, without penalty or premium. Any prepayment hereunder shall be applied first to unpaid costs of collection, servicing fees, and late charges, if any, then to accrued, deferred, and unpaid interest, and the balance, if any, to the principal balance.

7. In the event of default in the terms or conditions of this Promissory Note, and if the same is enforced by an attorney at law, Maker hereby agree(s) to pay all costs of collection, including reasonable attorney's

fees. Notwithstanding any of the preceding provisions, Holder shall be entitled to collect a late fee on any principal amount due and payable by Maker, in such amount as may have been adopted by Resolution of the Broward County Board of County Commissioners and set forth in the Broward County Administrative Code, at the time of the execution of this Promissory Note.

8. Except for any notice required under applicable law to be given in another manner, all notices under this Promissory Note shall be provided as specified in Section 20 of the Mortgage.

9. No delay or omission on the part of Holder in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Promissory Note. No waiver of any of Holder's rights under this Promissory Note shall be binding upon Holder unless Holder approves such waiver in writing. A waiver by Holder of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right or remedy as to any future occasion.

10. This Promissory Note shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Promissory Note shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Promissory Note must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS PROMISSORY NOTE, MAKER AND HOLDER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PROMISSORY NOTE.**

11. In the event that any provision of this Promissory Note is held to be unenforceable under the law, all remaining provisions of this Promissory Note shall be binding, valid, and enforceable.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, MAKER, _____, has executed this Note.

WITNESSES:

Sign Name: _____

Print Name: _____

Sign Name: _____

Print Name: _____

MAKER

By:_____

_____
(Print or Type Name)

___ day of _____, 20__.

By:_____

_____
(Print or Type Name)

___ day of _____, 20___.

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, as _____, who is personally known to me or who has produced _____ as identification.

_____

Print Name: _____

Notary Public, State of Florida at Large

Commission No._____

My Commission Expires:

EXHIBIT A [to Promissory Note]
LEGAL DESCRIPTION

EXHIBIT G

AFFIRMATIVE MARKETING POLICY

A. AFFIRMATIVE MARKETING:

1. DISSEMINATION OF INFORMATION

The following methods shall be used to inform the public, owners, and potential tenants about Federal Fair Housing Laws, compliance with 24 CFR 92.35, Affirmative Marketing; minority outreach program, and the marketing policy of the Housing Finance and Community Redevelopment Division.

From time to time, City shall canvass the eligible areas disseminating program and fair housing information flyers to tenant associations, civic associations, public service agencies, tenant groups, civic and fraternal organizations, churches, housing counseling, consumer affairs, business and non-profit groups.

Public service announcements will be made on radio and television stations. Press releases will be placed in newspapers and other publications circulated widely in target areas.

The Equal Housing Opportunity logo will be used on all printed materials.

2. PRACTICES AND PROCEDURES

City must adhere to the following requirements and practices in order to carry out the affirmative marketing policies of the Housing Finance and Community Redevelopment Division.

Advertise in circulars and periodicals having wide distribution in target areas. Display leaflets, brochures, and other printed materials containing the equal housing logo in conspicuous locations at places frequented by potential tenants and persons least likely to apply for the rental housing.

3. SPECIAL OUTREACH

City shall endeavor to notify the public of its programs by conducting special outreach activities including, but not limited to, community organizations, places of worship, employment centers, fair housing groups, and housing counseling agencies.

4. FAILURE TO COMPLY WITH REQUIREMENTS

Failure on the part of City to comply with the affirmative marketing requirements provided herein, or to cure or remedy identified violations within thirty (30) days of
notification of violations by the Division shall result in suspension of undisbursed HOME Funds under the Agreement.

B. CIVIL RIGHTS

No person shall be discriminated upon based on race, color, sex, age, marital status, disability, religion, or national origin in the rental, lease, sale, or use of the property to be constructed with HOME Investment Partnerships Program (HOME) Funds obtained through the HOME Program in accordance with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and the Fair Housing

Amendment Acts of 1988, 42 U.S.C. 3601 et seq., and implementing regulations set forth in 24 CFR Parts 100, 103, and 104.

C. INTEREST OF PUBLIC BODY

No member of the governing body of Broward County or City or any employee of the Housing Finance and Community Redevelopment Division or City may have any interest, direct or indirect, in the proceeds of any loan or in any contract entered into by the borrower for the performance of work financed, in whole or in part, with the proceeds of the loan.

D. DISPLACEMENTS

Multi-family housing projects are designed to increase the supply of rental housing for low and very low-income families. However, in the event that displacement occurs, relocation will be conducted in accordance with 24 CFR Part 92.353, Displacement, relocation, and acquisition, and information on this policy may be obtained from the Broward County Housing Finance and Community Redevelopment Division, 110 N.E. 3rd St., Third Floor, Fort Lauderdale, Florida 33301.

The existing evaluation and monitoring activities conducted by the Housing Finance and Community Redevelopment Division will be applied to the HOME Program to ensure compliance with local and federal policies, regulations, and required reports. In instances of noncompliance, corrective action will be taken.

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EXHIBIT H

BROWARD COUNTY HOME PROGRAM
Homebuyer Purchase Assistance Agreement
Funding Year: Fiscal Year 20[__] – 20[__] [*Insert fiscal year that funding was allocated to Agency*]
Reporting Year: Fiscal Year 20[__] – 20[__] [*Insert fiscal year that funding was allocated to Homeowner*]

Homeowner(s): _____

_____

Property Address: _____

_____

Funding Amount: $_____ **Property Value**: $_____

This Agreement is entered into by City of Deerfield Beach ("the "Agency") and Homebuyer(s) noted above ("Homebuyer(s)"), collectively referred to as "the Parties".

WITNESSETH:

A. Agency is a member of Broward County ("Participating Jurisdiction")'s HOME Consortium.

B. As a member of the HOME Consortium, the Agency has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, and from the U.S. Department of Housing and Urban Development (hereinafter called "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994.

C. Pursuant to that certain Agreement providing for Disbursement of HOME Program Funds between Agency and Participating Jurisdiction, Agency has agreed to use the HOME funds to finance a Homebuyer/ Purchase Assistance Program and meet the requirements as set forth in 24 C.F.R. Part 92, as amended or waived by HUD.

NOW THEREFORE, the Parties covenant and agree as follows:

1. AFFORDABILITY PERIOD
The property must remain affordable for a term of _____ years (the "Affordability Period"), or until the first of the following events occur: (1) Homebuyer(s) sell, transfer or dispose of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) Homebuyer(s) no longer occupy the unit as their principal residence; or (3) Homebuyer(s) dies, or if a married couple, the survivor dies.

2. FUNDING AMOUNT AND FORM OF ASSISTANCE
Agency will provide a Forgivable Deferred Payment Loan in an amount up to $_____ Dollars at Zero (0%) percent interest, evidenced by a Mortgage and Promissory Note in favor of the Participating Jurisdiction, for a period no less than and not to exceed the Affordability Period identified in

Paragraph 1 above. [___ percent (__%) of the initial Loan principal amount shall be forgiven each year on the anniversary of the date of execution of the Promissory Note, provided the Mortgagor complies with all the terms of the Mortgage and the Promissory Note.]

3. RECAPTURE/RESALE PROVISIONS

Recapture provisions will apply pursuant to 24 C.F.R. 92.254 upon one or more of the following events: (1) Homebuyer(s) sell, transfer or dispose of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) Homebuyer(s) no longer occupy the unit as their principal residence; or (3) Homebuyer(s) dies, or if a married couple, the survivor dies. If the housing does not continue to be the principal place of residence for the family for the entire duration of the Affordability Period, then recapture provisions will apply.

Pursuant to 24 CFR 92.254 (a) (5) (ii) (A)(2), the Agency will require Homebuyer(s) to repay the outstanding amount of the HOME Promissory Note if any of the stated recapture events occur.

Agency and Participating Jurisdiction will NOT exercise a resale provision pursuant to 24 C.F.R. 92.254(a)(5).

These and other repayment provisions shall be enforced via the Promissory Note and/or Mortgage, which will also be executed at closing, in favor of Participating Jurisdiction.

4. PROGRAM REQUIREMENTS

The Agency and the Homebuyer(s) agree to comply with these program requirements, as set forth in the HOME regulations (24 C.F.R. Part 92 Subpart F and 24 C.F.R. 92.254(a)) as follows:

a) **Income Eligible and Principal Residence**: The Homebuyer(s) have certified that at the time of application and approval, their annual income does not exceed eighty (80%) percent of the median income for the area, as determined by HUD, with adjustments for family size;
b) **Principal Residence**: The Homebuyer(s) certify that the property will be their principal residence during the Affordability Period;
c) **Property Value**: The property is single-family housing located within the jurisdiction of the Agency's HOME Program and has an appraised value equal or less than [$_____], which is less than ninety-five percent (95%) of the area median sales price. The Agency has reviewed the household income and the property value requirements in accordance with the HOME Program requirements, and has approved the Homebuyer(s) and property as eligible for funding
d) **Property Maintenance**: The Homebuyer(s) must maintain the property, including payment of property taxes, property insurance and flood insurance (if applicable) and homeowner's insurance, during the Affordability Period. The Participating Jurisdiction will be named as Additional Mortgagee on all property and flood insurance coverage during the Affordability Period;
e) **Housing Quality Standards**: The property, at initial occupancy by the Homebuyer(s), must meet, at a minimum, Section 8 Housing Quality Standards (HQS) and local building codes and ordinances of Broward County. The Agency has inspected the property or reviewed the appraisal and/or the property inspection report and has approved this project eligible for funding on this basis;
f) Equal Opportunity, Fair Housing and Affirmative Marketing (24 CFR Part 92.351);
g) Environmental review;
h) **Lead-based paint inspections and mitigation**;
i) **Conflict of interest**;
j) **Flood insurance coverage**; and
k) **Executive Order 12372**.

5. ESTIMATED START DATE AND DISBURSEMENT OF FUNDS

The Homebuyer(s) agree that the funds will only be used as a subsidy to a private loan to lower monthly housing costs (PITI) to the Homebuyers, and to pay closing costs and a part of the down payment amount (if necessary). The HOME funds shall be disbursed by the Agency at the time of loan closing, estimated to be within ninety (90) calendar days of this Agreement, unless an extension is approved by Participating Jurisdiction.

6. RECORDS AND REPORTS

The Agency and Homebuyer(s) agree to complete all reports and maintain documentation (as applicable to each party) in accordance with HUD guidelines (24 C.F.R. Part 92) for a period of five (5) years after the end of the Affordability Period.

7. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and shall be secured by a Mortgage on the property, each in favor of Participating Jurisdiction. Failure by the Homebuyer(s) to comply with the terms of this Agreement and the loan documents will be considered a default, and appropriate legal actions may be taken.

8. HOMESTEAD EXEMPTION

Throughout the Affordability Period, the Agency reserves the right to confirm the premises is in use as the Homebuyer's principal residence. The primary (but not sole) indication that the premises is the principal residence is continued Homestead Exemption throughout the Affordability Period. If Homestead Exemption lapses during the Affordability Period, the Agency will assume the premises is no longer the Homebuyer's principal residence, will demand full repayment of the assistance provided, and may take appropriate legal action to secure repayment.

9. DURATION OF THE AGREEMENT

This Agreement will be in effect for a term which shall run for the duration of the Affordability Period established under Paragraph 1, or until one of the following events occurs: (1) the Homebuyer(s) sell, transfer or dispose of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) the Homebuyer(s) no longer occupy the unit as their principal residence; or (3) the Homebuyer dies, or if a married couple, the survivor dies.

10. REFINANCING AND SUBORDINATION OF HOME FUNDS

For the Participating Jurisdiction to consider a subordination request when Homebuyer refinances their first mortgage, among other conditions, the Participating Jurisdiction requires that there is no cash out on the refinance, at least 10% equity is retained, Broward County stays in second lien position, and the Homebuyer must provide the Participating Jurisdiction a current property appraisal along with other current information as may be required to evidence compliance with the Participating Jurisdiction's subordination policy.

11. OTHER PROVISIONS

No discrimination against any person or group of persons by the parties on account of race, sex, creed, religion, marital status, familial status, sexual orientation, disability, color or national origin shall be made in performance of this Agreement.

Nothing contained in this Agreement or any act of the Agency or the Homebuyers shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited of general partnership, joint venture or any association or relationship involving the Participating Jurisdiction.

AGREED TO AND ACCEPTED by the Parties on the date last noted below:

Homebuyer/s:

_____
Homebuyer Print Name

_____ _____
Homebuyer Signature Date

_____
Homebuyer Print Name

_____ _____
Homebuyer Signature Date

Agency

_____
Print Name

_____ _____
Signature Date

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-692

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

Agenda Date: 12/1/2020

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with Broward County for Fiscal Year 2020-2021 Disbursement of HOME Program Funds for the Housing Rehabilitation Program in the amount of $99,858; providing for execution; 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
In 2002, the City of Deerfield Beach received approval to participate in Broward County's HOME Consortium by City Resolution No. 2002/095. The HOME Consortium is comprised of Broward County and the municipalities of Coconut Creek, Coral Springs, Davie, Deerfield Beach, Lauderhill, Margate, Miramar, Pembroke Pines, Plantation, Sunrise and Tamarac. It is important to note the City is not eligible to receive HOME funds on its own. By partnering with other cities that are also ineligible for individual funding and forming a Consortium, both the City and the County can take advantage of an estimated $2.4M in annual funding not otherwise available.

Current Activity
HOME funds will be used for the City Homeowner Rehabilitation Program in addition to Community Development Block Grant (CDBG) funds. The HOME funding for FY 2020-2021 of $99,858 for Homeowner Rehabilitation will assist a minimum of two (2) applicants receiving up to $50,000.

Recommendation
Staff recommends that City Commission approve the FY 2020-2021 HOME Interlocal Agreement. This approval will allow eligible residents to receive funding for homeowner rehabilitation assistance with HOME funding.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR FISCAL YEAR 2020-2021 DISBURSEMENT OF HOME PROGRAM FUNDS FOR THE HOUSING REHABILITATION PROGRAM IN THE AMOUNT OF $99,858; PROVIDING FOR EXECUTION; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, pursuant to 24 C.F.R. Part 92.101, the City of Deerfield Beach (the "City") and Broward County (the "County") entered into a standard form HOME Consortium Cooperation Agreement, pursuant to which the City and County became members of the Broward County HOME Investment Partnership Program Consortium (the "HOME Consortium"); and

WHEREAS, the County, in its representative capacity to the U.S. Department of Housing and Urban Development ("HUD") for all members of the HOME Consortium, is the recipient of HOME funds from HUD; and

WHEREAS, the City and County desire to enter into the interlocal agreement, attached as Exhibit "A," for the disbursement of FY 2020-2021 HOME program funds to the City for the housing rehabilitation program in the amount of $99,858 (the "Interlocal Agreement").

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

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

Section 2. The City Commission hereby approves the Interlocal Agreement with Broward County, attached as Exhibit "A", for the disbursement of FY 2020-2021 HOME housing rehabilitation program funds in the amount of $99,858.

Section 3. The Mayor and City Manager are authorized to execute the Interlocal Agreement, attached as Exhibit "A," together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. 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

_____
BILL GANZ, MAYOR

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR HOUSING REHABILITATION PROGRAM FOR FISCAL YEAR 2020 – 2021

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Deerfield Beach, a municipal corporation of the State of Florida ("City") (collectively referred to as the "Parties").

RECITALS

A. Pursuant to 24 C.F.R. Part 92.101, the Parties entered into a standard form HOME Consortium Cooperation Agreement, incorporated herein by reference, pursuant to which the Parties joined the Broward County HOME Investment Partnerships Program Consortium ("HOME Consortium"), and County was designated the HOME Consortium's representative member or lead entity to carry out the objectives of the HOME Program (as herein defined) on behalf of all of the HOME Consortium's members.

B. County, as the representative member or lead entity for the HOME Consortium is the recipient of HOME Program funding from the United States Department of Housing and Urban Development ("HUD") for all members of the HOME Consortium, pursuant to the HOME Investment Partnerships Act ("HOME Act") at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, with implementing rules and regulations set forth in 24 C.F.R. Part 92, and County desires to allocate a portion of the HOME Program funding to City.

C. Pursuant to 24 C.F.R. Part 92.105, County has been designated by HUD as a participating jurisdiction and receives its HOME funding allocation pursuant to the County's consolidated plan, submitted to HUD in accordance with 24 C.F.R. Part 91.

D. The Project (as defined herein) was included in County's consolidated plan.

E. On _____ (Agenda Item No. ___), the Broward County Board of County Commissioners authorized HOME funding to City in the amount of Ninety-nine Thousand Eight Hundred Fifty-eight Dollars ($99,858) to fund the Project in City, under the terms more specifically described herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Board** means the Board of County Commissioners of Broward County, Florida.

1.2 **Commitment** means "Commitment" as defined under 24 C.F.R. Part 92.2.

1.3 **Contract Administrator** means the Director of the Housing Finance and Community Redevelopment Division, or such other person designated by same in writing.

1.4 **County Administrator** means the administrative head of County appointed by the Board.

1.5 **County Attorney** means the chief legal counsel for County appointed by the Board.

1.6 **HOME Funds** means the HOME Program (as defined herein) funds provided to City under this Agreement, as set forth in Exhibit B to this Agreement.

1.7 **HOME Program** means the HOME Investments Partnerships Program established pursuant to Title II of the Cranston National Affordable Housing Act (42 U.S.C 1271 et seq.), with implementing rules and regulations set forth in 24 C.F.R. Part 92.

1.8 **Income Eligible Household** means a "low-income" or "very low-income" family, each as defined in 24 C.F.R. Part 92.2.

1.9 **Project** means the project provided and implemented by City, as described in Exhibit A to this Agreement.

1.10 **Project Completion** means when the Project meets certain conditions set by County for close-out, including but not limited to: construction completion (if applicable), title transfer (if applicable), property standards met, funds disbursed and final draw-down, completion information entered into HUD's Integrated Disbursement and Information System (IDIS), including beneficiary information for purchase assistance projects, and completion of all required reports and documentation required by County.

1.11 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 92, "HOME Investment Partnerships Program," 24 C.F.R. Part 91, "Consolidated Submissions for Community Planning and Development Programs," the applicable provisions under 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," Fair Housing Act, 42 U.S.C. 3601 et seq., Section 301 of the Housing and Urban-Rural recovery Act of 1983; Pub. Law No. 98-181, 97 Stat. 1155, CPD Notice 92-18, Procedures for the Cash and Management Information (CMI) System for the HOME Program, and any Executive Orders issued by the federal government or any final rule

changes set forth in the Federal Register impacting the HOME Program, as amended from time to time, and which are incorporated herein by reference.

1.12 **Subcontractor** means an entity or individual providing services to City for all or any portion of the Project. The term "Subcontractor" shall include all subconsultants.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A **Project Description**
Exhibit B **Budget**
Exhibit C **Project Timeline**
Exhibit D **Quarterly Progress Report**
Exhibit E **Request for Payment**
Exhibit F **Form of Mortgage and Note**
Exhibit G **Affirmative Marketing Policy**
Exhibit H **Homeowner Agreement**

ARTICLE 3. PROJECT

3.1 City shall provide and implement a Housing Rehabilitation Program for Income-Eligible Households in City as outlined in Exhibit A attached hereto.

3.2 City must comply with the Project Timeline set forth in Exhibit C. If City fails to meet any of the deadlines set forth in Exhibit C by sixty (60) days or more, County may terminate this Agreement in accordance with Article 11 of this Agreement. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

3.3 Monitoring and Reporting. County will carry out periodic monitoring and evaluation activities as determined necessary in County's discretion, and as required by applicable law. County has the right to conduct a full review of the Project at any time. County's evaluation of the Project will include, but not be limited to, compliance with the terms of this Agreement, and comparisons of planned versus actual progress relating to the Project's scheduling, budget, in-kind contributions, and output measures.

3.3.1 Upon County's request, City shall promptly furnish to County such records and information requested by County related to the Project.

3.3.2 City shall meet with County at reasonable times and with reasonable notice to discuss the Project.

3.3.3 City shall provide County with quarterly progress reports in substantially the form provided in Exhibit D, attached hereto or such other form as may be provided to City by County, in County's discretion ("Quarterly Progress Reports"). The Quarterly Progress Reports must be submitted to County no later than the tenth (10^{th}) calendar day following the end of the preceding quarter, provided that, if such date is a Saturday, Sunday, or holiday, the Quarterly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or holiday. For purposes of the Quarterly Progress Reports, the quarters shall be as follows: First quarter - October 1 through December 31; Second quarter - January 1 through March 31; Third quarter - April 1 through June 30; Fourth quarter – July 1 through September 30.

3.3.4 In addition to the Quarterly Progress Reports, City shall submit on a quarterly basis, and at other times upon the request of the Contract Administrator, information and status reports required by County or HUD on forms approved by the Contract Administrator.

3.3.5 The Parties shall cooperate in the preparation of any and all reports required under this Agreement. City shall furnish to County any information County requests for preparation of reports required under 2 C.F.R. Part 200, 24 C.F.R. Part 92, and the Rules and Regulations of HUD, including but not limited to, the consolidated plan, annual action plan, and the annual performance report. Any changes to the Project as described in the consolidated plan, and/or the annual action plan must be approved by County prior to implementation.

3.4 If the work, services, or activities for the Project fail to comply with the terms of this Agreement, or if, in County's judgment, City, or any Subcontractor, has violated federal guidelines or regulations, or the terms of this Agreement, County may issue a written stop order to City pursuant to which City must halt all work, services, or activities for the Project.

3.5 City shall ensure that the recapture and affordability restrictions set forth in 24 C.F.R. Part 92.254 are enforced by requiring that each person provided HOME Funds under this Agreement shall execute a mortgage and a promissory note in favor of County in the forms attached hereto as Exhibit F. City shall ensure that the amount of HOME Funds and the affordability period set forth in the mortgage and promissory note are consistent with the requirements of 24 C.F.R. Part 92.254 and Exhibit A hereto. The executed mortgage and promissory note shall be properly recorded by City and must be furnished to County within ten (10) days after recordation. City shall cooperate with County to modify and re-record any mortgages and notes to the extent modification is required for compliance with the Project terms submitted to HUD or this Agreement.

3.6 HOME Funds shall be provided by City only to Income Eligible Households.

3.7 City shall meet or exceed the standards described in Exhibit A, and all applicable codes, ordinances, statutes, and any other regulations imposed by any regulatory body or authority governing the design, permitting, construction, and approval of the rehabilitation performed under the Project.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

4.1 The maximum amount payable of HOME Funds to City under this Agreement shall be Ninety-nine Thousand Eight Hundred Fifty-eight Dollars ($99,858). This Agreement is subject to the availability of HOME Funds, as more specifically described in Articles 4 and 11. No County funds shall be payable under this Agreement. The HOME Funds payable under this Agreement are HOME Funds allocated by County to City in accordance with 24 C.F.R. Part 92 and are not designated as a fifteen percent (15%) Community Housing Development Organization set-aside.

4.2 If City is in compliance with the applicable Rules and Regulations of HUD and the terms of this Agreement, including the procedures for invoices and payments set forth in this article, County shall reimburse City for eligible Project expenses expended as set forth in Exhibit B, unless a suspension of payment as provided for in Section 4.9 of this Agreement has occurred. At no time shall County distribute HOME Funds to City if City is not in compliance with the terms of this Agreement or for any Project expenses sought to be reimbursed by City that are not eligible for reimbursement under the Rules and Regulations of HUD. If HUD reduces the HOME funding allocation to the HOME Consortium, County shall reduce City's allocation proportionately.

4.3 City may not request disbursement of HOME Funds under this Agreement until the funds are needed for payment of eligible costs under 24 C.F.R. Part 92.206. City shall invoice County monthly, in an amount limited to the amount needed, if eligible Project expenditures, in accordance with Exhibit B and 24 C.F.R. Part 92.206, have been made, by furnishing to County a request for payment in the form provided in Exhibit E, together with the following supporting documentation:

4.3.1 Documentation of costs associated with any City personnel providing any services for the Project, if applicable;

4.3.2 An executed copy of each Subcontractor contract authorizing work, services, activities, or purchase of materials for the Project, if applicable and not previously submitted to County;

4.3.4 A certified copy of the purchase order or other City document authorizing the work, services, activities, or materials for which City is invoicing;

4.3.5 A copy of all Subcontractor invoices for the Project indicating the work, services, or activities rendered or materials purchased and the dates for same, certified by City's engineer, architect, or administrator or manager of the Project, as applicable;

4.3.6 A certification from City's administrator or the administrator's authorized representative certifying that the work, services, or activities, or materials being invoiced have been received or completed;

4.3.7 Upon submittal of the final invoice for reimbursement of eligible Project expenditures made during the term of this Agreement, a final and complete Quarterly Progress Report, utilizing the form provided in Exhibit D or such other form as may be provided to City by County, in County's discretion; and

4.3.8 For reimbursement of the final billing requested by City, City must provide the following additional documentation:

(a) Evidence, satisfactory to County, of completion of all Project work and objectives;

(b) Copies of executed release forms from all Subcontractors;

(c) Final documentation, including applicable payroll documents, required under the Davis-Bacon Act (40 U.S.C. 276a-276a-7) and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 135, as applicable);

(d) Copies of final certified plans and drawings, if applicable;

(e) Copies of final permits for the Project, if applicable, and evidence that all permits for the Project have been closed;

(f) Final request for payment, in the form provided in Exhibit E, requesting reimbursement; and

(g) Any other documentation reasonably required by County in connection with reimbursement of the final billing amount.

4.4 Following receipt of invoices and supporting documentation, as described in Section 4.3, County shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. County may, in its discretion, deny a

reimbursement payment to City if City fails to provide any of the documentation required by Section 4.3 above. Upon determination by County that the items invoiced have been received or completed, County shall make payment to City the amount County determines to be payable. Payment for travel costs or travel-related expenses permitted under Exhibit B to this Agreement, if any, shall be made in accordance with Section 112.061, Florida Statutes.

4.5 City shall disclose to County any and all third-party funding, whether public or private, for the Project. No HOME Funds shall be used to supplant existing third-party funding.

4.6 City shall not be entitled to reimbursement for any invoices received by County later than sixty (60) days after the expiration or earlier termination of this Agreement.

4.7 County shall pay City within thirty (30) calendar days after receipt of City's Request for Payment for reimbursement of eligible Project expenses in accordance with County's Prompt Payment Ordinance, Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement, including the requirements of Section 4.3. Payment may be withheld for failure of City to comply with any term, condition, or requirement of this Agreement or the Rules and Regulations of HUD.

4.8 City shall expend the HOME Funds allocated to the Project by the end of the term of this Agreement. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of County. City shall ensure there is an expenditure of HOME Funds within twelve (12) months of the execution of this Agreement by the Parties, and thereafter, every ninety (90) days, to the greatest extent possible.

4.9 County may suspend payment under this Agreement for any of the following events:

4.9.1 Ineligible use of HOME Funds under this Agreement or the Rules and Regulations of HUD;

4.9.2 Failure to comply with the terms of this Agreement;

4.9.3 Failure to submit reports as required, including Quarterly Progress Reports, including beneficiary data, and a favorable audit report;

4.9.4 Submission of incorrect or incomplete reports in any material respect; and

4.9.5 Failure to comply with the indemnification obligations under this Agreement.

In the event County elects to suspend payment to City pursuant to this section, County shall specify the actions that must be taken by City as a condition precedent to resumption of payments, and specify a reasonable date by which City must take such actions.

4.10 HOME Funds that are not expended during the term of this Agreement and that are not provided to or reimbursed to City under this Agreement may be reallocated by County to other HOME Program projects approved for funding by the Board.

4.11 Any HOME Funds paid to City in excess of the amount to which City is finally determined to be entitled to under this Agreement shall be repaid to County within a reasonable period after demand, and if not paid, County may make an administrative offset against other requests by City for reimbursements.

4.12 City shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, with no markup. All Subcontractor fees shall be billed in the actual amount paid by City.

4.13 Notwithstanding any provision in this Agreement to the contrary, County shall not be required to reimburse City any HOME Funds under this Agreement if County is not able to obtain such funding from HUD for the payment of these costs, and County may withhold, in whole or in part, payment to City to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or due to City's failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.

4.14 Notwithstanding any provision in this Agreement to the contrary, in the event County is required to repay HUD any HOME Program funding received from HUD for the Project, pursuant to any repayment requirements set forth in 24 C.F.R. Part 92, or any other applicable Rules and Regulations of HUD, City must repay County such HOME Funds in accordance with the repayment provisions set forth in Section 9.5 of this Agreement.

ARTICLE 5. INDEMNIFICATION

5.1 To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify, hold harmless, and defend County and all of County's 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 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, City shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due City under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

5.2 For construction-related activities. To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of City and persons employed or utilized by City in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due City under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. These indemnifications shall survive the term of this Agreement.

ARTICLE 6. INSURANCE

6.1 City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

6.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

6.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and noncontributory basis. County's insurance requirements shall apply to City's self-insurance.

6.4 In the event City contracts with a Subcontractor to provide any of the services for the Project, City shall require that each Subcontractor procure and maintain insurance coverage that adequately covers each Subcontractor's exposure based on the services provided by that Subcontractor. City must ensure that all such Subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any Subcontractor to provide services for the Project until the insurance requirements of the Subcontractor under this section are met. If requested by County, City shall furnish evidence of insurance of all such Subcontractors.

6.5 County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 City certifies, to the best of its knowledge, that:

7.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of City, 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.

7.1.2 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 Agreement, City shall complete and submit to County Standard Form - LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 C.F.R. Part 87, in accordance with its instructions.

7.1.3 The language of this section shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subgrantees shall be required to certify and disclose accordingly.

7.2 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144) and Section 906 of the Cranston-Gonzalez National Affordable

Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, City represents and warranties that it has adopted and is enforcing policies within its jurisdiction that:

7.2.1 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and

7.2.2 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a nonviolent civil rights demonstration is being conducted.

7.3 Representation of Authority. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party, or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

7.4 Breach of Representations. In entering into this Agreement, City acknowledges that County is materially relying on the representations and warranties of City stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to City, to deduct from HOME Funds due to City under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all HOME Funds paid to City under this Agreement.

ARTICLE 8. GENERAL COMPLIANCE OBLIGATIONS

8.1 City shall comply with all applicable federal, state, and county laws, ordinances, codes, and regulations relating to the use of HOME Funds, including but not limited to the Rules and Regulations of HUD and requirements that may be imposed by the HOME Consortium. Any conflict or inconsistency between any federal, state, or county regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

8.2 City shall comply with 2 C.F.R. 92.356 regarding conflicts of interest and shall establish safeguards to prohibit its 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 association. Any possible conflict of interest on the part of City, its officers, employees, or agents shall be disclosed in writing to County.

8.3 City shall use its own procurement procedures for the procurements of property and services. City's procurement procedure shall comply with applicable federal, state, and local laws and regulations, including but not limited to, the procurement standards set forth in 2 C.F.R. Part 200, Subpart D, including but not limited to 2 C.F.R. Part 200.321. All contracts with Subcontractors for the Project shall contain any and all applicable required contract provisions set forth in 2 C.F.R. Appendix II to Part 200.

8.4 City shall comply with the requirements set forth in County's "Policies and Procedures Manual," as may be amended from time to time, and incorporated herein by reference. County will provide City with a copy of the manual and any amendments thereto.

8.5 City shall not use HOME Funds to support or engage in any explicitly religious activities, including but not limited to activities that involve overt religious content such as worship, religious instruction, or proselytization, in compliance with 24 C.F.R. Part 92.257 and 24 C.F.R. Part 5.109.

8.6 City shall not take actions designed to discourage affordable housing for sale or rent within the boundaries of County.

8.7 City shall comply with the requirements set forth in 24 C.F.R. Part 92, Subpart H, Other Program Requirements, and 24 C.F.R. Part 5, as applicable to the Project including but not limited to the following:

8.7.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 C.F.R. Part 1, which prohibit discrimination of persons on the basis of race, color, or national origin, including but not limited to exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which City receives federal financial assistance.

8.7.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), and implementing regulations at 24 C.F.R. Part 100 et seq., which prohibit discrimination of persons on the basis of race, color, religion, sex, and national origin in housing practices, and which require that no action be taken that is materially inconsistent with the obligation to affirmatively further fair housing.

8.7.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. Part 107.

8.7.4 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations at 24 C.F.R. Part 146, which prohibit discrimination of persons on the basis of age under any program or activity for which City receives federal financial assistance.

8.7.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 C.F.R. Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which City receives financial federal assistance.

8.7.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), and the implementing regulations set forth in 24 C.F.R. Part 40, which require certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.

8.7.7 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability in services, programs, and activities provided by state and local government entities.

8.7.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 135, as applicable), which provides for training, employment, contracting, and other economic opportunities for low- and very low-income persons.

8.7.9 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations and restrictions on lobbying set forth in 24 C.F.R. Part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).

8.7.10 The prohibitions set forth in 2 C.F.R. Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.

8.7.11 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 C.F.R. Part 2429.

8.7.12 The provisions relating to labor set forth in 24 C.F.R. Part 92.354 and the Davis-Bacon Act (40 U.S.C. 3141), which relates to all laborers and mechanics employed in the development of any part of the housing, and requires contracts to be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701).

8.7.13 The Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and the implementing regulations set forth in 24 C.F.R. Part 35, if applicable.

Notwithstanding the above, in compliance with 24 C.F.R. Part 92.504(c)(2)(vi), City does not assume County's environmental responsibilities described in 24 C.F.R. Part 92.352 and the intergovernmental review process in 24 C.F.R. Part 92.357.

8.8 City shall comply with the application requirements under 24 C.F.R. Part 5, Subpart L, in order to afford persons assisted with HOME Funds the protections required under the Violence Against Women Reauthorization Act of 2013 ("VAWA") (Public Law 113-4, originally codified in part at 42 U.S.C. Sections 13701 through 14040), which provides, in part, the following: notification of occupancy rights to applicants for housing and tenants, in accordance with 24 C.F.R. Part 5.2005(a); construction of lease terms and terms of assistance to avoid unwarranted determinations that a lease has been violated or needs to be terminated, in accordance with 24 C.F.R. Part 5.2005(c); and adoption of an Emergency Transfer Plan to enable appropriate tenant transfers to other units without undue procedural constraints, in accordance with 24 C.F.R. Part 5.2005(e), and 24 C.F.R. Part 92, Subpart H, 92.359, as applicable.

8.9 City shall comply with the recordkeeping and reporting requirements under this Agreement, 24 C.F.R. Part 92 (including 24 C.F.R. Part 92.520(e) and 24 C.F.R. Part 92.508), 2 C.F.R. Part 200, and 24 C.F.R. Part 5.168, as applicable, to enable County to comply with its recordkeeping and reporting requirements set forth in 24 C.F.R. Part 92.508 and 2 C.F.R. Part 200.

8.10 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, City shall provide County, HUD, and the Comptroller General of the United States, through any of their duly authorized representatives, access to any books, documents, papers, and records of City, or Subcontractors, which are directly pertinent to this Agreement for the purpose of making audits, examination, excerpts, and transcriptions. The rights of access granted under this section shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.

8.11 If applicable, City shall comply, and ensure that all Subcontractors comply, with the Section 3 clause requirements that follow, including the requirement to include the following language set forth in 24 C.F.R. Part 135.38 verbatim, in accordance with the provisions under 24 C.F.R. Part 135. References in the language below to "contract" shall mean this Agreement or any subcontract entered into pursuant to this Agreement, and references to "contractor" shall mean City or its subcontractors:

8.11.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

8.11.2 The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

8.11.3 The contractor agrees to send to each labor organization or representative of workers with which contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

8.11.4 The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any Subcontractor where the contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

8.11.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

8.11.6 Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

8.11.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8.12 In accordance with 24 C.F.R. Part 92.214(b), City shall not charge any servicing, origination, or other fees for the costs of administering the Project, except as permitted under 24 C.F.R. 92.214(b)(1).

8.13 Regardless of the HOME allocation year, in accordance with 24 C.F.R. Part 92.504(c)(5), City must enter into a written agreement with each homeowner, in substantially the form set forth in Exhibit H to this Agreement, that conforms with the requirements of 24 C.F.R. Part 92.254(a) and specifies the amount and form of HOME assistance, rehabilitation work to be undertaken, date for completion, and property standards to be met.

8.14 City shall ensure that the home rehabilitation performed pursuant to the Project complies with the property standards set forth in 24 C.F.R. 92.251(b), including but not limited to, (i) applicable state and local codes and ordinances, including zoning requirements and the Florida Building Code; (ii) lead-based paint testing and abatement, as needed, in accordance with 24 C.F.R. Part 92.355; (iii) the standards for major systems, set forth in 24 C.F.R. Part 92.251(b)(1)(ii); (iv) the accessibility standards of 24 C.F.R. Part 8, and Titles II and III of the Americans with Disability Act (42 U.S.C. 12131-12189), as applicable, and (v) uniform physical conditions standard, in accordance with 24 C.F.R. 5.703 and 24 C.F.R. 5.705.

ARTICLE 9 - FINANCIAL RESPONSIBILITY

9.1 City shall comply with the requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" and 24 C.F.R. Part 92.505. In accordance with 2 C.F.R. Part 200.101(b)(3), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, in the event any of the provisions of

federal statutes or regulations relating specifically to the HOME Program differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the HOME Program shall govern.

9.2 City shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and Chapter 10.550, Rules of the Auditor General, State of Florida, as applicable. The audit required under 2 C.F.R. Part 200 must be filed with County within one hundred twenty (120) days after the close of the fiscal year of City. All HOME Funds provided by County should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

9.3 City shall use HOME Funds provided under this Agreement only for eligible Project activities as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B.

9.4 City shall budget and expend all HOME Funds provided by County under this Agreement in accordance with County's "Procedures Manual for Subrecipients."

9.5 In addition to County's right to terminate this Agreement in accordance with Article 11, City shall be required to repay to County, in County's sole discretion, any HOME Funds determined by County or HUD to be ineligible for reimbursement under the terms of this Agreement, including but not limited to in the following events:

9.5.1 Use of any HOME Funds for ineligible Project expenses or activities, including any overpayments by County.

9.5.2 Any HOME Funds expended by City, or any of its Subcontractors, in violation of this Agreement.

9.5.3 Any HOME Funds expended under this Agreement and required to be repaid to HUD.

In the event City is required to repay County any HOME Funds pursuant to this section, City shall repay such funds from nonfederal resources within thirty (30) days after the notice provided by County, and if not paid, County may, in its sole discretion, elect to withhold payment on any subsequent request for payment by City, or reduce City's obligation to repay County by making an administrative offset against any request for payment. County, in its sole discretion, may reallocate any funds City repays to County pursuant to the terms of this Agreement to other eligible HOME Program projects. This provision shall survive the expiration or earlier termination of this Agreement.

9.6 City shall account for Program Income, repayments, or recaptured funds, as described 24 C.F.R. Part 92.503 (collectively referred to "Program Income" for purposes

of this Agreement), in accordance with the provisions of 24 C.F.R. Part 92.503. City shall report Program Income to County in the City's Quarterly Progress Reports. Any Program Income received by City after the Effective Date (as defined in Article 10) that was generated under this Agreement or any prior fiscal year HOME Program funding agreement with County shall be returned to County in accordance with 24 C.F.R. Part 92.503, relating to Program Income under the HOME Program. Unless otherwise provided in any Rules and Regulations of HUD, County may reallocate the Program Income to City's HOME funding award in County's next HOME Program funding cycle, subject to the retention of a ten percent (10%) administrative fee payable to County.

9.7 Reversion of Assets. Upon the expiration or earlier termination of this Agreement, City shall transfer to County any HOME Funds or Program Income on hand and any accounts receivable attributable to the use of HOME Funds under this Agreement.

9.8 Withdrawal from the HOME Consortium.

9.8.1 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, and receive HOME funding to operate its own HOME Program, County shall transfer to City any Program Income in County's possession and attributable to City's HOME funding allocation, on the effective date of City's withdrawal from the HOME Consortium. Upon such transfer of the HOME funding to City, City shall assume all obligations and responsibilities attributable to such HOME funding.

9.8.2 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is not designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in City's possession and attributable to City's HOME funding allocation during the period of time City was a HOME Consortium member. County shall retain all obligations and responsibilities attributable to such HOME funding.

9.8.3 If City elects to withdraw from the HOME Consortium, and if the applicable three (3) year consortia qualification period overlaps with the term of this Agreement, City must provide County with notice of termination of this Agreement for convenience as provided in Article 11, and City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in its possession that is attributable City's HOME funding allocation during the period of time City was a member of the HOME Consortium.

9.9 City shall comply with 24 C.F.R. Part 92.351, relating to affirmative marketing and minority outreach programs. City shall comply with the Affirmative Marketing Policy set forth in Exhibit G, relating to marketing of the Project to Income Eligible Households.

ARTICLE 10. TERM OF AGREEMENT

The term of this Agreement shall commence retroactively on October 1, 2020 ("Effective Date"), and shall end on September 30, 2022, unless terminated earlier or extended pursuant to the terms of this Agreement. City must ensure Project Completion prior to expiration of this Agreement. City must ensure Commitment of HOME Funds by no later than September 30, 2022. City shall expend the HOME Funds allocated to the Project within the term of this Agreement. City may submit a written request for an extension to the term of this Agreement to the Contract Administrator no less than one hundred and twenty (120) days prior to the expiration date of this Agreement. If the Contract Administrator approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.17.

ARTICLE 11. TERMINATION

11.1 This Agreement is subject to the availability of HOME Program funding from HUD. In the event that HUD terminates, suspends, discontinues, or substantially reduces the HOME Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon City's receipt from County of no less than twenty-four (24) hours' notice.

11.2 Termination for Cause.

11.2.1 In accordance with 2 C.F.R. Part 200.338, this Agreement may be terminated for cause by County, at the discretion of and through the County Administrator, if City fails to comply with any terms under this Agreement and has not corrected the breach within five (5) days after receipt of written notice from County identifying the breach. Any notice of termination provided by County pursuant to this section shall also provide City with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. City may file an appeal within five (5) days after receipt of County's notice of termination.

11.2.2 Termination for cause by County may include but is not limited to: (i) City's failure to meet any of the project deadlines set forth in Exhibit C, within sixty (60) days after the applicable deadline; (ii) City's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices; (iii) City's failure to comply with applicable federal, state, or local law or regulations, including the Rules and

Regulations of HUD; (iv) City's failure to repay County as provided for in Section 9.5; (v) City's failure to comply with the monitoring and reporting requirements of this Agreement, including the requirements of Section 3.3; (vi) City's material breach of the representations and warranties set forth in Article 7; or (vii) City's contracting with a Subcontractor who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 C.F.R. Part 2424. This Agreement may also be terminated for cause by County if a Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if a Subcontractor is placed on a "discriminatory vendor list" pursuant to Section 287.135, Florida Statutes, or upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes.

11.2.3 In the event this Agreement is terminated by County for cause, City shall repay to County any HOME Funds determined by County to be due in accordance with Section 9.5. County may, in its sole discretion, reduce City's obligation to repay County by making an administrative offset against any requests by City for payment up to the effective date of termination as provided in Section 11.4.

If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

11.3 Termination for Convenience. This Agreement may be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.4 In the event this Agreement is terminated for any reason, County may, in County's sole discretion, reimburse City upon receipt of a Request for Payment, utilizing the form provided in Exhibit E, for documented and committed eligible Project expenses, in accordance with the terms of this Agreement and Exhibit B, incurred by City prior to the date either party provides written notice of termination to the other party. For purposes of this Agreement, a documented and committed eligible Project expense means any verifiable committed expense, including but not limited to a purchase order for payment of materials and supplies, executed by City or Subcontractor on City's behalf, for Project activities under this Agreement. Notwithstanding the above, City shall not expend, or commit to expend, any funds for eligible Project expenses under this Agreement after either party provides written notice of termination to the other party. Any payment by County pursuant to this section is subject to the repayment provisions in Section 9.5, and County shall not be required to reimburse City for any or all of the

HOME Funds requested by City where County has determined that City failed to complete the Project in a manner complying with this Agreement or the Rules and Regulations of HUD.

11.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

11.6 In the event this Agreement is terminated for any reason, any amounts due City shall be withheld by County until all documents are provided to County pursuant to Section 12.1.

11.7 If City elects to terminate this Agreement, or withdraw from the HOME Consortium in accordance with the provisions set forth in 24 C.F.R. Part 92, Subpart C, City shall not be entitled to receive any unused portion of the HOME Funds.

ARTICLE 12 - MISCELLANEOUS

12.1 Rights in Documents and Works. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, City grants to County and the Federal Government a nonexclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by City, whether finished or unfinished, shall become the property of County, including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by City to the Contract Administrator within seven (7) days after termination of this Agreement by either party. Any compensation due to City shall be withheld until all documents are received as provided herein. City shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

12.2 Equal Employment Opportunity. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.3 Public Records. City shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

12.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City and its Subcontractors that are related to this Agreement. City and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All such books, records, and accounts of City and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and, upon request to do so, City or its Subcontractors shall make same available in written form at no cost to County.

City and its Subcontractors shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum of four (4) years after Project Completion, or until resolution of any audit findings, whichever is longer. In addition, City must comply with the records retention requirements set forth in 24 C.F.R. Part 92.508. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by City in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

City shall ensure that the requirements of this section are included in all agreements with its Subcontractors performing services for the Project.

12.5 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either County or City nor shall anything included herein be construed as consent by either County or City to be sued by third parties in any matter arising out of this Agreement. Both County and City are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

12.6 Independent Contractor. City is an independent contractor under this Agreement and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.7 Third Party Beneficiaries. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.8 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via 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. All documentation or payments required to be provided under this Agreement shall also be made at the address provided in this section.

For County:

Ralph Stone, Director
Broward County Housing Finance and Community Redevelopment Division
110 N.E. 3rd Street - Third Floor
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

For City:

David Santucci, City Manager
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441
Email address: Dsantucci@deerfield-beach.com

With a Copy to:
Bill Ganz, Mayor
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441
Email address: Web.commission@deerfield-beach.com

12.9 Assignment. Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. If City violates this provision, County shall have the right to immediately terminate this Agreement.

12.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving party.

12.11 Compliance with Laws. City and the Project, including any work, activities, or services provided by Subcontractors, shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including the Rules and Regulations of HUD, and any related federal, state, or local laws, rules, and regulations.

12.12 Severability. 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.

12.13 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

12.14 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

12.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the HOME Funds, or the Project, the more stringent state or federal provision shall prevail.

12.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.17 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and City. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 92. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile City's expenditures of HOME Funds, provided such changes do not result in an increase in the total amount of the HOME Funds. The written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

12.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

12.19 Payable Interest.

12.19.1 Payment of Interest. County shall not be liable to pay any interest to City for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof City waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

12.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent

jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.20 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by City to indemnify and insure, any representations and warranties of City, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

12.21 Further Assurance. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.22 Remedies. In the event of termination for cause, County may pursue any remedies available to it at law or in equity, including, without limitation, damages, specific performance, and criminal remedies.

12.23 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.24 Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

12.25 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

12.26 Use of County Logo. City shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: BROWARD COUNTY, through the County Administrator, authorized to execute same by action of the Board on the __ day of _____, 20__ (Agenda Item No. __), and _____, signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESSES:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

BROWARD COUNTY, by and through its County Administrator

By:_____
Bertha Henry

____ day of _____, 20___

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By:_____
Sandy Steed (Date)
Assistant County Attorney

By:_____
Annika E. Ashton (Date)
Deputy County Attorney

SS
FY 20-21 City of Deerfield Beach–HOME Rehabilitation.Doc
09/29/2020
#533731

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR HOUSING REHABILITATION PROGRAM FOR FISCAL YEAR 2020 – 2021

CITY

ATTEST:

By: _____
City Clerk (SEAL)

CITY OF DEERFIELD BEACH

By: _____
Mayor

____ day of _____, 20___

By: _____
City Manager

____ day of _____, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

By: _____
City Attorney

EXHIBIT A

PROJECT DESCRIPTION

Fiscal Year: FY 2020-2021

Project Description: City of Deerfield Beach
Housing Rehabilitation Program

HOME Funds Allocation: $99,858

Program Income: $0

Total Allocation: $99,858

Project Description:

HOME Funds in the amount of Ninety-nine Thousand Eight Hundred Fifty-eight Dollars ($99,858) provided to City under the Agreement shall be used for housing rehabilitation activities. A minimum of one (1) Income Eligible Household, as defined in Section 1.8 of the Agreement, shall be assisted in an amount up to $50,000 per Income Eligible Household, including all rehabilitation costs as defined in the Agreement and Exhibit B, as HOME eligible activities. Applicants will be processed by City on a first-come, first-served basis.

Program Summary

City shall ensure that each Income Eligible Household assisted with HOME Funds under the Agreement execute a Promissory Note and Mortgage in favor of County, which includes, but is not limited to, the following requirements:

- A five (5), ten (10) or fifteen (15) year term depending upon the loan amount and consistent with HOME affordability periods; 0% Deferred Payment Loan ("Loan").
- Loan due upon sale, transfer, lease, or if the property is no longer the primary residence of the homeowner before expiration of the Loan term.
- A percentage of the original balance of the Loan forgiven each year on the anniversary date of the Loan as follows: 20% for a 5-year loan, 10% for a 10-year loan, or 6.67% for a 15-year loan, provided the property remains the primary residence of the homeowner and the homeowner complies with the terms of the Promissory Note and Mortgage.
- County will follow County's subordination policy.

City will prepare and record all Mortgages and Promissory Notes in favor of County, in the form provided in Exhibit F.

ATTACHMENT 1 TO EXHIBIT A

PROGRAM DESIGN

The following types of properties are eligible for funding under the Agreement:

- Single family homes
- Condominium units
- Townhouses
- Villas

City will forward all original Mortgages and Promissory Notes with a recorded copy to the County within 30 days.

City will ensure that the Income Eligible Households list the County as an additional mortgagee on their insurance policies.

City shall comply with HUD Rules and Regulations governing the Project, including, but not limited to, the following:

- All rehabilitation shall be in compliance with applicable local codes and the Florida Building Code in accordance with 24 C.F.R. Part 92.251, Property Standards.
- Lead-based paint testing and abatement, as needed, in accordance with 24 C.F.R. Part 92.355.
- Income Eligible Household means a “low-income” or “very low-income” family, each as defined in 24 C.F.R. Part 92.2.
- Federal procurement procedures set forth in 24 C.F.R. Part 92.504(c)(4) are applicable to the selection of the contractor.
- Ensure compliance with the recapture and affordability restrictions set forth in the Agreement.

County will monitor all Mortgages and Promissory Notes recorded by City in favor of County.

County will prepare Subordination Agreements and Satisfactions of Mortgages, when requested by the homeowner, and as appropriate, if the requested subordination or satisfaction is in compliance with the County’s subordination policy and Sections 27.209 and 27.210 of the Broward County Administrative Code, as applicable.

County's subordination policy must be met for subordination to be considered:

- NO CASH OUT with HOME mortgages.
- Homeowner must retain at least 10% equity.
- Broward County must stay in second lien position.

City will ensure that each household has a written homeowner agreement in the form provided in Exhibit H as per HUD 24 C.F.R. 92.504(c)(5)(ii) prior to disbursing HOME funds.

- A five (5), ten (10), or fifteen (15) year term depending upon the loan amount and consistent with HOME affordability periods; 0% Deferred Payment Loan ("Loan").
- Loan due upon sale, transfer, lease, or if property is no longer the primary residence of the homeowner before the expiration of the Loan term.
- A percentage of the original balance of the Loan forgiven each year on the anniversary date of the Loan as follows: 20% for a 5-year loan, 10% for a 10-year loan, or 6.67% for a 15-year loan, provided the property remains the primary residence of the homeowner and the homeowner complies with the terms of the Promissory Note and Mortgage.

Housing Rehab	
Investment amount	**Affordability period**
Less than $15,000	5 years
$15,000-$40,000	10 years
More than $40,000	15 years

EXHIBIT B

BUDGET

Each cost category below reflects the proposed amount necessary to complete the Project by funding source(s).

CATEGORY		HOME FUNDS	OTHER FUNDING SOURCES	TOTAL
A.	Direct client subsidy	$78,704.30	$0	$78,704.30
B.	Home Inspections	$4,000.00	$0	$4,000.00
C.	Appraisals	$700.00	$0	$700.00
D.	Title Search	$250.00	$0	$250.00
E.	Lead and Mold testing	$750.00	$0	$750.00
F.	Lien Recording Fees	$475.00	$0	$475.00
G.	Contractual Costs	$14,978.70	$0	$14,978.70
H.	**TOTALS**	**$99,858.00**	**$0**	**$99,858.00**

BUDGET NARRATIVE

The Budget Narrative statements below provide a detailed justification for each cost category shown in the budget table for HOME funding sources utilized in financing the Project

A. Direct Client Subsidy: Cost of rehabilitation for a minimum of one (1) Income Eligible Household at a maximum of Fifty Thousand Dollars ($50,000). A balance of Twenty-eight Thousand Seven Hundred Four and 30/100 Dollars ($28,704.30) included in Category A will be leveraged with additional funding sources to assist one (1) additional Income Eligible Household, as applicable.

B. Home Inspections: Four Thousand Dollars ($4,000) allocated towards home inspections as needed.

C. Appraisals: Seven Hundred Dollars ($700) allocated for appraisals to determine property value upon completion of home repairs.

D. Title Search: Two hundred Fifty Dollars ($250) allowed for homes assisted.

E. Lead and Mold testing: Seven Hundred Fifty Dollars ($750) for homes assisted.

F. Lien Recording Fees: Four Hundred Seventy-five Dollars ($475) for homes assisted.

G. Contractual Costs: Fourteen Thousand Nine Hundred Seventy-eight and 70/100 Dollars ($14,978.70) allocated towards City's consultant that is providing Project implementation including applications, income certification, mold, “HQS” inspections, etc.

H. Total HOME Funds available under Agreement = **$99,858.00**

[Remainder of Page Intentionally Left Blank]

Allowable Cost for U.S. HUD Share of Budget

Federal cost principles for grants and contracts with state and local governments are set forth in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which contains a series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

(A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.

(B) Bad debts.

(C) Contingencies.

(D) Contribution and donations.

(E) Entertainment.

(F) Fines and penalties.

(G) Interest.

(H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

Personnel (Salary) costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with the City's overall employee compensation structure. City's compensation policy should not change as a result of obtaining a federal grant.

Fringe Benefit costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

Travel costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

Equipment costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

Material/Supplies cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

Subcontracts/Contractual Services must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable cost-reimbursement type subcontracts under grants.

Consultant agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

Construction costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance and Community Redevelopment Division's Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

Other costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

Leverage is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

EXHIBIT C

PROJECT TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

WORK TASKS	START-UP	COMPLETION
Identify and process Income Eligible Households	December 2, 2020	March 30, 2022
Provide Quarterly Progress Reports to County	October 1, 2020	September 30, 2022
Commence Work Write-Ups	March 2, 2021	March 31, 2022
Commence Repairs	June 1, 2021	June 30, 2022
Repairs Completed	July 1, 2022	July 31, 2022
Final Invoice to the County	August 3, 2022	August 31, 2022
Provide Final Report to County with Final Beneficiary Data	September 1, 2022	September 30, 2022

EXHIBIT D

QUARTERLY PROGRESS REPORT

Report Months Covered: _____ to _____, _____

Project Fiscal Year: _____ Date of Report: _____

I. Project Information.

City or Agency Name:

Project Title:

Project Start-up Date:

Project Completion Date:

Revised Completion Date if applicable:

Person Preparing the Report and Title:

Signature: _____

2. Project Cost (Includes expenditures not yet submitted for reimbursement)

	Fiscal Year Project Budget	Total Expenditures Up to Last Billing	Expenditures not yet submitted	Total Funds Expended To Date	Percentage Expended	Amount Encumbered to Date
Total Project	$	$	$	$	%	
HOME Funds	$	$	$	$	%	
Other Funding (specify source)	$	$	$	$	%	

3. Percent of Project completed to date: _____ %

4. **Declaration of Agency Program Income.**

Program Income/Recapture Amount: $_____ Funding Year FY: _____

Client Name: _____ City: _____

Address: _____ Date received by City: _____

Type of Activity (Rehab or DPA): _____ Date check sent to County: _____

5. **Indicate work tasks and qualified accomplishments completed during the period of this report. Indicate n/a if not applicable**

Work Tasks	Projected Yearly Project Performance	Status during period of this report (i.e., Underway or Completed)	Indicate number served during this report period only	Fiscal Year to Date Progress
Identify income-eligible households				
Intake/ Income Certification				
Work write-ups/Initial Inspection				
Pre-Bid				
Construction				
Appraisal				
Final Inspection				
Close-out or closing				
Recorded mortgage to County				

Beneficiary Information for clients being served this Report Period	Name 1. 2. 3. 4.	Address 1. 2. 3. 4.	City

6. **If project(s) are not on schedule, describe any delays or problems encountered, the reason, and related actions.**

7. **Did the City make any changes with regard to contractors/vendors associated with the project?** ☐no yes ☐

Please explain:

8. **<u>Did the City make or do they plan on making any Substantial Changes to its program relating to activities, purpose, allocation priorities, or more than a 50% change in funding or beneficiaries previously approved by the County Commission?</u>**

☐no yes ☐ Please explain:

Please complete the excel spreadsheet that follows for any completed projects. This will serve as a running total of beneficiary data.

[Remainder of Page Intentionally Left Blank]

DIRECT BENEFIT REPORT FORM

Please specify total number of persons or households (as applicable) assisted/served since execution of the Agreement.

5	HOMEOWNER DPA - HOUSEHOLD ACCOMPLISHMENT DATA																	
6	Subrecipient:																	
7	Accomplishment Period:			Is this a Final Report: *														
8	*Cells with an asterisk (*) have DROP DOWN OPTIONS-please click on cell below*																	
9																		
10	*LOCATION (TAB 1 IN IDIS)*																	
11	IDIS Activity Number	HOME Funding Year *	First Name	Last Name	Street Address	City	County	Zip Code	HOME Assisted Units	Unit Qualified as Energy Star*	Section 504 Accessible Units *	Property Type *	Total Completed Units	Applicable Lead Paint Requirement *	Lead Hazard Remediation Actions *	FHA Insured *	First Time Homebuyer *	Homebuyer Counseling Provided *	
12							Broward												
13							Broward												
14							Broward												
15							Broward												
16							Broward												
17							Broward												
18							Broward												
19		COSTS (TAB 2 IN IDIS)																	
20		*CHOOSE ONLY ONE HOME FUND TYPE-THIS FY ONLY!*							*ENTER APPLICABLE PUBLIC FUNDS (Fund Type/Name, Amount and FY)*									*ENTER APPLICABLE PRIVA*	
21																			
22																			
23	Last Name	Amortized Loan $	Grant $	Deferred Payment Loan $	Other $	Non-Recorded Fees $- Charged to this FY ONLY	Total $ (THIS FY HOME FUNDS)		Other Federal Fund Type- Fund Name	Other Federal Fund $	Other Federal Fund FY	Other State Fund Type - Fund Name	Other State Fund $	Last Name	Tax Exempt Bonds	Total $	Last Name	Private Loans $	Owner Cash Contribution $
24	0						$ -							0		$ -	0		
25	0						$ -							0		$ -	0		
26	0						$ -							0		$ -	0		
27	0						$ -							0		$ -	0		
28	0						$ -							0		$ -	0		
29	0						$ -							0		$ -	0		
30	*BENEFICIARIES (TAB 3 IN IDIS)*																		
31	Unit Number	Number of Bedrooms *	Occupant*	% Median Income *	Hispanic or Latino *	Race *	Household Size *	Household Type *	Assistance Type*										
32																			
33																			

EXHIBIT E
REQUEST FOR PAYMENT

HOME Investment Partnerships Grant Program
Fiscal Year 2020 to 2021

Contract Period: _____ to _____

1. Project Name:			
2. Organization: **Telephone Number:**			
3. Billing Number:			
4. Billing Period Covered:			
5. % of Total Contract, Expended through this Billing:			
6. Cost Categories	**Total Expenditures Up to Last Billing**	**Expenditures This Billing**	**Total Expenditures To Date**
A. Project Costs			
Salary and Fringes			
Contractual			
Construction (Retainage)			
Construction (All other construction costs)			
Other Project Costs			
Total Expenditures			
Funds Obligated: (By Funding Agreement)			
Balance			
B. In-kind			

7. Details of Request for Payment (Attach copies of Invoices, Other Applicable Documentation)			
Vendor Name	**Invoice # (If Applicable)**	**Description of Service**	**Amount**

Total Request for Reimbursement $ _____

8. Certification:

I certify that Items 1 - 7 of this billing are correct and just and are based upon obligation(s) of record for the Project; that the work and services are in accordance with the Broward County approved Agreement, including any amendments thereto; and that the progress of the work and services under the Agreement for the Project are satisfactory and are consistent with the amount billed.

_____ _____

Signature and Title of Authorized Official **Date**

EXHIBIT F
FORM OF MORTGAGE AND PROMISSORY NOTE

Return recorded document to:
Broward County
Housing Finance and Community Redevelopment Division
110 N.E. 3rd Street, Suite 203
Fort Lauderdale, Florida 33301

Document prepared by:
[INSERT NAME OF PREPARER]
[INSERT ADDRESS OF PREPARER]

HOME MORTGAGE TO SECURE LOAN

FOR HOUSING REHABILITATION
Form Version: September 2020

THIS HOME MORTGAGE TO SECURE LOAN ("Mortgage") made this ___ day of _____, 20__, between _____, a _____, whose address is _____ (hereinafter referred to as "Mortgagor"), and BROWARD COUNTY, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter referred to as "Mortgagee").

A. Mortgagor is indebted to Mortgagee in the principal sum of _____ **Dollars ($000.00)** ("Loan"), which indebtedness is evidenced by Mortgagor's HOME Promissory Note of even date herewith ("Note"), attached hereto as Exhibit A.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, Mortgagor does hereby mortgage, grant, and convey to Mortgagee the property described in Attachment A, located in the County of Broward, State of Florida, together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property."

Mortgagor agrees to secure to Mortgagee the payment of the Note, payable to Mortgagee, and agrees to comply with the terms and conditions set forth in 24 C.F.R. Part 92, HOME Investment Partnerships Program, including the applicable affordability periods established by the Broward County Housing Finance and Community Redevelopment Division.

The sums secured under this Mortgage are provided in the form of a zero percent (0%) interest rate, deferred payment, forgivable loan. [___ percent (__%) of the initial Loan principal amount shall be forgiven each year on the anniversary of the date of execution of the Note, provided the Mortgagor complies with all the terms of this Mortgage and the Note.] Upon the expiration of the term of this Mortgage as provided in Section 2 hereof, so long as Mortgagor has complied with all the terms of this Mortgage and the Note, and no Event of Default has occurred or is occurring, the Mortgage shall be deemed satisfied and, upon request of Mortgagor, Mortgagee shall execute a Satisfaction of Mortgage. Mortgagor shall pay all costs of recordation of the Satisfaction of Mortgage, if any. If, however, the Mortgagor sells or transfers title to the Property used to secure this Mortgage prior to the full term of the Loan, or fails to comply with any terms and conditions of this Mortgage or the Note, the outstanding principal amount of the Note securing this Mortgage shall immediately become due and payable to Mortgagee.

This Mortgage shall be a _____ [*insert position*] mortgage on the Property.

Mortgagor hereby further covenants and agrees as follows:

1. **Payment of Principal.** Mortgagor shall pay when due the outstanding principal under the Note in accordance with the terms of the Note.

2. **Term of Mortgage.** The term of this Mortgage shall be [____] (__) years from the date of execution of the Note.

3. **Charges.** Mortgagor shall pay, prior to becoming delinquent, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, when due, directly to the payee thereof. Mortgagor shall promptly furnish to Mortgagee receipts evidencing such payments.

4. **Insurance.**

(a) Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including but not limited to floods, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Mortgagee requires.

(b) The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagee's right to disapprove Mortgagor's choice, which right shall not be exercised unreasonably. All premiums on insurance policies shall be paid by Mortgagor, when due, directly to the insurance carrier.

(c) All insurance policies required by Mortgagee and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Mortgagee as mortgagee and/or an additional loss payee. Mortgagee shall have the right to hold the policies and renewals thereof, and Mortgagor shall promptly furnish to Mortgagee all rental notices and all receipts of paid premiums.

(d) In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and the Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. Unless Mortgagee and Mortgagor otherwise agree in writing, any insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor.

(e) If Mortgagor abandons the Property, Mortgagee may file, negotiate, and settle any available insurance claim and related matters. If Mortgagor does not respond within thirty (30) days to a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may settle the claim. In either event, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

(f) If, under Section 16 hereof, the Property is acquired by Mortgagee, all right, title, and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property, prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. **Purpose of Mortgage.** It is expressly agreed and understood that this Mortgage secures the indebtedness and the obligation of the Mortgagor with respect to the Loan, as the same is evidenced by the Note, and all renewals, extensions, and modifications thereof. This Mortgage shall not be deemed released, discharged, or satisfied until the entire indebtedness evidenced by the Note is satisfied in full.

6. **Representations and Warranties**. Mortgagor represents and warrants that: (a) there are no actions, suits, or proceedings pending or threatened against or affecting Mortgagor or any portion of the Property, or involving the validity or enforceability of this Mortgage or the priority of its lien, (b) Mortgagor is not in default under any other indebtedness or with respect to any order, writ, injunction, decree, judgment or demand of any court or any governmental authority; and (c) in connection with the Loan, Mortgagor has not made any material misrepresentations of fact relating to Mortgagor's income and eligibility for the Loan.

7. **Primary Resident.** As an inducement for Mortgagor to make the Loan, Mortgagor hereby

agrees to and covenants that Mortgagor will be the primary resident(s) of the Property during the entirety of the term of the Mortgage and Note.

8. **Care of Property**.

(a) No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of Mortgagee. Mortgagor will not make, permit, or suffer any alteration or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements, if any, required to be made with the proceeds of the Loan, nor will Mortgagor use, or permit or suffer the use of, any of the Property for any purpose other than the purpose or purposes for which the same is now used, without the prior written consent of Mortgagee.

(b) Mortgagor will maintain the Property in good condition and state of repair and will not suffer or permit any waste to any part thereof, impairment, or deterioration of the Property, or make or permit to be made to the Property any alterations or additions that would have the effect of materially diminishing the value thereof or take or permit any action that will in any way increase any ordinary fire or other hazard arising out of the construction or operation thereof and will promptly comply with all of the requirements of federal, state, and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof. If all or any part of the Property shall be damaged by fire or other casualty, the Mortgagor shall promptly restore the Property to the equivalent of its original condition regardless of whether or not there shall be any insurance proceeds therefore. If the Property or any part thereof is damaged by fire or any other cause, the Mortgagor shall give immediate written notice of same as soon as practicable to Mortgagee. If a part of the Property shall be physically damaged through condemnation, the Mortgagor shall promptly restore, repair, or alter the remaining property in a manner satisfactory to the Mortgagee. Mortgagee's approval of such restorations, repairs, or alterations shall not be unreasonably withheld.

9. **Transfer of the Property; Assumption.**

(a) No part of the Property or an interest therein shall be sold or transferred by Mortgagor without the written consent of Mortgagee. If Mortgagor sells or transfers any interest in the Property, the outstanding principal amount of the Note secured by this Mortgage shall become immediately due and payable. If the outstanding principal amount of the Note becomes due and payable, Mortgagee shall provide Mortgagor notice of acceleration, in accordance with Section 16 hereof. Mortgagor shall pay the sums declared due and payable within thirty (30) days after the date of the notice. If Mortgagor fails to timely pay such sums, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted by Section 17 hereof.

(b) Mortgagee may, at Mortgagee's option, waive its option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Property is to be sold or transferred to reach an agreement in writing that the credit of such person is satisfactory to Mortgagee, that the interest payable, if any, on the sums secured by the Mortgage shall be at such rate as Mortgagee shall request, and that all applicable income and affordability restrictions are met. Mortgagee shall release Mortgagor from the obligations under this Mortgage and the Note only if (i) Mortgagee waives its option to accelerate pursuant to this paragraph, and (ii) Mortgagor's successor in interest has executed a written assumption agreement, in form and substance satisfactory to Mortgagee, pursuant to which the successor in interest acquires all of Mortgagor's obligations under the Mortgage and the Note.

10. **Hazardous Substances.** Mortgagor shall not use, generate, store, or dispose of Hazardous Materials on the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Laws. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit, or other action, of which the Mortgagor has actual knowledge, by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Laws. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary

remedial actions in accordance with Environmental Laws, and provide Mortgagor notice thereof. As used in this section, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Laws, including but not limited to the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this section, "Environmental Laws" means federal, state, and local laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection, including but not limited to the Federal Resource Conservation and Recovery Act and the Federal Comprehensive Environmental Response, Compensation and Liability Act.

11. **Compliance with Laws**. Mortgagor shall comply with all federal, state, and local laws applicable to the Loan and the Property, including all requirements of the U.S. Department of Housing and Urban Development and 24 C.F.R. Part 92, as may be amended from time to time.

12. **Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants or agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy, Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including but not limited to disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

13. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor reasonable notice prior to any such inspection.

14. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. The proceeds referred to in this paragraph shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor or, if after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date of such notice, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage.

15. **Event of Default.** The term "Event of Default," wherever used in this Mortgage, shall mean any one or more of the following events:

A. Failure by Mortgagor to duly keep, perform, and observe any other covenant, condition, or agreement in the Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, for a period of ten (10) days after Mortgagor gives written notice specifying the breach.

B. If Mortgagor or any endorser or guarantor of the Note shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution, or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of the Mortgage for all or any of the properties of Mortgagor or of any guarantor or endorser of the Note; or if within thirty (30) days after commencement of any proceeding against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief, or similar relief under any present or future federal, state, or other statute or law, such proceeding shall not have been dismissed or stayed on appeal; or if within the thirty (30) days after appointment without the consent or acquiescence of Mortgagor or of any endorser or guarantor of the Note, of any trustee, receiver, or liquidator of Mortgagor or any endorser or guarantor of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten (10) days after the expiration of any such stay, such appointment shall not have been vacated.

C. The entry by any court of last resort of a decision that an undertaking by the Mortgagor as herein provided to pay taxes, assessments, levies, liabilities, obligations or encumbrances is legally inoperative or cannot be enforced, or in the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose or the manner of collection of any such taxes, so as to effect adversely this Mortgage or the debt secured hereby unless Mortgagor can and does in a proper and legal manner, pay any and all sums of whatever kind which may be incurred or charged under such new or modified law.

D. If foreclosure proceedings should be instituted on any mortgage inferior or superior to the Mortgage, or if any foreclosure proceeding is instituted on any lien of any kind which is not dismissed or transferred to bond within thirty (30) days after the service of foreclosure proceedings on Mortgagor.

E. Any default under any mortgage that is superior or inferior to the Mortgage. Mortgagor shall have the affirmative obligation to immediately notify Mortgage in writing of the occurrence or existence of any such default.

F. Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note or this Mortgage related to the funding assistance provided.

G. Any action prohibited herein.

H. The transfer or lease of the Property to a third party.

I. The abandonment or vacation of the Property by Mortgagor whereby said Mortgagor ceases to reside and occupy the Property as his or her principal residence.

16. **Acceleration; Remedies.** Except as provided in Section 9(b) hereof, upon the occurrence of an Event of Default, Mortgagee, prior to acceleration, shall mail notice to Mortgagor as provided in Section 20 hereof specifying: (1) the Event of Default; (2) the action required to cure such Event of Default; (3) a date, not less than thirty (30) days after the date the notice is received by Mortgagor, by which such Event of Default must be cured to the satisfaction of Mortgagee; and (4) that failure to cure such Event of Default on or before the date specified in the notice may result in any action in law or equity, as Mortgagee determines to be most effectual to enforce Mortgagor's obligations, including an action for specific performance, acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of an Event of Default or any other defense of Mortgagor to acceleration and foreclosure. If the Event of Default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorneys' fees and costs of title evidence. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the first position mortgage on the Property, shall receive title to the Property free and clear from provisions, if any, in this Mortgage restricting the use of the Property to low or moderate-income households, restricting the ability to sell the Property, or otherwise imposing occupancy requirements on the Property.

17. **Remedies Cumulative.** All remedies provided in this Mortgage are separate, distinct, and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively. No act of Mortgagee shall be construed as an election to proceed under any provision or covenant herein to the exclusion of any other, notwithstanding anything herein to the contrary.

18. **Mortgagor's Right to Reinstate.** Notwithstanding the Mortgagee's right to acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings initiated by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage had no acceleration occurred; (b) Mortgagor cures all breaches of this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this

Mortgage, including but not limited to reasonable attorneys' fees; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien secured by this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall remain in full force and effect as if no acceleration had occurred. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Recordation.** This Mortgage and the Note shall be recorded in the Public Records of Broward County, Florida.

20. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice to Mortgagor or Mortgagee provided for in this Mortgage shall be given by mailing such notice by certified mail, return receipt requested, addressed to the party for whom it is intended at such party's respective address set forth above in the introductory paragraph to this Mortgage.

21. **Governing Law.** This Mortgage shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Mortgage shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Mortgage must be litigated in federal court, the exclusive venue shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. All meetings to resolve said dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism, will take place in this venue. The parties both waive any defense that the venue in Broward County is not convenient. **BY ENTERING INTO THIS MORTGAGE, MORTGAGOR AND MORTGAGEE HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MORTGAGE.**

22. **Attorneys' Fees and Costs**. As used in this Mortgage and in the Note, "attorney's fees" shall include those fees and costs, if any, which may be awarded by a trial or appellate court.

23. **Heirs, Successors, and Permitted Assigns; No Oral Modifications**. This Mortgage shall be binding upon and shall extend to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns. This Mortgage is not subject to modification other than by a written document or instrument executed by Mortgagor and Mortgagee.

24. **Jointly and Severally Bound**. Mortgagor and others who may become liable for all or any part of the obligations under this Mortgage, hereby agree to be jointly and severally bound by this Mortgage and jointly and severally waive demand, protest, notice of nonpayment, and any and all lack of diligence or delays in collection or enforcement hereof, and specifically consent to any extension of time, release of any party liable for this obligation, including any maker, or acceptance of other security therefor. Any such extension or release may be made without notice to said party and without in any way affecting the liability of such party.

25. **No Waiver; Mortgagor Not Released**. It is expressly agreed and understood that a waiver by Mortgagee (which waiver shall only be valid if given in writing) of any right or rights conferred to it hereunder with regard to any one transaction or occurrence shall not be deemed a waiver of such right or rights to any subsequent transaction or occurrence. It is further agreed that any forbearance or delay by Mortgagee in enforcement of any right or remedy hereunder shall not constitute or be deemed a waiver of such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage. An extension of time for payment or a modification of the amortization of the sums secured by this Mortgage granted by Mortgagee to Mortgagor or any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of Mortgagor or Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the amortization of the sums secured by this Mortgage by reason of any demand made by the Mortgagor or Mortgagor's successor in interest.

26. **Severability**. If any provision, or part thereof, contained in this Mortgage is, for any reason, held to be invalid, illegal, unenforceable in any respect, or in conflict with applicable law, such invalidity, illegality, unenforceability, or conflict shall not affect any other provision (or remaining part of the affected provision) of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal, unenforceable, or conflicting provision (or part thereof) had never been contained herein, but only to the extent it is invalid, illegal, unenforceable, or in conflict with applicable law.

27. **Captions**. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

28. **Further Assurances**. Mortgagor shall cooperate with County to modify and re-record this Mortgage and/or the Note to the extent modification is required (i) to correct any defect or error in the Mortgage and/or Note, or (ii) for compliance with applicable federal, state, or local law.

IN WITNESS WHEREOF, MORTGAGOR, _____, has executed this Mortgage.

WITNESSES:

Sign Name: _____

Print Name: _____

Sign Name: _____

Print Name: _____

MORTGAGOR

By:_____

_____.
(Print or Type Name)

___ day of _____, 20__.

By:_____

_____.
(Print or Type Name)

___ day of _____, 20___.

STATE OF FLORIDA)
) SS
County OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____, who is personally known to me or who has produced _____ as identification.

_____

Print Name: _____

Notary Public, State of Florida at Large
Commission No._____

My Commission Expires:

ATTACHMENT A

To

Mortgage to Secure Loan for HOME Activities

Legal Description:

Parcel Identification Number:

Street Address:

EXHIBIT A TO MORTGAGE

HOME PROMISSORY NOTE
HOUSING REHABILITATION
Forgivable Loan

$ (Amount to be inserted) _____, 20__

FOR VALUE RECEIVED, the undersigned _____ ("Maker"), whose address is _____Florida 33___, promises to pay to the order of BROWARD COUNTY, a political subdivision of the State of Florida, hereof ("Holder") at Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, or such other location or address as Holder may from time to time designate in writing, the principal sum of _____ Dollars ($000.00) ("Loan") to be paid in lawful U.S. currency.

1. The real property ("Property") securing this Loan is legally described as set forth in Exhibit A attached. This HOME Promissory Note ("Promissory Note") is secured by a HOME Mortgage to Secure Loan ("Mortgage") of even date herewith executed in favor of Holder, and recorded simultaneously therewith in the Public Records of Broward County, Florida, encumbering the Property, subject to no exceptions.

2. Holder is a recipient of HOME Investment Partnerships Program ("HOME") grant funds from the United States Department of Housing and Urban Development ("HUD") for eligible activities set forth in 24 C.F.R. Part 92.

3. The Loan provided under this Promissory Note is a zero percent (0%) interest rate, deferred payment, forgivable loan. [___ percent (__%) of the initial Loan principal amount shall be forgiven each year on the anniversary of the date of execution of this Promissory Note, provided the Maker complies with all the terms of the Mortgage and this Promissory Note.] On the anniversary date of the ___ (___) year of the date of execution of this Promissory Note, the Mortgage shall be deemed satisfied, and the outstanding principal amount of this Promissory Note shall be forgiven if Maker is in compliance with the terms of the Mortgage and this Promissory Note. If, however, Maker (i) sells or transfers title to the Property used to secure this Promissory Note prior to the full term of the Loan, (ii) fails to utilize the Property for the purposes stated in the Mortgage, or (iii) fails to comply with the terms and conditions of the Mortgage, the outstanding principal amount of this Promissory Note shall immediately become due and payable to Holder.

4. Upon completion of the term of this Promissory Note and payment of all amounts due hereunder, if any, and provided that Maker complies with all other covenants and conditions of the Mortgage and this Promissory Note, then this Promissory Note and the Mortgage shall terminate and, upon request of Maker, Holder shall execute a Satisfaction of Mortgage.

5. If this Promissory Note is reduced to judgment, such judgment shall bear the statutory interest rate on judgments.

6. This Promissory Note may be prepaid in whole or in part at any time, without penalty or premium. Any prepayment hereunder shall be applied first to unpaid costs of collection, servicing fees, and late charges, if any, then to accrued, deferred, and unpaid interest, and the balance, if any, to the principal balance.

7. In the event of default in the terms or conditions of this Promissory Note, and if the same is

enforced by an attorney at law, Maker hereby agree(s) to pay all costs of collection, including reasonable attorney's fees. Notwithstanding any of the preceding provisions, Holder shall be entitled to collect a late fee on any principal amount due and payable by Maker, in such amount as may have been adopted by Resolution of the Broward County Board of County Commissioners and set forth in the Broward County Administrative Code, at the time of the execution of this Promissory Note.

8. Except for any notice required under applicable law to be given in another manner, all notices under this Promissory Note shall be provided as specified in Section 20 of the Mortgage.

9. No delay or omission on the part of Holder in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Promissory Note. No waiver of any of Holder's rights under this Promissory Note shall be binding upon Holder unless Holder approves such waiver in writing. A waiver by Holder of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right or remedy as to any future occasion.

10. This Promissory Note shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Promissory Note shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Promissory Note must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS PROMISSORY NOTE, MAKER AND HOLDER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PROMISSORY NOTE.**

11. In the event that any provision of this Promissory Note is held to be unenforceable under the law, all remaining provisions of this Promissory Note shall be binding, valid, and enforceable.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, MAKER, _____, has executed this Note.

WITNESSES:

Sign Name: _____

Print Name: _____

Sign Name: _____

Print Name: _____

MAKER

By:_____

_____
(Print or Type Name)

___ day of _____, 20__.

By:_____

_____
(Print or Type Name)

___ day of _____, 20___.

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, as _____, who is personally known to me or who has produced _____ as identification.

_____

Print Name: _____

Notary Public, State of Florida at Large

Commission No._____

My Commission Expires:

EXHIBIT A [to Promissory Note]
LEGAL DESCRIPTION

EXHIBIT G

AFFIRMATIVE MARKETING POLICY

A. AFFIRMATIVE MARKETING:

1. DISSEMINATION OF INFORMATION

The following methods shall be used to inform the public, owners, and potential tenants about Federal Fair Housing Laws, compliance with 24 CFR 92.35, Affirmative Marketing; minority outreach program, and the marketing policy of the Housing Finance and Community Redevelopment Division.

From time to time, City shall canvass the eligible areas disseminating program and fair housing information flyers to tenant associations, civic associations, public service agencies, tenant groups, civic and fraternal organizations, churches, housing counseling, consumer affairs, business and non-profit groups.

Public service announcements will be made on radio and television stations. Press releases will be placed in newspapers and other publications circulated widely in target areas.

The Equal Housing Opportunity logo will be used on all printed materials.

2. PRACTICES AND PROCEDURES

City must adhere to the following requirements and practices in order to carry out the affirmative marketing policies of the Housing Finance and Community Redevelopment Division.

Advertise in circulars and periodicals having wide distribution in target areas. Display leaflets, brochures, and other printed materials containing the equal housing logo in conspicuous locations at places frequented by potential tenants and persons least likely to apply for the rental housing.

3. SPECIAL OUTREACH

City shall endeavor to notify the public of its programs by conducting special outreach activities including, but not limited to, community organizations, places of worship, employment centers, fair housing groups, and housing counseling agencies.

4. FAILURE TO COMPLY WITH REQUIREMENTS

Failure on the part of City to comply with the affirmative marketing requirements provided herein, or to cure or remedy identified violations within thirty (30) days of
notification of violations by the Division shall result in suspension of undisbursed HOME Funds under the Agreement.

B. CIVIL RIGHTS

No person shall be discriminated upon based on race, color, sex, age, marital status, disability, religion, or national origin in the rental, lease, sale, or use of the property to be constructed with HOME Investment Partnerships Program (HOME) Funds obtained through the HOME Program in

accordance with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and the Fair Housing Amendment Acts of 1988, 42 U.S.C. 3601 et seq., and implementing regulations set forth in 24 CFR Parts 100, 103, and 104.

C. INTEREST OF PUBLIC BODY

No member of the governing body of Broward County or City or any employee of the Housing Finance and Community Redevelopment Division or City may have any interest, direct or indirect, in the proceeds of any loan or in any contract entered into by the borrower for the performance of work financed, in whole or in part, with the proceeds of the loan.

D. DISPLACEMENTS

Multi-family housing projects are designed to increase the supply of rental housing for low and very low-income families. However, in the event that displacement occurs, relocation will be conducted in accordance with 24 CFR Part 92.353, Displacement, relocation, and acquisition, and information on this policy may be obtained from the Broward County Housing Finance and Community Redevelopment Division, 110 N.E. 3rd St., Third Floor, Fort Lauderdale, Florida 33301.

The existing evaluation and monitoring activities conducted by the Housing Finance and Community Redevelopment Division will be applied to the HOME Program to ensure compliance with local and federal policies, regulations, and required reports. In instances of noncompliance, corrective action will be taken.

[Remainder of Page Intentionally Left Blank]

EXHIBIT H

BROWARD COUNTY HOME PROGRAM
HOME/Housing Rehabilitation Program Agreement

Funding Year: Fiscal Year 20[__] – 20[__] [*Insert fiscal year that funding was allocated to Agency*]
Reporting Year: Fiscal Year 20[__] – 20[__] [*Insert fiscal year that funding was allocated to Homeowner*]

Homeowner(s): _____

_____

Property Address: _____

_____

Funding Amount: _____ **Property Value (Prior to Rehabilitation)**: _____

Property Value after Rehabilitation: _____

This Agreement is entered into by City of Deerfield Beach ("the Agency") and the Homeowner/s noted above ("Homeowner (s)"). Agency and Homeowner(s) collectively referred to as "the Parties".

WITNESSETH:

A. Agency is a member of Broward County ("Participating Jurisdiction")'s HOME Consortium.

B. As a member of the HOME Consortium, the Agency has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, and from the U.S. Department of Housing and Urban Development (hereinafter called "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994.

C. Pursuant to that certain Agreement providing for Disbursement of HOME Program Funds between Agency and Participating Jurisdiction, Agency has agreed to use the HOME funds to finance a Housing Rehabilitation Program and meet the requirements as set forth in 24 C.F.R. Part 92, as amended or waived by HUD.

NOW THEREFORE, the Parties covenant and agree as follows:

1. AFFORDABILITY PERIOD
The property must remain affordable for a term of _____ years (the "Affordability Period"), or until the first of the following events occur: (1) Homeowner(s) sell, transfer or dispose of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) Homeowner(s) no longer occupy the unit as their principal residence; or (3) Homeowner(s) dies, or if a married couple, the survivor dies.

2. FUNDING AMOUNT AND FORM OF ASSISTANCE

Agency will provide a Forgivable Deferred Payment Loan in an amount up to $_____ Dollars at Zero (0%) percent interest, evidenced by a Mortgage and Promissory Note in favor of the Participating Jurisdiction, for a period no less than and not to exceed the Affordability Period identified in Paragraph 1 above. [___ percent (__%) of the initial Loan principal amount shall be forgiven each year on the anniversary of the date of execution of the Promissory Note, provided the Mortgagor complies with all the terms of the Mortgage and the Promissory Note.]

3. RECAPTURE/RESALE PROVISIONS

Recapture provisions will apply pursuant to 24 C F.R. 92.254 upon one or more of the following events: (1) Homeowner(s) sell, transfer or dispose of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) Homeowner(s) no longer occupy the unit as their principal residence; or (3) Homeowner(s) dies, or if a married couple, the survivor dies. If the housing does not continue to be the principal place of residence for Homeowner(s) for the entire duration of the Affordability Period, then recapture provisions will apply.

Pursuant to 24 CFR 92.254 (a) (5) (ii) (A)(2), the Agency will require homeowners to repay the outstanding amount of the HOME Promissory Note if any of the stated recapture events occur.

Agency and Participating Jurisdiction will NOT exercise a resale provision pursuant to 24 C.F.R. 92.254(a)(5).

These and other repayment provisions shall be enforced via the Promissory Note and/or Mortgage, which will also be executed at closing, in favor of Participating Jurisdiction.

4. PROGRAM REQUIREMENTS

The Agency and the Homeowner(s) agree to comply with these program requirements, as set forth in the HOME regulations (24 C.F.R. 92 Subpart F and 24 C.F.R. 92.254(b)) as follows:

a) **Income Eligible**: The Homeowner(s) have certified that at the time of application and approval, their annual income does not exceed eighty (80%) percent of the median income for the area, as determined by HUD, with adjustments for family size;
b) **Principal Residence**: The Homeowner(s) certify that the property is and will continue to be their principal residence during the Affordability Period;
c) **Property Value**: The property is single-family housing located within the jurisdiction of the Agency's HOME Program and has an after rehabilitation or construction appraised value equal or less than $[_____], which is less than ninety-five percent (95%) of the area median sales price. The Agency has reviewed the household income and the property value requirements in accordance with the HOME Program requirements, and has approved the Homeowner(s) and property as eligible for funding;
d) **Property Maintenance**: The Homeowner(s) must maintain the property, including payment of property taxes, property insurance and flood insurance (if applicable) and homeowner's insurance, during the Affordability Period. The Participating Jurisdiction will be named as Additional Mortgagee on all property and flood insurance coverage during the Affordability Period;
e) **Housing Quality Standards (HQS)**: The property, after rehabilitation, must meet, at a minimum, Section 8 Housing Quality Standards (HQS), local building codes and Broward County ordinances. The Agency has reviewed the property inspection report and the scope of recommended work and has approved this project eligible for funding;

f) **Equal Opportunity, Fair Housing and Affirmative Marketing (24 CFR Part 92.351)**;
g) **Displacement and dislocation pursuant to Uniform Relocation Act**, if applicable;
h) **Davis-Bacon and Related Acts (DBRA),** if applicable:
i) **Environmental review**;
j) **Lead-based paint inspections and mitigation**;
k) **Conflict of interest**;
l) **Disbarment and suspension**;
m) **Flood insurance coverage;** and
n) **Executive Order 12372**.

5. ESTIMATED COMPLETION DATE AND DISBURSEMENT OF FUNDS

The Homeowner(s) agree that the funds will only be used as payment for title search, inspections, testing. materials, labor, permit fees, engineering fees and administrative costs to rehabilitate, renovate, repair, remodel and improve Homeowner's subject property, as detailed in the Scope of Work agreed to by Homeowner(s) and licensed general contractor, attached hereto and incorporated herein by reference. The estimated completion date is no more than one hundred and twenty (120) calendar days from the date of recording the Notice of Commencement in the Broward County public records unless an extension is approved by Participating Jurisdiction and the Homeowner(s).

The HOME funds shall be disbursed by the Agency to a licensed general contractor or sub-recipient when rehabilitation work is completed as evidenced by final permit and final inspection.

6. RECORDS AND REPORTS

The Agency and Homeowners agree to complete all reports and maintain documentation (as applicable to each party) in accordance with HUD guidelines (24 CFR Part 92) for a period of five (5) years after the end of the Affordability Period.

7. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and shall be secured by a Mortgage on the property, each in favor of Participating Jurisdiction. Failure by the Homeowners to comply with the terms of this Agreement and the loan documents will be considered a default, and appropriate legal actions may be taken by Participating Jurisdiction.

8. HOMESTEAD EXEMPTION

Throughout the Affordability Period, the Agency reserves the right to confirm the premises is in use as the Homeowner's principal residence. The primary (but not sole) indication that the premises is the principal residence is continued Homestead Exemption throughout the Affordability Period. If Homestead Exemption lapses during the Affordability Period, the Agency will assume the premises is no longer the Homeowner's principal residence, will demand full repayment of the assistance provided, and may take appropriate legal action to secure repayment.

9. START DATE AND DURATION OF THE AGREEMENT

This Agreement will be in effect for a term which shall start when the Mortgage and Promissory Note are recorded in the Broward County public records, and run for the duration of the Affordability Period established under Paragraph 1, or until one of the following events occurs: (1) the Homeowner(s) sell, transfer or dispose of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) the Homeowner(s) no longer occupy the unit as their principal residence; or (3) the Homeowner(s) dies, or if a married couple, the survivor dies.

10. REFINANCING AND SUBORDINATION OF HOME FUNDS

For the Participating Jurisdiction to consider a subordination request when Homeowner(s) refinances

their first mortgage, among other conditions, the Participating Jurisdiction requires that there is no cash out on the refinance, at least 10% equity is retained, the Participating Jurisdiction stays in second lien position, and the Homeowner must provide the Participating Jurisdiction with a current property appraisal along with other current Information as may be required to evidence compliance with the Participating Jurisdiction's subordination policy.

11. OTHER PROVISIONS

No discrimination against any person or group of persons by the parties on account of race, sex, creed, religion, marital status, familial status, sexual orientation, disability, color or national origin shall be made in performance of this Agreement.

Nothing contained in this Agreement or any act of the Agency or the Homeowners shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited of general partnership, joint venture or any association or relationship involving the Participating Jurisdiction.

AGREED TO AND ACCEPTED by the Parties on the date last noted below:

Homeowner(s):

_____
Homeowner Print Name

_____ _____
Homeowner Signature Date

_____
Homeowner Print Name

_____ _____
Homeowner Signature Date

Agency

_____
Print Name
Title:

_____ _____
Signature Date

BROWARD COUNTY

HOME/Housing Rehabilitation Program Agreement

Homeowner/s: _____

Property Address: _____

SCOPE OF WORK

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-719

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

Agenda Date: 12/1/2020

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 Older Americans Act ("OAA") Contract #JA121-06-2021 with the Areawide Council on Aging of Broward County, Inc. for Center for Active Aging Services in an amount not to exceed $190,476.71; authorizing execution of the OAA Contract; 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

Fiscal Impact
Account Name: Senior Citizen Federal Grant Title IIIB
Account Number: 101-1210-331-6999
Secondary Account Name: Title IIIE Federal Grant
Secondary Account Number: 101-1210-331-6997

Background/History
The Center for Active Aging has been providing services for individuals 60 years old and older since 1981. The federal Older Americans Act (the "OAA") Title IIIB funds provide supportive services of counseling, health support, recreation, screening & assessment, outreach, education & training, and telephone reassurance for seniors, and Title IIIE funds provide caregiver training and support for family caregivers (collectively, the "Services"). The Services improve the seniors and caregivers' quality of life, promotes independence, and encourages engagement. The Areawide Council on Aging contracts with the City of Deerfield Beach Department of Active Aging to provide supportive services under the OAA funding for the Center of Active Aging.

Current Activity
The total amount of funding is $190,476.71, which will consist of $169,456.71 for OAA Title IIIB funds, $15,464.00 for the Areawide Council on Aging ("AAA") local matching funds for Title IIIB, $5,000.00 for OAA Title IIIE funds, and $556.00 in AAA local matching funds for Title IIIE. In accordance with Title III of the OAA, the City will contribute $83,791.23 of in-kind utility services. Funding is for January 1, 2021 through December 31, 2021.

Recommendation

Approval

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE OLDER AMERICANS ACT ("OAA") CONTRACT #JA121-06-2021 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. FOR CENTER FOR ACTIVE AGING SERVICES IN AN AMOUNT NOT TO EXCEED $190,476.71; AUTHORIZING EXECUTION OF THE OAA CONTRACT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City wishes to contract with the Areawide Council on Aging of Broward County, Inc. (the "Council") for the City's provision of Center for Active Aging Services for a one-year period pursuant to the Older Americans Act ("OAA") Contract #JA121-06-2021 (the "OAA Contract"); and

WHEREAS, the contract term for the OAA Contract with the Council will be from January 1, 2021 through December 31, 2021; and

WHEREAS, the City Commission believes that it is in the best interest of the City to approve and authorize execution of OAA Contract #JA121-06-2021 with the Council in an amount not to exceed $190,476.71.

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 of this Resolution.

Section 2. The City Commission hereby approves OAA Contract #JA121-06-2021 with the Council for Center for Active Aging Services in an amount not to exceed $190,476.71.

Section 3. The Mayor is hereby authorized to execute the OAA 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 do all things necessary and expedient to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

_____

BILL GANZ, MAYOR

ATTEST:

_____

SAMANTHA GILLYARD, CMC, CITY CLERK

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the "Council," and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging** hereinafter referred to as the "Contractor who are collectively referred to as the "Parties." This Contract is subject to all provisions contained in the Master Contract JM020-06-2022 executed between the Council and the Contractor, and its successor, incorporated herein by reference.

WITNESSETH THAT:
WHEREAS, the Council has determined that it is in need of certain services as described herein; and
WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an Independent Contractor for the Council.
NOW, THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract

The purpose of this Contract is to provide services in accordance with the terms and conditions specified in this Contract, including all attachments, forms, exhibits, and references incorporated, which constitute the contract document.

2. Incorporation of Documents within the Contract

This Contract will incorporate attachments, proposal(s), service provider application(s), grant contracts, relevant State of Florida, Department of Elder Affairs' handbooks, manuals or desk books and Master Contract JM020-06-2022, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Contract document and identified attachments.

3. Term of Contract

This Contract shall begin on January 1, 2021, or on the date on which this Contract has been signed by the last party required to sign it, whichever is later. It will end at midnight, Eastern Standard Time on December 31, 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 **$190,476.71**, subject to the availability of funds. **$169,456.71** represents Federal Older Americans Act (OAA) Title III B funds, **$15,464.00** represents Areawide Council on Aging (AAA) local matching funds for Title III B. **$ 5,000.00** represents Federal OAA Title III E funds and **$556.00** represents AAA local matching funds for Title III E. In accordance with provision of Title III of the Older Americans Act, the Contractor will contribute **$83,791.23** to the project in matching funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. Renewals

By mutual agreement of the Parties, in accordance with s. 287.058(1)(g), F.S., the Council may renew this Contract for a period not to exceed three years, or the term of the original Contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply to the Council's request for Service Provider Application. No other costs for the renewal may

be charged. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by the Council and the availability of funds.

6. Background Screening

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.

6.1 To demonstrate compliance with this provision, Contractor shall submit Attachment VIII, Background Screening Affidavit of Compliance annually, by January 6, 2021. Further information concerning the procedures for background screening is found at http://elderaffairs.state.fl.us/ doea/backgroundscreening.php.

6.2 Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any Subcontractors and referred to a governmental or investigatory agency must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or Subcontractors, must be sent to the Council with a summary of the investigation and allegations.

7. Nondiscrimination-Civil Rights Compliance

7.1 The Contractor shall execute assurances as stated in the Assurances-Non-Construction Programs, Attachment III of the Master Contract JM020-06-2022, that it will not discriminate against any person in the provision of services or benefits under this Contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

7.2 During the term of this Contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, Attachment IV.

7.3 The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

7.4 If this Contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those

participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

8. Provision of Services:

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

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

a.	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Donna DeFronzo, Director of 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 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Council's Program Specialist for this Contract is:	Marie Laurent Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, address, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.		

10. All Terms and Conditions Included:

This Contract and its Attachments, I - 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 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 36-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

NAME

TITLE

DATE

SIGNED BY

NAME

TITLE

DATE

Areawide Council on Aging of Broward County, Inc.

SIGNED BY

PAULINE GRANT
NAME

PRESIDENT
TITLE

DATE

Reviewed by:

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

ATTACHMENT I

OLDER AMERICANS ACT
STATEMENT OF WORK

I. SERVICES TO BE PROVIDED

A. Definitions of Terms

1. Contract Acronyms

AAA - Area Agency on Aging
ACL - Administration on Community Living
ADL - Activities of Daily Living
AIRS - Alliance of Information & Referral Systems
APCL - Assessed Priority Consumer List
APS - Adult Protective Services
CAP- Corrective Action Plan
CDSME - Chronic Disease Self-Management Education
CDSMP - Chronic Disease Self-Management Program
CIRTS - Client Information and Registration Tracking System
DBPR- Department of Business and Professional Regulation
DHHS- Department of Health and Human Services
DOH- Florida Department of Health
DOEA - State of Florida, Department of Elder Affairs
EBDPHPP - Evidence-Based Disease Prevention and Health Promotion Program
I&R - Information and Referral
IADL - Instrumental Activities of Daily Living
NCOA - National Council on Aging
NSIP - Nutrition Services Incentive Program
OAA - Older Americans Act
PSA - Planning and Service Area
SPA - Service Provider Application
USDA- US Department of Agriculture

2. Program Specific Terms

Adult Child with a Disability: A child who is age 18 or older and is financially dependent on an older individual who is a parent of the child and has a disability.
Child: An individual who is not more than eighteen (18) years of age or an individual with a disability.
Criteria: A standard which the AoA/ACL set for the Title IIID Program.
Description of Event: A description of what took place during the activity.
Direct Elders Served: The number of elders who participated in the program.
Family Caregiver: An adult family member, or another individual, who is an informal provider of in-home and community care to an older individual.
Frail: When an older individual is (1) determined to be unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or supervision or (2) unable to perform at least three such activities without such assistance; or, (3) due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.
Grandparent: A grandparent or step-grandparent of a child, or a relative of a child by blood,

marriage or adoption, who: (1) lives with the child, (2) is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child, and (3) has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally.

Living Healthy: Also known as the Chronic Disease Self-Management Program (CDSMP) for the State of Florida.

Provider: A provider is the organization/individual actually conducting the direct service to the clients. CIRTS entries and Monthly Programmatic Report, where the provider is listed, should be the actual organization conducting the service.

Service Provider Application: A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system, in the respective service area, in accordance with the Section 306 of the Older Americans Act (42 U.S.C. 3026), and the Council instructions.

B. General Description

1. General Statement

The Older Americans Act (OAA) Program is a federal program initiative that provides assistance to older persons and caregivers and is the only federal supportive services program directed solely toward improving the lives of older people.

The program provides a framework for a partnership among the different levels of government and the public and private sectors with a common objective, improving the quality of life for all older individuals by helping them to remain independent and productive.

The primary purpose of the OAA program is to foster the development and implementation of comprehensive and coordinated systems to serve older individuals. The OAA program uses these systems to assist older individuals to attain and maintain maximum independence and dignity in a home environment and allows for the capability of self-care with appropriate supportive services.

2. Authority

All applicable federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following:

a. Catalog of Federal Domestic Assistance Nos. 93.043, 93.044, 93.045, and 93.052;
b. Older Americans Act of 1965, as amended 2016;
c. Section 311 of the Older Americans Act of 1965, as amended 2016 (42 U.S.C. § 3030a);
d. 42 U.S.C. § 303 and§ 604;
e. Rule 58A-1, Florida Administrative Code (F.A.C.);
f. Section 430.101, Florida Statutes (F.S.); and
g. DOEA Programs and Services Handbook, which is hereby incorporated by reference, to include any subsequent revisions thereof.

3. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of the Title IIIB, Supportive Services; Title IIIC1, Congregate Nutrition Services; Title IIIC2, Home Delivered Nutrition Services; Title IIID, Evidence-Based Disease Prevention and Health Promotion Services; and Title IIIE, Caregiver Support Services programs of the OAA within its designated sector outlined in the Council-approved SPA and as specified in the Budget Summary, Attachment IV. The scope of service includes planning, coordinating and assessing the needs of older persons, and assuring the availability and quality of services. The services shall be provided in a manner consistent with and described in both the current Contractor's Council-approved SPA and the current DOEA Programs and Services Handbook.

4. Major Program Goals

The major goals of the OAA Program are to improve older individuals' quality of life, preserve their independence, and prevent or delay their need for costlier institutional care. These goals are achieved through the implementation of a comprehensive and coordinated service system that provides a continuum of service alternatives and effective delivery of nutritious meals that meet the diverse needs of elders and their caregivers.

C. Clients to be Served

1. General Description

The OAA Program gives preference to older individuals with greatest economic need and older individuals with greatest social need, with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.

2. Client Eligibility

a. OAA Title III

Consumers shall not be dually enrolled in an OAA Program and a Medicaid capitated Long-Term Care Program, except consumers in need of OAA Legal Assistance services and OAA Congregate Nutrition Services, including transportation to and from congregate meal sites.

b. OAA Title IIIB, Supportive Services

i. Individuals must be age sixty (60) or older; and

ii. I&R/Assistance services are provided to individuals regardless of age.

c. OAA Titles IIIC1 and IIIC2, Nutrition Services, General

General factors that shall be considered in establishing priority for the receipt of nutrition services include those older persons who:

i. Cannot afford to eat adequately;

ii. Lack the skills or knowledge to select and prepare nourishing and well-balanced meals;

iii. Have limited mobility which may impair their capacity to shop and cook for themselves;

iv. Have a disabling illness or physical condition requiring nutritional support; or

v. Have been screened at a high nutritional risk.

d. OAA Title IIIC1, Congregate Nutrition Services

In addition to meeting the general nutrition services eligibility requirements listed in Section I.C.2.c., individuals must be mobile, not homebound, and physically, mentally, and medically able to attend a congregate nutrition program. Individuals eligible to receive congregate meals include the following:

i. Individuals age sixty (60) or older;

ii. Any spouse (regardless of age) who attends the dining center with his/her eligible spouse;

iii. Persons with a disability, regardless of age, who reside in a housing facility occupied primarily by older individuals where congregate nutrition services are provided;

iv. Disabled persons who reside at home with and accompany an eligible person to the dining center; and

v. Volunteers, regardless of age, who provide essential services on a regular basis during meal hours.

e. OAA Title IIIC2, Home Delivered Nutrition Services

In addition to meeting the general nutrition services eligibility requirements as listed in Section I.C.2.c., individuals must be homebound and physically, mentally, or medically unable to attend a congregate nutrition program. Individuals eligible to receive home delivered meals include the following:

i. Individuals age sixty (60) or older who are homebound because of illness, disability, or

isolation;

ii. The spouse of a homebound eligible individual, regardless of age, if the provision of the collateral meal supports maintaining the person at home;

iii. Individuals with disabilities, regardless of age, who reside at home with eligible individuals and are dependent on them for care; and

iv. Persons at nutritional risk who have physical, emotional, or behavioral conditions which would make their presence at congregate nutrition sites inappropriate; and

v. Persons at nutritional risk who are socially or otherwise isolated and unable to attend a congregate nutrition site.

f. OAA Title IIID, Disease Prevention and Health Promotion Services

i. Target individuals age sixty (60) or older; and

ii. Priority will be given to individuals residing in medically underserved areas.

g. OAA Title IIIE, Caregiver Support Services

Eligibility for OAA Title IIIE, Caregiver Support Services, is as follows:

i. Eligible individuals include

(1) Family caregivers of individuals age sixty (60) or older; and

(2) Grandparents, age fifty-five (55) or older, or older individuals, age fifty-five (55) or older, who are relative caregivers.

ii. For respite and supplemental services, a family caregiver must be providing care for an older individual who meets the definition of the term "frail" as defined above.

iii. Priority will be given to family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction and to grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities.

II. MANNER OF SERVICE PROVISION

A. Service Tasks

To achieve the goals of the OAA Program, the Contractor shall ensure performance of the following tasks:

1. Client Eligibility Determination

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in Section I.C.2.

2. Targeting and Screening New Clients for Service Delivery

The Contractor shall develop and implement policies and procedures consistent with OAA targeting and screening criteria for new clients.

3. Program Services

The Contractor shall ensure the provision of program services is consistent with the Contractor's current SPA, as updated and approved by the Council, and the current DOEA Programs and Services Handbook.

4. Program Eligibility Requirements

a. Provider's Nutrition Service Operations

The Contractor shall ensure that the nutrition service operations meet the requirements of this contract, as well as any other applicable regulations and policies prescribed by the current DOEA Programs and Services Handbook, DHHS, USDA, DOH and local health departments, DBPR, or any other agency designated to inspect meal quality for the State.

b. Prescribed Nutritional Requirements

The Contractor shall ensure that each meal provided under this contract meets the following criteria:

i. Complies with the current Dietary Guidelines for Americans, published by the Secretaries of the DHHS and USDA; and
ii. Provides a minimum of thirty-three and a third percent (33 1/3%) of the dietary reference intakes/adequate intakes for a female age seventy (70) or older as established by the Food and Nutrition Board of the National Academy of Sciences.

c. Food Origin and Commodities Requirements

The Contractor may use NSIP funds to purchase foods of U.S. origin for their nutrition projects under Title III of the OAA. NSIP funds must be used to expand meal services to older adults.

B. 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 circumstance occurs that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or the performance of the Subcontractor, the Contractor shall notify the Council's Program Specialist and the Council's Chief Financial Officer in writing of such delay. The Contractor shall not permit a Subcontractor to perform services related to this contract without having a binding Subcontractor agreement executed. In accordance with Section 23 of the Master Contract JM020-06-2022, the Council will not be responsible or liable for any obligations or claims resulting from such action.

1. Copies of Subcontracts

The Contractor shall submit copies of all subcontracts to the Council's Program Specialist within thirty (30) days of execution of each subcontract agreement.

2. Monitoring the Performance of Subcontractors

The Contractor shall monitor, at least once per year, each of its subcontractors, sub-recipients, vendors, and/or consultants paid from funds provided under this contract. The Contractor shall perform fiscal, administrative, and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor its subcontractors to ensure that the budget and scope of work are accomplished within the specified time periods, and that all performance goals stated in this contract are achieved.

C. Staffing Requirements

1. Staffing Levels

The Contractor shall assign staff as needed to perform the tasks, responsibilities, obligations and duties under this contract.

2. Professional Qualifications

The Contractor shall ensure that the staff responsible for performing any duties or functions within this contract have the qualifications specified in the DOEA Programs and Services Handbook.
The Contractor shall have a representative participate in conference calls and training as required by the Council.

3. Service Times

The Contractor shall ensure the provision of the services listed in the contract during normal business hours unless other times are more appropriate to meet the performance requirements of the contract, and it shall monitor its subcontractors to ensure they are available to provide services during hours responsive to client needs and during those times which best meet the needs of the relevant service community. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm,

except on holidays.

4. **Changes in Title IIID Service Delivery Locations or Service Times**
   The Contractor shall provide the Council's Program Specialist with 30 days' notice of any plan temporarily or permanently changing any Title IIID service delivery location or service times. Any changes to the service delivery location or service times must have the approval of the Council's Program Specialist.

5. **Use of Volunteers to Expand the Provision of Available Services**
   The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service), in community service settings. The Contractor shall provide a quarterly report of volunteer activities and services in a format provided by the Council.
   The Contractor shall involve community centers, faith based-institutions, hospitals, libraries, or community sites in its EBDPHP services coordination efforts. If the program allows lay individuals, to be facilitators, the Contractor shall aim to use volunteers vs. paid staff for EBDPHP services.

D. Deliverables

The following section provides the specific quantifiable units of deliverables and the source documentation required to evidence the completion of the tasks specified in this contract. The Contractor must submit all required documentation in the time and manner specified for the minimum performance levels to be met. Each deliverable must be accepted in writing by the Council's Program Specialist based on the requirements for each deliverable before the Contractor submits an invoice requesting payment.

1. **Delivery of Services to Eligible Clients**
   The Contractor shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. The Contractor shall ensure the performance and reporting of the following types of services, in accordance with the Contractor's current Council-approved SPA, the current DOEA Programs and Services Handbook, and Section II.A.

   a. **Supportive Services (IIIB Program)**
      Supportive services include a variety of community-based and home-delivered services that support older individuals' quality of life by helping them remain independent and productive. Services include the following:
      - **i.** Adult Day Care/Adult Day Health Care;
      - **ii.** Caregiver Training/Support;
      - **iii.** Case Aid/Case Management;
      - **iv.** Chore and Chore (Enhanced);
      - **v.** Companionship;
      - **vi.** Counseling (Gerontological and Mental Health/Screening);
      - **vii.** Education/Training;
      - **viii.** Emergency Alert Response;
      - **ix.** Escort;
      - **x.** Health Support;

xi. Home Health Aid;
xii. Homemaker;
xiii. Housing Improvement;
xiv. Interpreter/Translating;
xv. Legal Assistance;
xvi. Material Aid;
xvii. Occupational Therapy;
xviii. Outreach;
xix. Personal Care;
xx. Physical Therapy;
xxi. Recreation;
xxii. Respite Services (In-Home and Facility Based);
xxiii. Screening/Assessment;
xxiv. Shopping Assistance;
xxv. Skilled Nursing;
xxvi. Specialized Medical Equipment, Services, and Supplies;
xxvii. Speech Therapy;
xxviii. Telephone Reassurance; and
xxix. Transportation.

b. Congregate Nutrition Services (IIIC1 Program)

Nutrition services are provided in congregate settings and are designed to reduce hunger and food insecurity and to promote socialization and the health and well-being of older individuals through access to nutrition and other disease prevention and health promotion services. Services include the following:

i. Congregate meals;
ii. Congregate meals screening;
iii. Nutrition education; and nutrition counseling; and
iv. Outreach.

c. Home Delivered Nutrition Services (IIIC2 Program)

In-home nutrition services are provided to reduce hunger and food insecurity; promote socialization and the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services. Services include the following:

i. Home delivered meals;
ii. Nutrition education and counseling;
iii. Outreach; and
iv. Screening/Assessment.

d. Disease Prevention and Health Promotion Services (Title IIID Program)

Evidence-Based Disease Prevention and Health Promotion (EBDPHP) services have been demonstrated through evaluation to be effective for improving health and wellbeing or reducing disease, disability, and/or injury among older adults. The ACL defines EBDPHP services as meeting highest-level criteria. Only services that meet the highest-level criteria are allowable under the IIID Program. EBDPHP services must be delivered per the requirements of the program and ensure program fidelity. EBDPHP services include the following:

i. A Matter of Balance;
ii. Active Living Every Day;
iii. Arthritis Foundation Exercise Program;

iv. Arthritis Foundation Tai Chi Program (Tai Chi for Arthritis);
v. Arthritis Self-Management Program;
vi. Brief Intervention & Treatment for Elders (BRITE);
vii. Chronic Disease Self-Management Program;
viii. Chronic Pain Self-Management Program;
ix. Diabetes Empowerment Education Program (DEEP);
x. Diabetes Self-Management Program;
xi. Disease Information
xii. Enhance Fitness;
xiii. Enhance Wellness;
xiv. Fit and Strong!;
xv. Healthy Eating Every Day;
xvi. Healthy Ideas;
xvii. Healthy Moves for Aging Well;
xviii. Home Injury Control;
xix. HomeMeds;
xx. Physical Fitness;
xxi. Powerful Tools for Caregivers;
xxii. Program to Encourage Active Rewarding Lives for Seniors (PEARLS);
xxiii. Programa de Manejo Personal de la Artritis;
xxiv. Programa de Manejo Personal de la Diabetes;
xxv. Stepping On;
xxvi. Stay Active and Independent for Life (SAIL);
xxvii. Tai Chi/Tai Ji Quan Moving for Better Balance (Highest-Level);
xxviii. Tomando Control de su Salud;
xxix. Un Asunto de Equilibrio; and
xxx. Walk with Ease.

The Contractor must request in writing the use of any EBDPHP programs which are not listed in the DOEA Programs and Services Handbook (or Notice of Instruction) to the Council's Program Specialist or designee **prior** to delivering the service. If this supporting documentation is not submitted and approved by the Council, then the Council will not provide reimbursement for services.

e. Caregiver Support Services (IIIE Program)

The following services are intended to provide direct aid to caregivers in the areas of health, nutrition, and financial literacy, and to assist them with decision-making and problem-solving related to their caregiving roles and responsibilities:

i. Adult Day Care/Adult Day Health Care;
ii. Caregiver Training/Support;
iii. Counseling (Gerontological and Mental Health/Screening);
iv. Education/Training;
v. Financial Risk Reduction (Assessment and Maintenance);
vi. Outreach;
vii. Powerful Tools for Caregivers;
viii. Respite Services (In-Home and Facility Based);
ix. Screening/Assessment; and
x. Transportation.

f. Caregiver Support Supplemental Services (IIIES Program)

The following services are provided to complement the care provided by caregivers:

i. Chore and Chore (Enhanced);
ii. Housing Improvement;
iii. Legal Assistance;
iv. Material Aid; and
v. Specialized Medical Equipment, Services and Supplies.

g. Caregiver Support Grandparent Services (IIIEG Program)
Services for grandparents or older individuals who are relative caregivers that are designed to help them meet their caregiving obligations include the following:
i. Caregiver Training/Support;
ii. Child Day Care;
iii. Counseling (Gerontological and Mental Health/Screening);
iv. Education/Training;
v. Legal Assistance;
vi. Outreach;
vii. Screening/Assessment;
viii. Sitter; and
ix. Transportation.

2. Provision of Services
The Contractor shall ensure the provision of services outlined in this Contract in accordance with the DOEA Programs and Services Handbook, the Contractor's current Council-approved SPA, and the tasks described in Section II.A. of this Contract.
The Contractor shall ensure the provision of the services described in this contract are in accordance with the current.

3. Service Unit
The Contractor shall ensure the provision of the services described in this contract in accordance with the current DOEA Programs and Services Handbook at the unit rate specified in Attachment IV, Budget Summary, and the services tasks described in Section II.A., Contractor's performance will be measured on compliance with the DOEA Programs and Services Handbook and program guidelines.

The chart below lists the services allowed and the units of measurement. Units of services will be paid pursuant to the rate established in the 2021 SPA requested and approved by the Council

Service		Unit of Service
Adult Day Care Caregiver Training/Support Case Aid/Case Management Child Day Care Chore Services Companionship Congregate Meals Screening Counseling Services Enhance Fitness Enhance Wellness Financial Risk Reduction Services	Legal Assistance Mental Health Counseling/Screening Nutrition Counseling Occupational Therapy Personal Care Physical Fitness Physical Therapy Program to Encourage Active, Rewarding Lives for Seniors (PEARLS) Recreation	Hour

Service		Unit of Service
Health Support Home Health Aide HomeMeds Homemaker Housing Improvement Interpreter/Translating	Respite Services Screening/Assessment Sitter Skilled Nursing Services Speech Therapy Stay Active and Independent for Life	
Emergency Alert Response		Day
A Matter of Balance Active Living Every Day Arthritis Foundation Exercise Program Arthritis Foundation Tai Chi Program (Tai Chi for Arthritis) Arthritis Self-Management Program Brief Intervention & Treatment for Elders (BRITE) Chronic Disease Self-Management Program Chronic Pain Self-Management Diabetes Empowerment Educations Program (DEEP) Education/Training Fit and Strong! Healthy Easting Every Day Healthy Eating for Successful Living in Older Adults	Healthy Ideas Material Aid Nutrition Education Outreach Powerful Tools for Caregivers Program de Manejo Personal de la Artritis Programa de Manejo Personal de la Diabetes Specialized Medical Equipment, Services and Supplies Stepping On Tai Chi Moving for Better Balance Telephone Reassurance Tomando Control de su Salud Un Asunto de Equilibrio Walk with Ease	Episode
Escort Shopping Assistance Transportation		One-Way Trip
Congregate and Home Delivered Meals		Meal

Each unit of service has a unit cost. The analysis of the costs and rates is an ongoing process and is subject to change based on further analysis. A written request is required by the Contractor for any unit cost changes. The following supporting documentation is necessary for this request:

a. SPA Update; and

b. Justification for unit cost changes and/or units of service changes.

4. Grievance and Complaint Procedures

a. Grievance Procedures

The Contractor shall comply with and ensure compliance with the Minimum Guidelines for Recipient Grievance Procedures, Appendix D, DOEA Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

b. 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, and all other issues except the termination, suspension, or reduction of services, which shall be addressed through the grievance process as described in Appendix D of the DOEA Programs and Services Handbook. Complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature, and disposition of each complaint.

c. Legal Provider Grievance Procedures

The Contractor must have an internal grievance procedure that addresses both denial of service and complaints by clients about manner or quality of legal assistance. Grievance procedures that comport with the requirements of the Legal Services Corporation as provided in 45 Code of Federal Regulation (CFR) Part 1621 are sufficient to meet this standard. At a minimum, the procedure must provide applicants with:

i. Adequate notice of the grievance procedures;
ii. Information on how to file a grievance or complaint, and
iii. Prompt consideration of each complaint by the Executive Director or the Executive Director's designee.

The Council may not serve in an appellate capacity or otherwise interfere in the grievance review process for legal providers. However, the Council may request that legal providers maintain a file of complaints and statements of disposition of complaints, with redacted client identifying information, for examination by the Contractor during monitoring.

E. Reports

The Contractor shall respond to additional, routine, or special requests for information and reports required by the Council in a timely manner as determined by the Council's Program Specialist. The Contractor shall establish reporting deadlines and due dates for subcontractors that permit the Contractor to review and validate the data and meet the Council's reporting requirements.

1. CIRTS Reports

a. Contractor shall input OAA-specific data into CIRTS. To ensure CIRTS data accuracy, the Contractor shall use CIRTS-generated reports which include the following:

i. Client Reports;
ii. Monitoring Reports;
iii. Services Reports;
iv. Miscellaneous Reports;
v. Aging Resource Center Reports:
vi. Fiscal Reports; and
vii. Outcome Measurement Reports.

2. SPA Update and All Revisions Thereto

The Contractor shall submit, for approval by the Council, a SPA update, wherein the Contractor enters OAA-specific data in CIRTS.

3. Service Cost Reports

The Contractor is required to submit semi-annual and annual service cost reports that reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates. The first semi-annual report encompassing the six (6) months ending 06/30/2021 is due on August 20, 2021. The second semi-annual report encompassing the twelve (12) months ending 12/31/2021 is due on February 18, 2022.

4. Surplus/Deficit Report

The Contractor shall submit a Surplus/Deficit Report to the Council's Program Specialist by the 5th of each month, in a format provided by the Council. This Surplus/Deficit Report is for all agreements and/or contracts between the Contractor and the Council and must include the following:

- **a.** A list of all services and their status regarding surplus/deficit;
- **b.** The Contractor's detailed plan on how the surplus/deficit spending which exceeds the threshold of plus or minus one percent (+/- 1%) will be resolved;
- **c.** Recommendations to transfer funds to resolve surplus/deficit spending; and
- **d.** Input from the Contractor's Board of Directors on resolution of spending issues, if applicable.

5. Evidence-Based Disease Prevention and Health Promotion Programmatic Reports

The Contractor shall submit Monthly Programmatic Reports for EBDPHP services on the dates specified in Section E.5.a. of this Contract. The Council's Program Specialist will provide Contractor with an Excel report template with entry tabs for: Health and Wellness Courses/Services offered including Attestations (cumulative), Partnerships (updated as needed), and Success Stories (reported at least once each May).

- **a.** Information provided in the Monthly Programmatic Report must match CIRTS data and the Request for Payment. Data collected for the Monthly Programmatic Reports need to be reported during the appropriate months and subject to the following schedule:

Report #	Reports Due Date	Report #	Reports Due Date
Report 1	February 8, 2021	Report 7	August 9, 2021
Report 2	March 8, 2021	Report 8	September 7, 2021
Report 3	April 7, 2021	Report 9	October 7, 2021
Report 4	May 7, 2021	Report 10	November 8, 2021
Report 5	June 7, 2021	Report 11	December 7, 2021
Report 6	July 9, 2021	Report 12	January 7, 2022

- **b.** The Contractor shall review program documentation to ensure documentation is complete and adequately supports the information reported on the Monthly Programmatic Report prior to submitting a Request for Payment. The Contractor will attest to the review in the "Comments" section of the Monthly Programmatic Report and provide relevant information regarding the documentation as needed.
- **c.** Program documentation shall include all the following elements: Sign-In Sheets or Attendance Logs; flyers or documentation demonstrating efforts to recruit participants and promote EBDPHP services provided; current facilitator certificates; copy of program license (if applicable); and any forms required by the specific program.
- **d.** Contractor shall ensure that Sign-In Sheets or Attendance Logs accurately reflect dates, times, names of programs, participant names, and name(s) of program facilitator(s). If the Attendance Log does not include a space for participant signatures, additional program documentation must be included with participant signatures that match the participant names and dates in the Attendance Log. Exceptions may be approved by the Council's Program Specialist. Requests must be made to the Council in writing and kept with program documentation.
- **e.** Participants **must** sign their name on program Sign-in Sheets or Attendance Logs. If a participant is unable to sign their name, the instructor may sign by proxy for the participant (including their own initials and date) with a note on the Sign-In Sheet explaining the need for the proxy.
- **f.** The Contractor shall abide by all program fidelity requirements and have a written fidelity monitoring plan, which includes observation of volunteer/trainer's delivery of EBDPHP services

as well as observation of delivery of EBDPHP services by the Council's Program Specialist. A note will be included in the Monthly Programmatic Report, in the comments section, when a program has been observed. Documentation pertaining to the observation will be sent to the Council with Monthly Programmatic Report.

g. CDSME Workshop data must be entered into the NCOA Force database.

h. The Contractor shall contact the Council's Program Specialist in the event of an emergency or an exigent circumstance where the provider is unable to maintain an aspect of fidelity of the EBDPHP services (e.g., minimum or maximum number of participants) before the end of the workshop. At the discretion of the Council's Program Specialist, the service may be reimbursed under this contract; however, if the fidelity infraction is discovered after the program has finished, during the Request for Payment Process, or as a result of a desk review, the Contractor shall not be reimbursed for the workshop or shall reimburse the Council for the cost of the workshop.

i. The Contractor shall collaborate and partner with organizations to extend the reach of EBDPHP services. Partnerships and collaborations may be developed with Florida Department of Health, the Florida Department of Children and Families, USDA's Nutrition Program, insurance companies, Centers for Disease Control and Prevention, Area Health Education Centers, local health councils, public and private universities, federally qualified health clinics, county health departments, and Florida's Age-Friendly Communities. Partnerships shall be designed to stimulate innovation of new approaches and activities in EBDPHP services, develop greater capacity, and leverage other funding sources. Partnerships shall also address building and sustaining an infrastructure for the dissemination of EBDPHP services. This includes, but is not limited to, recruitment of trainers and participants, covering costs for licenses, and replicating program fidelity.

j. The Contractor shall document, and provide to the Council upon request, evidence of partnerships created formally (through Memoranda of Agreement/Understanding) or informally through emails and phone calls. The Contractor will be required to keep track of partnerships in the Monthly Programmatic Report. Each month the Contractor shall review this information and provide updates to the Council as necessary.

6. Quarterly Volunteer Activity Report

The Contractor shall submit a quarterly report of volunteer activities and services in a format provided by the Council. The quarterly report schedule is as follows:

Report Period	Report Due Date
January 1 - March 31	April 9, 2021
April 1- June 30	July 9, 2021
July 1- September 30	October 8, 2021
October 1 - December 31	January 7, 2022

7. Program Highlight Narratives

The Contractor shall submit brief written narratives to the Council for publication in the Program Highlight sections of the DOEA's Summary of Programs and Services, which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials, or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Contractor shall provide a brief description of their mission or role.

The active tense shall be consistently used in the narratives to identify the specific individuals or entities that performed the activities described in the narratives. The Contractor shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to the Council.

F. Contractor Outreach Reporting Requirement

The Contractor shall document its performance of outreach activities for the entire catchment area as specified in your Request for Proposal Bid Packet, by establishing a uniform reporting format that includes the following: number and type of provider events or activities; date and location; total number of participants at each event or activity; individual service needs identified; and referral sources or information provided. The Contractor shall provide a report on outreach activities quarterly. The quarterly report schedule is as follows:

Report Period	Report Due Date
January 1 - March 31	April 9, 2021
April 1- June 30	July 9, 2021
July 1- September 30	October 8, 2021
October 1 - December 31	January 7, 2022

G. Records and Documentation

1. The Contractor agrees to make available to Council staff and any party designated by the Council all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any system designated by the DOEA and the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards. Data must be usable and must be maintained in a format that is readable to the Council.

2. Each Contractor and subcontractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location.

3. **CIRTS Data and Maintenance**

   The Contractor shall ensure monthly collection and maintenance of client and service information on a monthly basis from the CIRTS or any other system designated by the Council. Maintenance includes ensuring that all data is accurate and current and performing valid exports and backups of all data and systems according to Council standards.

4. **Policies and Procedures for Records and Documentation**

   The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement of its subcontractors. These policies and procedures shall be made available to the Council upon request.

5. **CIRTS Address Validation**

   The Contractor shall work with the Council to ensure that client addresses are correct in CIRTS for disaster preparedness efforts. At least annually, and more frequently as needed, the Council will provide direction on how to validate CIRTS addresses to ensure they can be mapped. The Contractor

will receive a list of unmatched addresses that cannot be mapped, and the Contractor will be responsible for correcting the address and send a list to the Council with confirmed addresses. The Council will use this information to update maps, client rosters, and unmatched addresses and disseminate this information.

H. Performance Specifications

1. Outcomes and Outputs (Performance Measures)

At a minimum, the Contractor shall:

- **a.** Ensure the provision of the services described in this contract are in accordance with the DOEA Programs and Services Handbook, the Contractor's current Council-approved SPA, and Section II.A.
- **b.** Timely and accurately submit to the Council all documentation and reports described in Attachment I, Section II.E.
- **c.** Timely and accurately submit to the Council all documentation and reports described in Attachment I, Section II.G.
- **d.** Develop and document strategies in the SPA to support the Council's standard of performance achievement, including increases in the following:
  - **i.** Percentage of most frail elders who remain at home or in the community instead of going into a nursing home;
  - **ii.** Percentage of APS referrals who need immediate services to prevent further harm who are served within seventy-two (72) hours;
  - **iii.** Average monthly savings per consumer for home and community-based care versus nursing home care for comparable client groups;
  - **iv.** Percentage of active clients eating two or more meals per day;
  - **v.** Percentage of new service recipients whose ADL assessment score has been maintained or improved;
  - **vi.** Percentage of new service recipients whose IADL assessment score has been maintained or improved;
  - **vii.** Percentage of caregivers who, after service intervention, self-report being very confident about their ability to continue to provide care; and
  - **viii.** Percentage of customers who are at imminent risk of nursing home placement who are served with community-based services.

2. The Contractor's performance of the measures in H.1., above, will be reviewed and documented in the Council's Annual Monitoring Reports.

3. Monitoring and Evaluation Methodology

The Council will review and evaluate the performance of the Contractor under the terms of this contract. Monitoring shall be conducted through direct contact with the Contractor via telephone, in writing, or an on- site visit. The primary, secondary, or signatory of the contract must be available for any on-site programmatic monitoring visit. The Council reserves the right to conduct an on-site visit unannounced by persons duly authorized by the Council. The Council's determination of acceptable performance shall be conclusive.

The Contractor agrees to cooperate with the Council in monitoring the progress of completion of the service tasks and deliverables. The Council may use, but is not limited to, one or more of the following methods for monitoring:

- **a.** Desk reviews and analytical reviews;
- **b.** Scheduled, unscheduled, and follow-up on-site visits;
- **c.** Client visits;

d. Review of independent auditor's reports;
e. Review of third-party documents and/or evaluation;
f. Review of progress reports;
g. Review of customer satisfaction surveys;
h. Agreed-upon procedures review by an external auditor or consultant;
i. Limited-scope reviews; and
j. Other procedures as deemed necessary by the Council.

4. Desk reviews shall be conducted for each evidence-based program within one week of the completion of the unit. All supporting documentation (i.e., Sign in sheets, program license, trainer certificates, etc.) are required to be submitted to the Council's Program Specialist within one week following the completion of each unit.

5. The Council shall conduct at least one onsite technical assistance visit per year. During this technical assistance visit, the Contractor will arrange for observation of the delivery of service provided to seniors in the local community. The technical assistance visit will consist of training and open discussions necessary to assist with understanding and comply with the contract.

I. Contractor Responsibilities

1. Contractor Unique Activities
All tasks listed above in Section II. are solely and exclusively the responsibility of the Contractor and are tasks for which, by execution of this contract, the Contractor agrees to be held accountable.

2. Coordination with Other Providers and/or Entities
Notwithstanding that services for which the Contractor is held accountable involve coordination with other entities in performing the requirements of this contract, the failure of other providers or entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this contract.

J. Council Responsibilities

1. Council Obligations
The Council may, within its resources, provide technical support and/or assistance to the Contractor to assist the Contractor in meeting the requirements of this contract. The Council's support and assistance, or lack thereof, shall not relieve the Contractor from full performance of contract requirements.

2. Council Determinations
The Council reserves the exclusive right to make certain determinations in the tasks performed by the Contractor and the approaches used by the Contractor to perform those tasks. The absence of the Council setting forth a specific reservation of rights does not mean that all other areas of the contract are subject to mutual agreement.

III. METHOD OF PAYMENT

A. Payment Method Used

The method of payment for this Contract includes advances and a fixed rate for services. The Contractor shall ensure fixed rates for services include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. The Contractor shall consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment and shall submit to the Council on forms 106 and 105, Attachment VI.

B. Unit of Service

1. Fixed Fee/Unit Rate

Contractor must meet the minimum level of performance stated in the contract to receive payment. Payments for Fixed Fee/Unit Rates shall not exceed amounts established in Attachment IV, Budget Summary**.**

2. Cost Reimbursement

Payment shall only be authorized for allowable expenditures, per the limits specified in Attachment IV, Budget Summary. All cost reimbursement Requests for Payment must include the actual Receipts and Expenditure Reports, beginning with the first month of the contract. The Contractor must meet the minimum level of performance stated in the contract to receive payment.

The Contractor agrees to distribute funds as detailed in the Service Provider Application and the Budget Summary, Attachment IV. The Contractor may request a budget revision by submitting a written request to the Council's Program Specialist. Upon approval, the Council's Finance Director will issue a budget revision letter. Any changes in the amount of federal or general revenue funds identified on the Budget Summary form require a contract amendment.

C. Advance Payments

The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administration, outreach, and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the DOEA by the State of Florida (budget release). The Contractor's requests for advance payments require the written approval of the Council's Program Specialist.

1. For the first month's advance request, the Contractor shall provide the Council's Program Specialist documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. If sufficient budget is available, and the Council's Program Specialist, in his or her sole discretion, has determined that there is a justified need for an advance, the Council will issue approved advance payments after January 1st of the contract year.

2. All advance payments retained by the Contractor must be fully expended no later than March 31, 2021. Any portion of advanced payments not expended must be recouped on the Request for Payment, report number 5, due to the Council on April 7, 2021, in accordance with the Invoice Schedule, Attachment III.

3. All advance payments made to the Contractor shall be reimbursed to the Council as follows: one–tenth (1/10) of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number one (3), in accordance with the Invoice Schedule of the advance payment received shall be reported as an advance recoupment on each Request for Payment, starting with report number 5, in accordance with the Invoice Schedule, Attachment III.

4. Contractor may temporarily place advanced funds in an FDIC insured interest-bearing account. All interest earned on advanced funds must be returned to the Council within twenty (20) days of the end of each quarter of the contract period.

D. Invoice Submittal and Requests for Payment

All requests for payment and expenditure reports submitted to support requests for payment shall be on forms 105 and 106, Attachment VI. The Contractor will consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment.

1. All payment requests for Title IIID, Evidence-Based Disease Prevention and Health Promotion services, shall be based on the submission of the Monthly Programmatic Report to the Council's Program Specialist. If the Payment and Receipts and Expenditure Report does not equal the amount of units reported on the Monthly Programmatic Report, the Request for Payment will be placed on HOLD until the reports are corrected or proper justification is provided. The Monthly Programmatic Report needs to be submitted electronically to the Council's Program Specialist or designee, prior to the Request for Payment but not later than the Request for Payment arrival.
2. The Contractor shall include with its request for payment documentation of services provided, the units of services provided, and the rates for the services provided in conformance with the requirements as described in this Attachment I and Attachment IV, Budget Summary. Each deliverable must be received and accepted by the Council before payment is made.
3. The Contractor shall maintain documentation to support payment requests that shall be available to the Council or authorized individuals upon request. Such documentation shall be provided upon request to the Council or the DOEA.
4. Any payment due by the Council under the terms of this contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 26 of the Master Contract JM020-06-2022.

E. Documentation for Payment

The Contractor shall maintain documentation to support payment requests that shall be available to the Council or authorized individuals.

1. The Contractor will enter all required data per the CIRTS Policy Guidelines for clients and services in the CIRTS database. The data must be entered into the CIRTS before the Contractor can submit their request for payment and expenditure reports to the Council. The Contractor shall establish time frames to assure compliance with due dates for the requests for payment and expenditure reports to the Council.
2. The Contractor will run monthly CIRTS reports and verify client and service data in the CIRTS is accurate. This report must be submitted to the Council with the monthly request for payment and expenditure report and must be reviewed by the Council before the Contractor's request for payment and expenditure reports can be approved by the Council. All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the contract. The schedule for submission of advance requests (when available) and invoices is Attachment III, Invoice Report Schedule, to this Contract. Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in Attachment IV, Budget Summary.
3. Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Section 26 of the Master Contract JM020-06-2022.
4. Contractor shall ensure compliance with evidence-based programs. Should the Contractor not comply with the research design of the program, reimbursement for services will be at the sole discretion of the Council.

F. Date for Final Request for Budget Revisions

Final requests for budget revision or adjustments to contract funds based on expenditures for services provided through December 31, 2021, must be submitted to the Council's Program Specialist and Finance Director, no later than December 31, 2021.

G. Date for Final Request for Payment

The final request for payment will be due to the Council no later than January 17, 2022.

H. Contractor's Financial Obligations

1. Matching, Level of Effort, and Earmarking Requirements

The Contractor's match will be made in the form of local cash and/or in-kind resources. Recipients of Older Americans Act services are required to provide at least 10% percent of the funding needed to deliver the services. The match required in this Contract between the Council and the Contractor may include funds raised by the Council to help defray the Contractor's obligation to produce this match. Such match assistance, if any, are separately identified in Section 4 of this Contract, Contract Amount. The match must be reported by title each month. At the end of the contract period, all OAA funds must be properly matched. Match for Title IIID, Evidence-Based Disease Prevention and Health Promotion services is not required, but optional at the discretion of the Council.

2. Consumer Contributions

Consumer contributions are to be used under the following terms:

a. The Contractor assures compliance with Section 315 of the OAA, as amended in 2016, regarding consumer contributions;
b. Voluntary contributions are not to be used for cost sharing or matching;
c. Voluntary contributions are to be used only to expand services; and
d. Accumulated voluntary contributions are to be used prior to requesting federal reimbursement.

3. Use of Service Dollars and Management of the Assessed Priority Consumer List

The Contractor is expected to spend all federal, state, and other funds provided by the Council for the purpose specified in the contract. The Contractor must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period, for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to other Agencies during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

4. Title III Funds

The Contractor assures compliance with Section 306 of the OAA, as amended in 2016, and will not use funds received under Title III to pay any part of a cost (including an administrative cost) incurred by the Contractor to maintain a contractual or commercial relationship that is not carried out to implement Title III.

I. Remedies for Nonconforming Services

1. The Contractor shall ensure that all goods and/or services provided under this Contract are delivered timely, completely, and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.

2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this Contract. The Contractor's signature on the request for payment form certifies maintenance of supporting

documentation and acknowledgment that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Council requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

J. Corrective Action Plan

1. Contractor shall ensure 100% of the deliverables identified in Section II.D. are performed pursuant to contract requirements.
2. 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 as referenced in Attachment I, Section III.K. of this Contract for each deficiency identified in the CAP, which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.
3. If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct the percentage established in Attachment I, Section III.K. of this Contract from the payment for the invoice of the following month.
4. If the Contractor fails to timely submit a CAP the Council shall deduct the percentage established in Attachment I, Section III.K. of this Contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.
5. If, or to the extent, there is any conflict between Attachment I, Section III.K., and Section 39. of the Master Contract JM020-06-2022, Section III.K. shall have precedence

K. Financial Consequences

1. The Council will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Council according to the requirements referenced in Attachment I, Section 2.1 of this Contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in Attachment I, Section II. of this Contract.
2. Failure to comply with established assessment and prioritization criteria, as evidenced by the CIRTS reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in Attachment I, Section III.K.
3. Failure to perform management and oversight of Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in Attachment I, Section III.K.
4. Failure to timely submit a CAP within 10 business days after notification of a deficiency by the Council Program Specialist will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed

in accordance with the Council approved CAP, referenced in Attachment I, Section III.K.

5. Failure to provide services in accordance with the current DOEA Programs and Services Handbook, the service tasks described in Attachment I, Section II of this Contract, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin on the 11th business day following the Council's notification that it has failed to correctly, completely, adequately perform contract deliverables identified in this Contract.

END OF ATTACHMENT I

ATTACHMENT II

FUNDING SUMMARY

Note: Title 2 CFR & 2 CFR Part 200, as revised, and Section 215.971, F.S. require that the information about Federal Programs and State Projects included in Attachment I of the Master Contract JM020-06-2022 be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

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

Program Title	Year	Funding Source	CFDA#	Fund Amounts
Title IIIB Support Services	2021	U.S. Dept. of Health and Human Services	93.044	$169,456.71
Title IIIB Council Match	2021		N/A	$15,464.00
Title IIIE Support Services	2021	U.S. Dept. of Health and Human Services	93.052	$5,000.00
Title IIIE Council Match	2021		N/A	$556.00
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				**$190,476.71**

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

FEDERAL FUNDS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133, As amended – Audits of States, Local Governments, and Non-Profit Organizations.

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

MATCHING RESOURCES FOR FEDERAL PROGRAMS

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			**$**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE

Section 215.97, F.S., Chapter 69I-5, FL Admin Code, Reference Guide for State Expenditures, Other fiscal requirements set forth in program laws, rules and regulations.

ATTACHMENT III

OLDER AMERICANS ACT PROGRAM
INVOICE REPORT SCHEDULE

Report #	Based On	Due Date
A1	January Advance*	January 04, 2021
A2	February Advance*	January 04, 2021
1	January Expenditure Report	February 05, 2021
2	February Expenditure Report	March 05, 2021
3	March Expenditure Report	April 07, 2021
4	April Expenditure Report	May 07, 2021
5	May Expenditure Report	June 07, 2021
6	June Expenditure Report	July 08, 2021
7	July Expenditure Report	August 06, 2021
8	August Expenditure Report	September 07, 2021
9	September Expenditure Report	October 07, 2021
10	October Expenditure Report	November 05, 2021
11	November Expenditure Report	December 07, 2021
12	December Expenditure Report	January 07, 2022
13	Final Expenditure and Closeout Report	January 17, 2022

Legend: * Advance based on projected cash need.

Note # 1: Report #1 and #2 for Advances cannot be submitted to the Department of Financial Services (DFS) prior to January 4 or until this Contract with the Council has been executed and a copy sent to DFS. Actual submission of the vouchers to DFS is dependent on the accuracy of the expenditure report.

Note # 2: Report numbers 1 through 10 will reflect an adjustment of one-tenth (1/10) of the total advance amount, on each of the reports respectively, repaying advances on this Contract. The adjustment will be recorded in Part C, 1 of the report.

Note # 3: Submission of expenditure reports may or may not generate a payment request. If the final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 4: Reports submitted after the 10th of the month may be processed the following month.

ATTACHMENT IV

OLDER AMERICANS ACT
BUDGET SUMMARY

A detailed Budget Summary will be provided once the review of the SPA is completed.

ATTACHMENT V

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS

CIVIL RIGHTS COMPLIANCE CHECKLIST

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	County Broward	AAA/Contractor
227 NW 2nd Street	Completed By	
Deerfield Beach, FL 33441	Date	Phone 954-480-4449

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

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 the Council? If NA or NO, explain. NA ☐ YES ☐ NO ☐

7. Compare the staff composition to the population. Is the staff representative of the population? If NA or NO, explain. NA ☐ YES ☐ NO ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population? If NA or NO, explain. NA ☐ YES ☐ NO ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability? If NA or NO, explain. NA ☐ YES ☐ NO ☐

10. Are all benefits, services, and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion, or disability? If NA or NO, explain. NA ☐ YES ☐ NO ☐

11. For in-patient services, are room assignments made without regard to race, color, national origin, or disability? If NA or NO, explain. NA ☐ YES ☐ NO ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA ☐ YES ☐ NO ☐

13. Are employees, applicants, and participants informed of their protection against discrimination? If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain. NA ☐ YES ☐ NO ☐

14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. NA ☐ NUMBER _____

15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If NA or NO, explain. NA ☐ YES ☐ NO ☐

PART III.THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain. YES ☐ NO ☐

17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain. YES ☐ NO ☐

18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES ☐ NO ☐

19. Do recruitment and notification materials advise applicants, employees, and participants of nondiscrimination on the basis of disability? If NO, explain. YES ☐ NO ☐

20. Are auxiliary aids available to assure the accessibility of services to hearing and sight impaired individuals? If NO, explain. YES ☐ NO ☐

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF $50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES ☐ NO ☐

DOEA USE		
Reviewed By		In Compliance: YES NO*
Program Office		*Notice of Corrective Action Sent / /
Date	Telephone	Response Due / /
On-Site Desk Review		Response Received / /

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race, sex, disability, and over the age of 40. 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, disability, and over the age of 40. 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, disability, and over the age of 40. Include the date that enrollment was counted.
   a. 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.
5. Enter the total number of advisory board members and their percent by race, sex, disability, and over the age of 40. 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 Part 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. 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.
9. 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).
10. 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).
11. 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).
12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR § 80.6(d). This should include information on their right to file a complaint of discrimination with either the Department or the U.S. Department of Health and Human Services. 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.

13. Report number of discrimination complaints filed against the program/facility. Indicate the basis (e.g. race, color, creed, sex, age, national origin, disability, and/or retaliation) and 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 of the complaint (e.g. settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.).

14. The program/facility must be physically accessible to mobility, hearing, and sight-impaired 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, and 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.

15. 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. Evaluate, with the assistance of disabled individual(s)/organization(s), current policies and practices that do not or may not comply with Section 504;
    b. Modify policies and practices that do not meet Section 504 requirements;
    c. Take remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; and
    d. Maintain self-evaluation on file, including a list of the interested persons consulted, a description of areas examined, and any problems identified, and a description of any modifications made and of any remedial steps taken 45 CFR
    § 84.6. (This checklist may be used to satisfy this requirement if these four steps have been followed).

16. Programs or facilities that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Part 84 of Title 45, CFR45 CFR § 84.7(b).

17. Programs or facilities that employ 15 or more persons shall designate at least one person to coordinate its efforts to comply with Part 84 of Title 45, CFR. 45 CFR § 84.7(a).

18. Programs or facilities that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the program/facility does not discriminate on the basis of handicap in violation of Section 504 and Part 84 of Title 45, CFR. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in publications of the programs or facilities, and distribution of memoranda or other written communications. 45 CFR § 84.8(a).

19. Programs or facilities that employ 15 or more persons shall provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to benefit from the service in question. Auxiliary aids may include, but are not limited to, brailed and taped materials, interpreters, and other aids for persons with impaired hearing or vision. 45 CFR § 84.52(d).

20. Programs or 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 Part 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT VI

CONTRACT #:
PROV YYYY

RECEIPTS AND UNIT COST REPORT
Program

PROVIDER NAME, ADDRESS, PHONE # and FEID#	FUNDING SOURCE:	THIS REPORT PERIOD
PROVIDER ADDRESS ADDRESS Tel: Fax: FEID #:		Period CONTRACT PERIOD: CONTRACT #: REPORT #1 PSA #: 10

CERTIFICATION: I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in the contract. Further, I certify that the attached monthly and YTD service units /undup clients' report is correct.

Prepared By: _____ Date: _____ Approved By: _____ Date: 20

PART a: INCOME / RECEIPTS	A. Approved Budget	B. Actual Receipts for third report	C. Total Receipts Year to Date		D. % of Approved Budget
1. Federal Funds					
2. State Funds					
3. Program Income					
4. Local Cash Match					
5. SUBTOTAL: CASH RECEIPTS	$0.00	$0.00	$0.00		#DIV/0!
6. Local In-Kind match					
7. TOTAL RECEIPTS	$0.00	$0.00	$0.00		#DIV/0!

PART b: UNIT COST REPORT (A) SERVICE	(B) CONTRACT AMOUNT	(C) UNITS	(D) UNIT RATE	(E) AMOUNT EARNED THIS PERIOD	(F) AMOUNT PREVIOUSLY EARNED	(G) AMOUNT EARNED YTD	YTD Units
FIXED SERVICES							
SERVICE	$0.00	0.00	$18.00	$0.00		$0.00	0.00
SERVICE	$0.00	0.00	$22.00	$0.00		$0.00	0.00
SERVICE	$0.00	0.00	$33.00	$0.00		$0.00	0.00
SERVICE	$0.00	0.00	$44.00	$0.00		$0.00	0.00
SERVICE	$0.00	0.00	$55.00	$0.00		$0.00	0.00
			$0.00	$0.00		$0.00	
			$0.00	$0.00		$0.00	
			$0.00	$0.00		$0.00	
			$0.00	$0.00		$0.00	
	$0.00			$0.00	$0.00	$0.00	

PART c: OTHER REVENUE / PROGRAM INCOME	A. Total - Current Month	B. Total - Year To Date
1.CONTRIBUTIONS: (EXCLUDES CLIENT CO-PAY COLLECTIONS)	$0.00	$0.00
2.CLIENT CO-PAY ASSESSED	$0.00	$0.00
3.CLIENT CO-PAY COLLECTIONS	$0.00	$0.00
4.INTEREST (NET AMOUNT NOT RETURNED)	$0.00	$0.00
5.MATCH VALUATION (INCLUDES CASH & IN-KIND)	$0.00	$0.00

PROV YYYY

CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
PROGRAM

FUNDING SOURCE

PROVIDER NAME, ADDRESS, PHONE & FEID #	TYPE OF REPORT:	THIS REQUEST PERIOD:
PROV	A. PAYMENT REQUEST:	Period
	Regular X Supplemental	
ADDRESS		CONTRACT PERIOD:
ADDRESS	B. METHOD OF PAYMENT:	CONTRACT #:
	Advance Reimbursement X	
Tel: Fax:		REPORT #1
FEID #:		PSA # 10

CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.

Prepared By: _____ Date: _____ Approved By: _____ Date: 20

PART A: CONTRACTFUNDS SUMMARY	SERVICE	SERVICE	SERVICE	SERVICE	TOTAL
1. Approved Contract Amount	$0.00	$0.00	$0.00	$0.00	$0.00
2. Previous Funds Requested for Contract Period	$0.00	$0.00	$0.00	$0.00	$0.00
3 Contract Funds Available	$0.00	$0.00	$0.00	$0.00	$0.00
PART B: CONTRACT FUNDS REQUESTED:					
1. Cash Advances (1st-2nd Months)	$0.00	$0.00	$0.00	$0.00	$0.00
2. Amount Earned This Period (= to PSA #10 Form 105Z Part B , Column E)	$0.00	$0.00	$0.00	$0.00	$0.00
3. Total	$0.00	$0.00	$0.00	$0.00	$0.00
	SVC CODE	SVC CODE	SVC CODE	SVC CODE	
PART C: NET FUNDS REQUESTED:					
1. Less Overadvance	$0.00	$0.00	$0.00	$0.00	$0.00
2. Contract Funds Are Hereby Requested (Part B Line 3 minus Part C line 1) Not to exceed Part A Line 3	$0.00	$0.00	$0.00	$0.00	$0.00
ADVANCE EARNED Advance Remaining					

PSA #10 FORM 106C, Dated July 97

BATCH #: _____

DESC: PROV PROG MM/YYYY

VENDOR ID: P-PROV

ACCOUNT #: 20.20.10.JXXXX00.XXXX.XXX

CHECK # _____ CHECK DATE: _____

INPUT: _____ APPROVAL:_____

ATTACHMENT VII

[Enter agency Logos]
[Enter Name of Organization]
Health & Wellness Program (OA3D)
[Enter PSA Number]
Sign-in-Sheet

Date: _____ Start Time: _____ End Time: _____

Location Name (ie. Senior Center):_____

Address (include City, State, Zip Code): _____

Phone #: _____ Funded by: _____

Topic: _____ # of Seniors: _____

Name & Title of Presenter: _____

#	Printed Name	Signature
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

[Name of organization]
[Enter address]
[enter city, state, zip code]
[enter phone number and fax number]
[enter web address]

ATTACHMENT VIII

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 (and Disability) Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), 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 September 21, 2017 Section 435.05(3), F.S.
Form available at: http://elderaffairs.state.fl.us/english/backgroundscreening.php

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. 2020-720

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

Agenda Date: 12/1/2020

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 Third Amendment to Contract #JP119-06-2020 with the Areawide Council on Aging of Broward County, Inc. concerning council funding for the Center of Active Aging Emergency Home Energy Assistance Program; authorizing execution of the Third Amendment; and providing an effective date. *(Fiscal Impact: Funding in the amount of $53,238.28)*

Recommended Action
Commission to vote on Resolution

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

Fiscal Impact
Account Name: Home Energy Assistance
Account Number: 101-1210-331-69-91

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 originally for $38,850.94 through September 30, 2020. Due to COVID-19, the Contract was amended to extend the Contract term through March 31, 2021. On November 10, 2020, the City Commission approved a second amendment to the Contract to provide for an additional $17,976.73 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.

Current Activity
The Council desires to amend the Contract to decrease the total administrative funding amount by $3,589.45, bringing the total funding for the Contract to $53,238.28.

Recommendation
Approval

RESOLUTION NO. 2020/

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

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

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

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

WHEREAS, due to the COVID-19 pandemic, the Contract was amended to extend the termination date until March 31, 2021; and

WHEREAS, on November 10, 2020, the City Commission approved a second amendment to the Contract to provide for an additional $17,976.73 of funding from the Council, 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; and

WHEREAS, the Council desires to amend the Contract to decrease the total administrative funding amount by $3,589.45, as provided in the attached Exhibit "A" (the "Third Amendment"); and

WHEREAS, City Staff recommends the City Commission approve and authorize execution of the Third Amendment to the Contract with the Council.

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 of this Resolution.

Section 2. The City Commission hereby approves the Third Amendment to the Contract with the Council, attached as Exhibit "A."

Section 3. The City Commission hereby authorizes the City Manager to execute the Third Amendment to 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 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	Nayshira Pandya, M.D. ~~PAULINE GRANT~~
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#		This Request Period:
PROVIDER . **ADDRESS** . **Tel: Fax:** **FEID #:**	TYPE OF REPORT: Advance Request _____ Reimbursement Request __X__	**PERIOD** **CONTRACT PERIOD** **0** **CONTRACT #:** **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:

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

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:

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.

NEFP JP119-06-2020 001

Final Audit Report 2020-09-29

Created:	2020-09-25
By:	Natasha Elfarghali (fiscal@adrcbroward.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMF--fb78jd-cR4gAc8k_jN6T0XyylYPC

"NEFP JP119-06-2020 001" History

Document created by Natasha Elfarghali (fiscal@adrcbroward.org)
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Document emailed to David Santucci (dsantucci@dfb.city) for signature
2020-09-25 - 10:07:22 PM GMT

Email viewed by David Santucci (dsantucci@dfb.city)
2020-09-25 - 10:09:10 PM GMT- IP address: 50.204.63.190

Document e-signed by David Santucci (dsantucci@dfb.city)
Signature Date: 2020-09-28 - 1:36:12 PM GMT - Time Source: server- IP address: 107.202.250.50

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2020-09-28 - 1:36:15 PM GMT

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2020-09-28 - 2:28:51 PM GMT- IP address: 50.204.63.190

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2020-09-29 - 5:58:06 PM GMT- IP address: 50.204.63.190

Document e-signed by S. Gillyard (sgillyard@dfb.city)
Signature Date: 2020-09-29 - 5:59:14 PM GMT - Time Source: server- IP address: 50.204.63.190

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2020-09-29 - 5:59:16 PM GMT

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2020-09-29 - 8:25:02 PM GMT- IP address: 99.33.198.94

Document e-signed by Pauline Grant (pgrant5597@aol.com)
Signature Date: 2020-09-29 - 8:25:41 PM GMT - Time Source: server- IP address: 99.33.198.94

Adobe Sign

Agreement completed.

2020-09-29 - 8:25:41 PM GMT

Adobe Sign

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 (05/01/2020)

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 Stamp**
Date of birth:	Age:	SSN:	
Service address:			
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: _____ Date of contact: _____ Has the applicant received LIHEAP crisis assistance during the current season?
Account Number:	Account/Voucher Number:	Date:	
Minimum Amount Due:_____	Amount Due:_____		
Verification and Commitment Contact Person: _____ Date:_____	☐ Blanket ☐ Portable Fan ☐ Space Heater ☐ Window A/C ☐ Repair Existing Heating or Cooling Equipment ☐ Emergency Shelter ☐ Other		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:		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. _____ _____ _____
Account Number:	Account/Voucher Number:	Date:	
Minimum Amount Due:_____	Amount Due:_____		
Verification and Commitment Contact Person: _____ Date:_____	☐ Blanket ☐ Portable Fan ☐ Space Heater ☐ Window A/C ☐ Repair Existing Heating or Cooling Equipment ☐ Emergency Shelter ☐ Other		

(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.

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 decrease the contract amount by $3,589.45, decrease the level of services accordingly, and change the total contract funding from $56,827.73 to $53,238.28, and replace an attachment.

(1) Section 4. 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 **$53,238.28** 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) ATTACHMENT I, Section 3.1 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 **$53,238.28** 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) ATTACHMENT II is hereby revised and replaced in its entirety.

(4) Attachment IV 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.

IN WITNESS THEREOF, the Parties hereto have caused this 4-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
DUNS: 086-382-090

Areawide Council on Aging of Broward County, Inc.

SIGNED BY

PAULINE GRANT
NAME

PRESIDENT
TITLE

DATE

Reviewed by:

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	$53,238.28
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				$53,238.28

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 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	$ 4,895.94

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	$ 9,182.83
TOTAL EHEAP Benefits (Crisis)	$ 39,159.51
TOTAL	$ 53,238.28

Projected minimum number of applications: 141

A detailed Budget Summary will be provided to replace this page upon receipt of the revised Cost Analysis Report and Budget Detail.

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. 2020-678

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

Agenda Date: 12/1/2020

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 grant of a 10-foot wide utility easement at 401 SW 4th Street to Florida Power & Light; authorizing execution of the Easement Agreement; providing for implementation, conflicts, and an effective date. *(Funds from Account #453-4558-534-60-43 - Equipment)*

Recommended Action
Commission to vote on Resolution

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

Fiscal Impact
Costs: $1.00
Account Name: Equipment
Account Number: 453-4558-534-60-43

Background/History
On August 6, 2019, the City Commission authorized execution of the Guaranteed Energy, Water and Wastewater Performance Savings Agreement with Siemens Industry Inc. (“Siemens”), for energy performance contracting services (the “Siemens Contract”). The Siemens Contract includes the construction of a compressed natural gas ("CNG") filling station (the "Station") at Central City Campus (the "CCC"). This Station is intended to service the current and future CNG waste collection fleet as well as any additional CNG fueling needs of the City. This Station will allow the City to purchase its own CNG, therefore reducing the cost of gas and eliminating dependency on the Waste Management filling station. The portion of the Siemens Investment Grade Audit that explains the CNG Station FIM is included in the agenda backup.

Current Activity
Florida Power & Light ("FPL") will be providing electricity to the Station and requires the granting of a utility easement.

The subject easement is situated on property at 401 SW 4th Street (recorded in Plat Book 172, Page 73) in the Deerfield Beach Public Works Facility plat.

This is a request to grant a 10-foot wide utility easement.

The proposed dedication of a new 10-foot wide utility easement will provide the required electric infrastructure for CNG station. This will allow FPL to construct, operate, and maintain underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment).

Copies of the legal sketch and description are attached for reference.

FPL requires a $1.00 fee to process the easement.

The Planning and Zoning Division had no comments associated with the site.

Recommendation
Staff recommends approving the dedication of the described utility easement located at 401 SW 4th Street to FPL.

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE GRANT OF A 10-FOOT WIDE UTILITY EASEMENT AT 401 SW 4th STREET TO FLORIDA POWER & LIGHT; AUTHORIZING EXECUTION OF THE EASEMENT AGREEMENT; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, on August 6, 2019, the City Commission authorized execution of the Guaranteed Energy, Water and Wastewater Performance Savings Agreement with Siemens Industry Inc. ("Siemens"), for energy performance contracting services (the "Siemens Contract"); and

WHEREAS, part of the Siemens Contract includes the construction of a compressed natural gas ("CNG") filling station (the "Station") at Central City Campus (the "CCC"); and

WHEREAS, this Station is intended to service the current and future CNG waste collection fleet, as well as any additional CNG fueling needs of the City, and allow the City to purchase its own CNG, therefore reducing the cost of gas and eliminating dependency on the Waste Management filling station; and

WHEREAS, since Florida Power & Light ("FPL") will be providing electricity to the Station, FPL requires a utility easement to construct, operate, and maintain underground electric utility facilities, including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment (collectively, the "Facilities"); and

WHEREAS, the City is the owner of certain real property located at 401 SW 4th Street, Deerfield Beach, Florida, more particularly shown on the attached Exhibit "A" (the "Easement Property"); and

WHEREAS, FPL will be responsible for the maintenance of the Facilities once installed and requires that a utility easement be granted at the Easement Property, as shown on Exhibit "A," to secure access for the installation and maintenance of the Facilities (the "Utility Easement"); and

WHEREAS, the City Commission finds that approving the Utility Easement serves a municipal purpose; and

WHEREAS, the City Commission finds that approval of the Utility Easement is in the best interest and welfare of the residents of the City.

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

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

Section 2. The City Commission hereby approves the Utility Easement, as shown in Exhibit "A," together with any non-substantial changes acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3. The appropriate City officials are hereby authorized and directed to execute the necessary documents to effectuate the purpose and intent of this resolution.

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

Section 5. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part of application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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

4.10 FIM-10: Compressed Natural Gas Fueling Station

Siemens conducted an audit of the City's trash truck fleet vehicles for this investment grade audit. The audit consisted of interviews with City staff, site observations, an analysis of the existing CNG fleet operations, meetings with the gas utility, and an extensive financial modeling effort. The results of this audit provide the basis for the CNG station design and are presented below:

- The City will have 18 CNG trash trucks by the time the CNG station is constructed.
- The City will commit to a total fleet of 30 CNG vehicles; the remaining 15 vehicles will remain diesel-powered to maintain fuel diversity to insure resiliency of service in emergency conditions.
- The trucks will "convert" from diesel to CNG at a rate of 2 per year until year 7, when the CNG fleet will total 30 vehicles.
- Each truck will require approximately 45 diesel gallon equivalents (DGE) of fuel per day for 261 days per year for a total of 11,745 gallons/vehicle/year.
- The trucks will "convert" from diesel to CNG at a rate of 2 per year until year 7, when the CNG fleet will total 30 vehicles.
- Of 15 existing CNG vehicles, 8 trucks fuel CNG from the front and are of "front load" design. 4 of the existing trucks fuel on the left side and 3 of the existing trucks fuel on the right side. All new trucks will be front-load (front fuel) design.
- The avoided CNG price at the Monarch Hills landfill site is $2.89/DGE escalating at a rate of 2.5% per year
- Time fill design is appropriate (trucks return every night and must refill over a 10-hour period from a parking space)
- Peoples Gas will provide gas at 15 psig by will running a special line to the project. The interconnect will be provided for no capital cost as part of the City entering a 15-year natural gas purchasing commitment.
- Financial models were based on an initial Natural Gas (NG) price from Peoples at $5.89/MMBtu and escalate this cost at 2.5% per year
- Fixed operating costs of the CNG station are projected at $0.76/DGE in year 1 and variable operating expenses projected at $1.05/DGE (including NG and electricity) in year 1. Projected operating costs do not include financing or capital costs which are captured in the project's overall cash flows.

Siemens processed the above information into an action plan and a CNG design to accommodate the City's fleet needs.

PROJECT SCOPE

Based on the results of the audit, Siemens developed the following CNG design for the City:

- 31 time fill fueling ports, 2 fast fill priority fueling hose at compressor station
    - (24) 4-hose posts, front load design
    - (4) 1-hose posts, front and left-side fill
    - (3) 1-hose posts, front and right-side fill

  - (2) fast-fill hose (priority) at the compressors
- Time fill/Buffer fill valve panel, unmetered
- (1) 3-pack storage assembly, 34,700 scf @ 4,500 psig (20" diameter x 23' long)
- Manual regeneration twin tower CNG dryer rated at 610 scfm at 15 psig with 21 MMscf per tower between regenerations (based on 7#/MMscf)
- 15 psig NG inlet (after detailed conversations with utility)
- ANGI NG300 Duplex compressors, 2 total @ 300 scfm each, 150 hp each
- Demand = 30 trucks x 50 gal x 135 scf/gal / 10 hours / 60 min = 337 scfm
- Supply = 600 scfm, 600/337 = 78% safety factor
- Redundancy = 300 scfm / 337 scfm = 89%

In addition to the above information, during our audit the City later identified that the CNG facility will be located on top of a closed landfill. As such, there will be several additions to the scope as outlined below:

- Siemens addressed potential subsurface instability by engaging a geotechnical consultant to determine the subsurface bearing capacity of the material lying beneath the compressor foundations. Their analysis concluded that the bearing capacity of the subsurface material is adequate for our spread footing design.
- Siemens addressed environmental concerns by engaging SCS Engineers. SCS identified the following additional action items for CNG construction:
  - Prepare and submit and excavation and disposal plan (EDP) for approval by Broward County
  - EDP is parallel critical path item along with equipment lead time
  - EDP will prescribe waste handling procedures and separation requirements
  - Excavated waste to be collected and tested for TCLP before paid disposal at nearby class 1 landfill if non-hazardous
  - A water truck will be provided for dust control if necessary
  - SCS will conduct soil vapor probe monitoring along CNG trenches
  - SCS will conduct ambient air monitoring before/during/after soil disturbance
  - CNG contractor will wear personal air monitors while in trench or excavating trench

SAVINGS

CNG is quite different from traditional FIMS because it is viewed as a complex capital project with its own cashflows. The savings stream will result from the avoided costs of filling the City's CNG fleet vehicles at the nearby Monarch Hills CNG station. Those savings are offset by the capital and operating costs associated with Deerfield Beach owning and maintaining its own CNG station, the primary assumptions of which are listed above. The rate of return on the CNG project is also dependent upon the rate at which the City adopts and deploys new CNG vehicles as it replaces its rolling stock. Other variables included in the analysis but not itemized is this summary include vehicle maintenance and travel time.

The results of our modeling demonstrate the CNG project will have the following economic attributes:

- Unlevered cumulative positive cashflow of approximately 8 years
- Unlevered 15-year IRR of approximately 11%
- Simple Payback of approximately 13 years

MEASUREMENT AND VERIFICATION

The Measurement and Verification (M&V) of the CNH station will be International Performance Measurement and Verification Protocol (IPMVP) Option A: Retrofit Isolation: Key Parameter Measurement. Siemens will conduct a one-time testing of the system capacity to verify and validate the designed capacity for the intended CNG fleet is met.

SKETCH AND LEGAL DESCRIPTION OF
A PORTION OF PARCEL "A", P.B. 172, PG. 73

EXHIBIT "A"

LEGAL DESCRIPTION:

A PORTION OF PARCEL "A", DEERFIELD BEACH PUBLIC WORKS FACILITY PLAT, AS RECORDED IN PLAT BOOK 172, PAGE 73, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING A 10 FOOT WIDE STRIP OF LAND LYING 5' ON EITHER SIDE OF A CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL "A", LYING ON THE EAST LINE OF THE 80 FOOT WIDE NATURA AVENUE RIGHT OF WAY AS SHOWN ON SAID DEERFIELD BEACH PUBLIC WORKS FACILITY PLAT, THENCE RUN N89°07'19"E, ALONG THE SOUTH LINE OF PARCEL "A" FOR A DISTANCE OF 183.47 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE N10°33'54"W FOR A DISTANCE OF 193.15 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE; WITH THE SIDELINES OF SAID 10 FOOT STRIP OF LAND RUNNING PARALLEL TO SAID CENTERLINE AND BEING SHORTENED OR LENGTHENED TO TERMINATE AT THEIR INTERSECTION WITH THE SOUTH LINE OF SAID PARCEL "A".

SURVEYOR'S NOTES:

1. BEARINGS SHOWN ARE REFERENCED TO THE DEERFIELD BEACH PUBLIC WORKS FACILITY PLAT (P.B. 172, PG. 73), WITH THE SOUTH LINE OF PARCEL "A" BEARING N89°07'19"E.
2. THIS SKETCH AND LEGAL DESCRIPTION EXHIBIT IS NOT A SURVEY.
3. ALL COORDINATES AND DIMENSIONS ARE U.S. SURVEY FEET (12 METERS = 39.37 FEET)
4. THIS EXHIBIT CONSISTS OF 2 PAGES. EXHIBIT IS NOT VALID WITHOUT ALL PAGES.
5. IF THIS EXHIBIT IS IN PAPER FORMAT, IT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.
6. IF THIS EXHIBIT IS IN AN ELECTRONIC FORMAT, IT IS ONLY VALID IF IT CONTAINS AN ELECTRONIC SIGNATURE AS SPECIFIED IN CHAPTER 5J-17.062(3) OF THE FLORIDA ADMINISTRATIVE CODE.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION HAS BEEN MADE UNDER MY DIRECTION, AND COMPLIES WITH STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, AND THAT SAID EXHIBIT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Digitally signed by William Wright
Date: 2020.09.22 10:56:16 -04'00'

WILLIAM J WRIGHT, P.S.M.
LICENSE NO. 6868, STATE OF FLORIDA
ELECTRONIC VERSION OF THIS EXHIBIT SIGNED AND SEALED BY WILLIAM J WRIGHT, P.S.M., ON DATE SHOWN, USING AN SHA-1 AUTHENTICATION CODE. AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

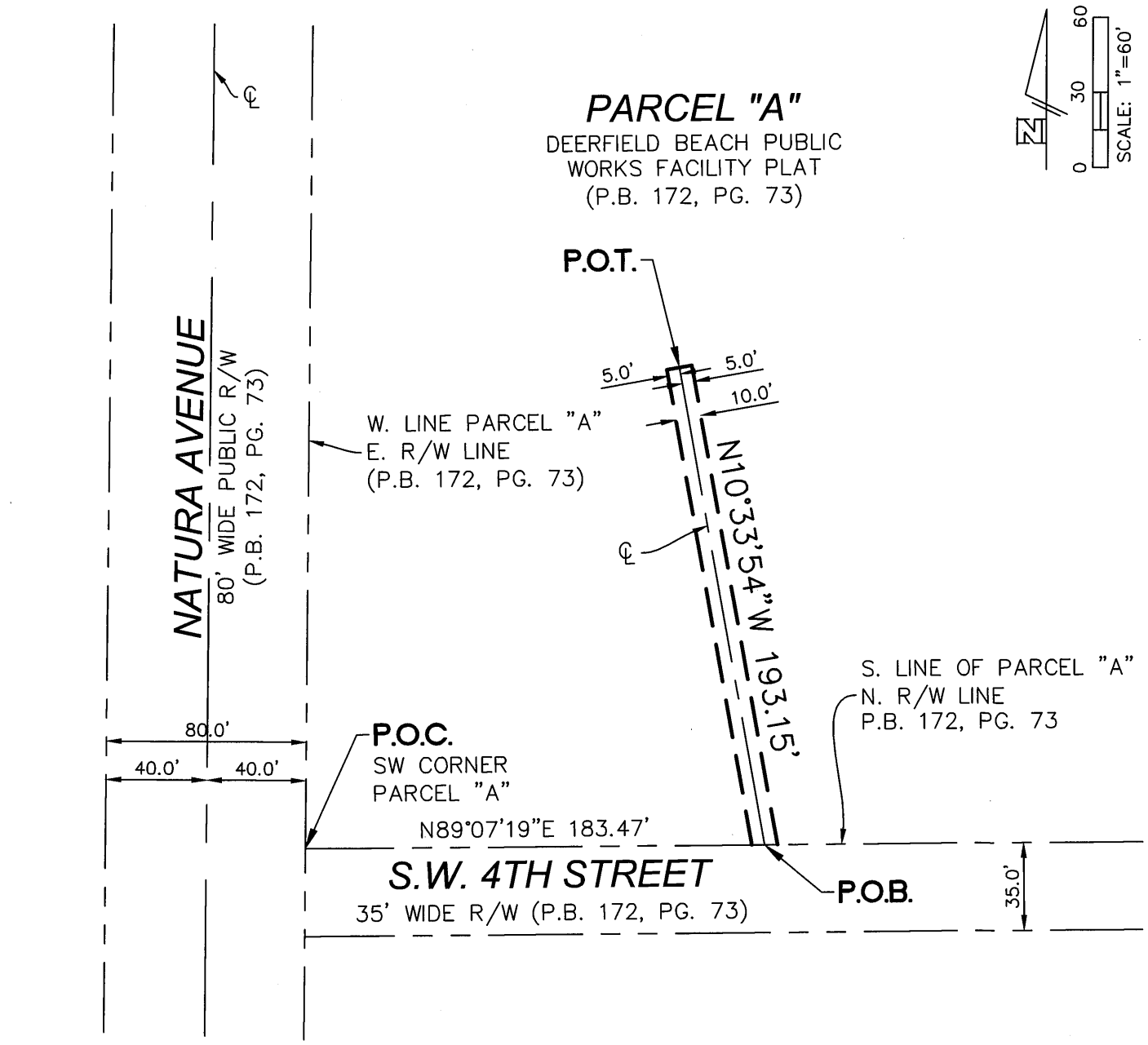
PAPER COPIES OF THIS EXHIBIT NOT VALID WITHOUT ORIGINAL INK SIGNATURE AND RAISED SEAL.

WILLIAM J WRIGHT ☆ License Number 6868 ☆ STATE OF FLORIDA ☆ Professional Surveyor and Mapper

WrightPSM, LLC
PROFESSIONAL SURVEYING AND MAPPING
1248 SE 12TH AVE DEERFIELD BEACH, FL 33441
(772) 538-1858 www.wrightpsm.com
CERTIFICATE OF AUTHORIZATION NO. L.B.8186

SCALE:	DATE: 09/22/2020
JOB NO. 19-0702	PAGE 1 OF 2

SKETCH AND LEGAL DESCRIPTION OF
A PORTION OF PARCEL "A", P.B. 172, PG. 73



ABBREVIATIONS LEGEND

P.O.C.	=	POINT OF COMMENCEMENT
P.O.B.	=	POINT OF BEGINNING
P.O.T.	=	POINT OF TERMINATION
R/W	=	RIGHT OF WAY
℄	=	CENTERLINE
P.B.	=	PLAT BOOK
O.R.	=	OFFICIAL RECORDS BOOK
PG.	=	PAGE
LB	=	LICENSED SURVEYING & MAPPING BUSINESS
P.S.M.	=	PROFESSIONAL SURVEYOR & MAPPER

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CERTIFICATE OF AUTHORIZATION NO. L.B.8186

SCALE:	1"=60'	DATE:	09/22/2020
JOB NO.	19-0702	PAGE	2 OF 2

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-657

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

Agenda Date: 12/1/2020

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 Underground Distribution Facilities Installation Agreement with Florida Power & Light for the installation of underground facilities at the Central City Campus; authorizing the City Manager to execute the Agreement; and providing for an effective date. *(Funds from Account #453-4558-534-60-43 - Equipment)*

Recommended Action
Commission to vote on Resolution

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

Fiscal Impact
Costs: $752.80
Account Name: Equipment
Account Number: 453-4558-534-60-43

Background/History
The Siemens Energy Performance contract includes the construction of a compressed natural gas ("CNG") filling station (the "Station") at Central City Campus. This Station is intended to service the current and future CNG waste collection fleet, as well as any additional CNG fueling needs of the City. This Station will allow the City of Deerfield Beach (the "City") to purchase its own CNG, therefore reducing the cost of gas and eliminating dependency on the Waste Management filling station. The portion of the Siemens Investment Grade Audit that explains the CNG Station FIM is included in the agenda backup.

Current Activity
Florida Power and Light ("FPL") will be providing electricity to the Station. As a result, the City has applied to FPL for underground facilities to be installed on City property. FPL will complete the installation and maintain the line and transformer.

The proposed Underground Distribution Facilities Agreement (the “Agreement”) provides for the City, with the CNG contractor completing the work, to prepare the site for the utility. The Agreement requires a $752.80 payment for Contribution in Aid of Construction. This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL.

The route of the line is demonstrated in the sketches provided in the agenda back-up.

This agreement is contingent on the dedication of the utility easement.

Recommendation
Staff recommends authorizing the execution of an Underground Distributing Facilities Installation agreement with FPL.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT WITH FLORIDA POWER & LIGHT FOR THE INSTALLATION OF UNDERGROUND FACILITIES AT THE CENTRAL CITY CAMPUS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 6, 2019, the City Commission authorized execution of the Guaranteed Energy, Water and Wastewater Performance Savings Agreement with Siemens Industry Inc. ("Siemens"), for energy performance contracting services (the "Siemens Contract"); and

WHEREAS, part of the Siemens Contract includes the construction of a compressed natural gas ("CNG") filling station ("Station") at Central City Campus ("CCC"); and

WHEREAS, this Station is intended to service the current and future CNG waste collection fleet, as well as any additional CNG fueling needs of the City, and allow the City to purchase its own CNG, therefore reducing the cost of gas and eliminating dependency on the Waste Management filling station; and

WHEREAS, since Florida Power and Light ("FPL") will be providing electricity to the Station, the CNG contractor has applied to FPL for underground facilities to be installed at CCC; and

WHEREAS, the proposed Underground Distribution Facilities Agreement, attached as Exhibit "A", (the "Agreement") provides for the City, with the CNG contractor completing the work, to prepare the site for the utility; and

WHEREAS, FPL will complete the installation and maintain the line and transformer; and

WHEREAS, the Agreement requires a $752.80 payment for Contribution in Aid of Construction, which amount is based on the currently effective tariff filed with the Florida Public Service Commission by FPL; and

WHEREAS, City staff recommends approval and authorization to execute the Agreement with FPL, attached as Exhibit "A," for installation of underground facilities at CCC.

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 of this Resolution.

Section 2. The City Commission hereby approves the Agreement with FPL, attached as Exhibit "A," for installation of underground facilities at CCC.

Section 3. The City Commission hereby authorizes the City Manager to execute the Agreement with FPL, 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

_____
BILL GANZ, MAYOR

ATTEST:

_____
SAMANTHA GILLYARD, CMC, CITY CLERK

FPL

UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this _24th__ day of _September_____, 2020 _____ by and between _City of Deerfield Beach_____ (hereinafter called the Customer) and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as ___401 SW 4th St Deerfield Beach 33441_____located in (City/County).

That for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall pay FPL a Contribution in Aid of Construction of (the total Contribution) to cover the differential cost between an underground and an overhead system. This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is more particularly described on Exhibit A attached hereto.

2. Residential - That a credit shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as shown on Exhibit B, if applicable, and approved by FPL. If such credit applies, the resulting Contribution cash payment shall be $____.

3. Any contribution and credits are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.

4. That the Contribution provides for 120/208V, three phase underground electrical service with facilities located on private property in easements as required by FPL. The contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.

5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

   If the property is subject to an underground ordinance, FPL shall notify the appropriate governmental agency that satisfactory arrangements have been made with the Customer as specified by FPL.

   Title to and ownership of the facilities installed as a result of this agreement shall at all times remain the property of FPL.

6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordinations required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, and recorded, at no cost to FPL, prior to trenching, installation and/or construction of FPL facilities. FPL may require mortgage subordinations when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.

   a) The Customer shall furnish FPL a copy of the deed or other suitable document, which contains a full legal description, and exact name of the legal owner to be used when an easement is prepared, as required by FPL.

   b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.

   c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the customer to grant new easements and obtain any necessary mortgage subordinations to cover FPL's installed facilities, at no cost to FPL, and FPL will release the existing easement. Mortgage subordinations will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.

7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:

   a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,

   b) A construction schedule,

   c) An estimate of when electric service will be required, and

   d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL plats provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.

8. Prior to FPL construction pursuant to this agreement, the Customer shall:

   a) Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.

   b) Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.

   c) It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.

   d) Provide sufficient and timely advance notice (30 days) as required by FPL, for FPL to install its facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.

   e) Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.

   f) Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. At the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies.

   g) Provide a meter enclosure, downpipe and ell which meet all applicable codes and FPL specifications and which will accommodate FPL's service cable size and design. These items must be confirmed with FPL prior to purchase. FPL will not be responsible for costs involved in modifying or replacing items which do not meet the above criteria.

9. FPL shall:

   a) Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.

   b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.

   c) Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.

10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.

11. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted:

_____
For FPL (Date)

WR Number:___9292567_____

Accepted:

_____
Customer (Date)

_____
Witness (Date)

_____
Witness (Date)

UCD TARIFF ESTIMATE - UCD Tariff Effective: 9/5/2019 WR # 9292567 DATE: 11/19/2020

PROJECT: CNG LOCATION: 401 SW 4TH ST, DEERFIELD BEACH

DESIGNER 0

Exhibit "A" Exhibit "B"

		# OF UNITS			# OF UNITS		CHARGES	CREDITS
(13.2.12.a) Primary lateral riser (if from overhead termination point), pad mounted transformer and trench with cable-in-conduit not to exceed 150 feet for radials and 300 feet for loops.								
		From Overhead Termination Point			From Existing Underground Termination Point			
(13.2.12.a.1) Single Phase Radial	$0.00	X		qty	$0.00	X	qty	$ -
(13.2.12.a.2) Two Phase Radial	$0.00	X		qty	$0.00	X	qty	$ -
(13.2.12.a.3) Three Phase Radial - 150KVA	$0.00	X		qty	$0.00	X	qty	$ -
(13.2.12.a.4) Three Phase Radial - 300 KVA	$0.00	X		qty	$0.00	X	qty	$ -
(13.2.12.a.5) Single Phase loop	$0.00	X		qty	$0.00	X	qty	$ -
(13.2.12.a.6) Two Phase Loop	$0.00	X		qty	$0.00	X	qty	$ -
(13.2.12.a.7) Three Phase Loop - 150 KVA	$0.00	X		qty	$0.00	X	qty	$ -
(13.2.12.a.7) Three Phase Loop - 300 KVA	$0.00	X		qty	$0.00	X	qty	$ -
(13.2.12.b) Secondary riser and lateral, excluding handhole or junction box, with connection to Applicant's service cables no greater than 20 feet from Company riser pole.								
(13.2.12.b.1) Small Single Phase 4/0 TPX or smaller	$601.33	X		per riser				$ -
(13.2.12.b.2) Large Single Phase larger than 4/0 TPX	$1,085.49	X		per riser				$ -
(13.2.12.b.3) Small Three Phase 4/0 QPX or smaller	$884.63	X		per riser				$ -
(13.2.12.b.4) Large Three Phase larger than 4/0 QPX	$1,609.40	X		per riser				$ -
(13.2.12.c) Small UG commercial services (60 Amp 120V / 125 Amp 120/240V per SPO 21010.4)								
(13.2.12.c.1.a) 2 wire (120V) service on accessible wood pole	$506.26	X		per service				$ -
(13.2.12.c.1.b) 3 wire (120/240V) service on accessible wood pole	$463.18	X		per service				$ -
(13.2.12.c.2.a) 2 wire (120V) service on inaccessible wood pole	$584.61	X		per service				$ -
(13.2.12.c.2.b) 3 wire (120/240V) service on inaccessible wood pole	$528.23	X		per service				$ -
(13.2.12.c.3.a) 2 wire (120V) service on accessible concrete pole	$569.74	X		per service				$ -
(13.2.12.c.3.b) 3 wire (120/240V) service on accessible concrete pole	$526.65	X		per service				$ -
(13.2.12.d) Handholes and Padmounted Secondary Junction Boxes, excluding connections.								
(13.2.12.d.1) Handholes								
(13.2.12.d.1.a) Small 24" handhole	$232.68	X		per HH				$ -
(13.2.12.d.1.b) Intermediate 30" handhole	$286.94	X		per HH				$ -
(13.2.12.d.1.c) Large 48" handhole	$533.21	X		per HH				$ -
(13.2.12.d.2) Pad Mounted Junction Box (PM TX Dummy Cabinet M&S #161-40000-7)	$3,226.71	X		per box				$ -
(13.2.12.d.3.a) Pad Mounted Junction Cabinet (22 port 3 phase cabinet M&S #161-40100-3)	$11,704.68	X		per cabinet				$ -
(13.2.12.d.3.b) Tapping conductors (if more than 12 sets)	$88.00	X		per set				$ -
(13.2.12.e) Primary Splice Box including splices and cable pulling set-up								
(13.2.12.e.1) Single Phase per box	$1,109.75	X		per box				$ -
(13.2.12.e.2) Two Phase per box	$1,660.91	X		per box				$ -
(13.2.12.e.3) Three Phase per box	$1,867.45	X		per box				$ -
(13.2.12.f) Additional installation charge for underground primary laterals including trench and cable-in-conduit which exceeds the limits set in 13.2.12.a to reach FPL designated point of delivery.								
(13.2.12.f.1) Single Phase per foot	$0.98	X		per ft.				$ -
(13.2.12.f.2) Two Phase per foot	$3.02	X		per ft.				$ -
(13.2.12.f.3) Three Phase per foot	$1.81	X		per ft.				$ -
(13.2.12.g) Additional installation charge for underground primary laterals including trench and cable-in-conduit extended beyond the FPL designated point of delivery.								
(13.2.12.g.1) Single Phase per foot	$9.41	X		per ft.				$ -
(13.2.12.g.2) Two Phase per foot	$13.88	X		per ft.				$ -
(13.2.12.g.3) Three Phase per foot	$15.29	X		per ft.				$ -
(13.2.12.h) UG Feeder								
(13.2.12.h) 1000 KCMIL (not including switch package)	$10.09	X		per ft.				$ -
(13.2.12.h) Switch package (6/6 or 9/3 per package)	$25,716.84	X		each				$ -
(13.2.12.h) Switch package (4/4 per package)	$25,716.84	X		each				$ -
(13.2.13.a) Trench and backfilling credits								
(13.2.13.a.1) Credit per foot of primary trench	$4.07	X	0	per ft.				$ -
(13.2.13.a.2) Credit per foot of secondary trench	$3.23	X	0	per ft.				$ -
(13.2.13.b) Conduit installation credits								
(13.2.13.b.1) Credit per foot of 2" PVC	$0.70	X	0	per ft.				$ -
(13.2.13.b.2) Credit per foot of >2" PVC	$0.98	X	0	per ft.				$ -
(13.2.13.c) Handhole / primary splice box installation credits								
(13.2.13.c.1) Credit per large HH (greater than 30") / Pri Splice Box	$272.05	X	0	HH(s)				$ -
(13.2.13.c.2) Credit per small / intermediate HH (30" or less)	$71.52	X	0	HH(s)				$ -
(13.2.13.d) Transformer / cap bank pad installation credits								
(13.2.13.d.) Credit per pad	$70.12	X	0	pad(s)				$ -
Feeder Splice Box Credit	$776.87	X		each				$ -
Padmount Switch Chamber Credit	$660.48	X		each				$ -
Additional Charges (e.g. non-rapid trenching, restoration, etc.)								

TOTAL CONTRIBUTION:	$ 752.80	
LESS TOTAL CREDITS:		$ -
TOTAL CASH PAYMENT:	$ 752.80	

TOTAL CUSTOMER PAYMENT	$ 752.80
(CONTRIBUTION MAT + LABOR)	$ -
(CONTRIBUTION CASH)	$ 752.80

11/19/2020 4:21 PM

FPL Installation Scope

Overhead

WR: 9292564

GENERAL NOTES:

- NOTIFY CUSTOMERS OF TEMPORARY POWER AND TRAFFIC INTERRUPTIONS.
- PROVIDE WARNING SIGNALS FOR PEDESTRIANS AND TRAFFIC SIGNALS FOR MOTORISTS.
- SERVICE TO TRAFFIC SIGNAL, SCHOOL FLASHING SIGNAL, AND LIFT STATIONS MUST REMAIN ENERGIZED AT ALL TIMES.

STAKING NOTES:

- PLANNER WILL STAKE PROPOSED POLE LOCATIONS
- GENERAL GROUNDING, GUYING, AND U-GUARD NOTES BOND WIRE (DCS D-2.0.0, FIG. 1 - 3 AND D-7.0.0, DETAIL AAND B)
- ATTACH BOND WIRE TO THE GUY WIRE AND DO NOT ATTACH TO PREFORMED GRIP.
- STREET LIGHT BRACKETS (DCS H-11.0.0, FIG. 1- 4 AND DCS H-11.1.0, FIG. 1 -5)
- GROUND ALL STREET LIGHT BRACKETS (I.E. TO POLE BOND IF GROUND RODS ARE REQUIRED OR TO SYSTEM NEUTRAL IF NO GROUND RODS ARE REQUIRED.
- U-GUARDS (DCS UH-14.0.0 AND UH-14.0.2)
- WOOD POLES: USE TAPCON FASTENERS IN ALL BASE SECTION HOLES AND EVERY OTHER HOLE OF TOP SECTIONS.
- CONCRETE POLES: USE AT LEAST 10 T APCON FASTENERS PER 10 FOOT U-GUARD SECTION AND AT LEAST 6 TAPCON FASTENERS FOR SHORTER SECTIONS. BACK PLATE (DCS UH-14.0.1)
- REQUIRED ON FIRST 10 FOOT SECTION ABOVE GROUND (WOOD AND CONCRETE POLES).
- GUYING (DCS D-2.0.0)
- GUYS SHALL HAVE A GUY MARKER (GUY GUARD) INSTALLED AT ALL LOCATIONS.
- RISER (DCS G-10.1.0 AND G-10.2.0)
- BOND ALL METAL RISER CONDUITS ON POLES. GROUND RODS (DCS G-3.0.1)
- TOP MUST BE A MINIMUM OF 6 INCHES BELOW GRADE.

CONSTRUCTION NOTES:

SCOPE: MAKE READY - INSTALL SLACK SPAN AND A SPAN TO A DEADEND POLE WITH A CUTOUT MOUNTING BRACKET FUSE

3-PHASE @ 25KS FUSING FOR FUTUTRE RADIAL TO PAD

277/480V 500KVA THREE PHASE PMTX TO BE WORKED ON WR9292567

SPECIAL ENVIRONMENTAL NOTE: ENERCON EVALUATED THE PROJECT AREA FOR THE PRESENCE OF SURFACE OF SURFACE WATERS AND JURISDICTIONAL WETLANDS DURING A SITE VISIT CONDUCTED ON SEPTEMBER 30TH 2020 - "DO NOT DISTURB AREA"

SUB/FEEDER: DEERFIELD BEACH/703534

CONSTRUCTION NOTES:

- LOC'N (1) ACC- SET POLE @STAKED LOCATION
- FRAME POLE SIMILAR TO: E - 10.0.0 F3 USE NEUTRAL YOK AS THE 5" RISER U-GUEARD WILL BE ON THE SOUTH QUAD. FRAME FOR CUTOUT MTG. BRKT ON SOUTH QUAD. SIMILAR TO: E-20.0.0F1
- LOC'N (2) INACC - SET POLE @STAKED LOCATION - HAND DIG POLE HOLE - FRAME POLE SIMILAR TO: E-29.0.0 F1
- LOC'N (3) INACC - FRAME SIMILAR TO E - 29.0.0 F1
- LOC'NS (1) TO (2) & (2) TO (3) INSTALL 3 #1/0A & #1/OA- N

Underground

WR: 9292567

CONSTRUCTION NOTES

TRENCH: FPL/FPL CONTRACT

- CENTERLINE OF TRENCH IS 5 FT OUTSIDE R/W EASEMENT:
- 10 FEET FRONT, 5 FEET SIDE, 8 FEET REAR
- MAINTAIN A MINIMUM OF 12" SEPERATON FROM ALL OTHER UTILITIES

CABLE:

- 3PN3C IS 3CC #1/0A 25KV-XLPE IN 1-5" PVC WITH 36" MIN COVER
- ALL CABLE AND/OR CONDUIT ENDS ARE TO BE MARKED WITH AN ELECTRONIC MARKER
- (XXX') DENOTES CABLE PULL DISTANCE
- UNDERGROUND OBSTRUCTIONS ARE TO BE LOCATED PRIOR TO DIGGING

FUSING:

- FUSE ALL PHASES AT 25"KS"

SKETCH AND LEGAL DESCRIPTION OF
A PORTION OF PARCEL "A", P.B. 172, PG. 73

EXHIBIT "A"

LEGAL DESCRIPTION:

A PORTION OF PARCEL "A", DEERFIELD BEACH PUBLIC WORKS FACILITY PLAT, AS RECORDED IN PLAT BOOK 172, PAGE 73, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING A 10 FOOT WIDE STRIP OF LAND LYING 5' ON EITHER SIDE OF A CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL "A", LYING ON THE EAST LINE OF THE 80 FOOT WIDE NATURA AVENUE RIGHT OF WAY AS SHOWN ON SAID DEERFIELD BEACH PUBLIC WORKS FACILITY PLAT, THENCE RUN N89°07'19"E, ALONG THE SOUTH LINE OF PARCEL "A" FOR A DISTANCE OF 183.47 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE N10°33'54"W FOR A DISTANCE OF 193.15 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE; WITH THE SIDELINES OF SAID 10 FOOT STRIP OF LAND RUNNING PARALLEL TO SAID CENTERLINE AND BEING SHORTENED OR LENGTHENED TO TERMINATE AT THEIR INTERSECTION WITH THE SOUTH LINE OF SAID PARCEL "A".

SURVEYOR'S NOTES:

1. BEARINGS SHOWN ARE REFERENCED TO THE DEERFIELD BEACH PUBLIC WORKS FACILITY PLAT (P.B. 172, PG. 73), WITH THE SOUTH LINE OF PARCEL "A" BEARING N89°07'19"E.
2. THIS SKETCH AND LEGAL DESCRIPTION EXHIBIT IS NOT A SURVEY.
3. ALL COORDINATES AND DIMENSIONS ARE U.S. SURVEY FEET (12 METERS = 39.37 FEET)
4. THIS EXHIBIT CONSISTS OF 2 PAGES. EXHIBIT IS NOT VALID WITHOUT ALL PAGES.
5. IF THIS EXHIBIT IS IN PAPER FORMAT, IT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.
6. IF THIS EXHIBIT IS IN AN ELECTRONIC FORMAT, IT IS ONLY VALID IF IT CONTAINS AN ELECTRONIC SIGNATURE AS SPECIFIED IN CHAPTER 5J-17.062(3) OF THE FLORIDA ADMINISTRATIVE CODE.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION HAS BEEN MADE UNDER MY DIRECTION, AND COMPLIES WITH STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, AND THAT SAID EXHIBIT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Digitally signed by William Wright
Date: 2020.09.22 10:56:16 -04'00'

WILLIAM J WRIGHT, P.S.M.
LICENSE NO. 6868, STATE OF FLORIDA
ELECTRONIC VERSION OF THIS EXHIBIT SIGNED AND SEALED BY WILLIAM J WRIGHT, P.S.M., ON DATE SHOWN, USING AN SHA-1 AUTHENTICATION CODE. AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PAPER COPIES OF THIS EXHIBIT NOT VALID WITHOUT ORIGINAL INK SIGNATURE AND RAISED SEAL.

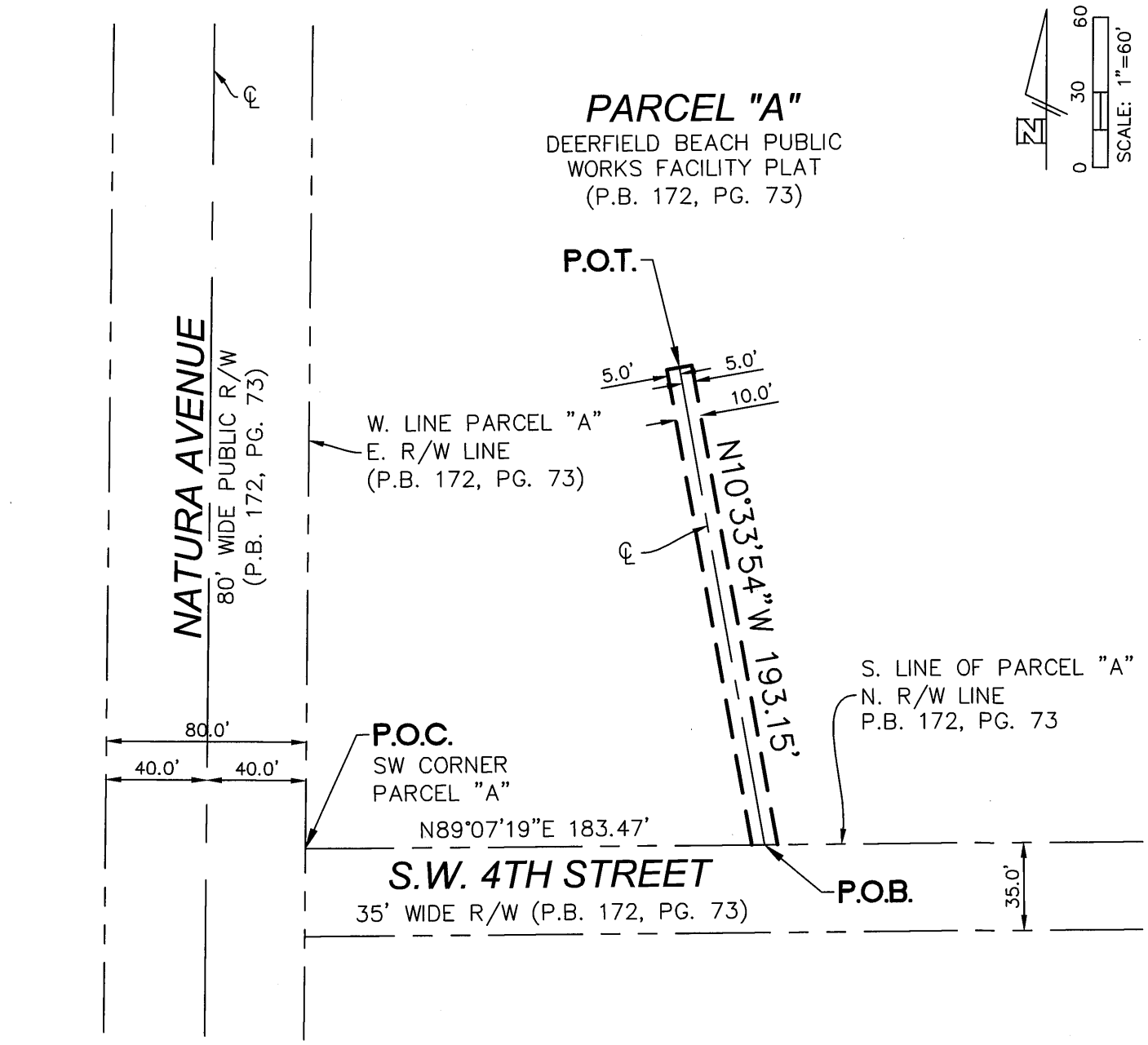
WILLIAM J WRIGHT ☆ License Number 6868 ☆ STATE OF FLORIDA ☆ Professional Surveyor and Mapper

WrightPSM, LLC
PROFESSIONAL SURVEYING AND MAPPING
1248 SE 12TH AVE DEERFIELD BEACH, FL 33441
(772) 538-1858 www.wrightpsm.com
CERTIFICATE OF AUTHORIZATION NO. L.B.8186

SCALE:	DATE: 09/22/2020
JOB NO. 19-0702	PAGE 1 OF 2

C:\Users\wwng\Documents\WrightPSM\Jobs\19-0702_DFB-PublicWorks\CAD Files\19-0702.dwg, 9/22/2020 10:55:24 AM

SKETCH AND LEGAL DESCRIPTION OF
A PORTION OF PARCEL "A", P.B. 172, PG. 73



ABBREVIATIONS LEGEND

P.O.C.	=	POINT OF COMMENCEMENT
P.O.B.	=	POINT OF BEGINNING
P.O.T.	=	POINT OF TERMINATION
R/W	=	RIGHT OF WAY
℄	=	CENTERLINE
P.B.	=	PLAT BOOK
O.R.	=	OFFICIAL RECORDS BOOK
PG.	=	PAGE
LB	=	LICENSED SURVEYING & MAPPING BUSINESS
P.S.M.	=	PROFESSIONAL SURVEYOR & MAPPER

WrightPSM, LLC
PROFESSIONAL SURVEYING AND MAPPING
1248 SE 12TH AVE DEERFIELD BEACH, FL 33441
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CERTIFICATE OF AUTHORIZATION NO. L.B.8186

SCALE:	1"=60'	DATE:	09/22/2020
JOB NO.	19-0702	PAGE	2 OF 2

4.10 FIM-10: Compressed Natural Gas Fueling Station

Siemens conducted an audit of the City's trash truck fleet vehicles for this investment grade audit. The audit consisted of interviews with City staff, site observations, an analysis of the existing CNG fleet operations, meetings with the gas utility, and an extensive financial modeling effort. The results of this audit provide the basis for the CNG station design and are presented below:

- The City will have 18 CNG trash trucks by the time the CNG station is constructed.
- The City will commit to a total fleet of 30 CNG vehicles; the remaining 15 vehicles will remain diesel-powered to maintain fuel diversity to insure resiliency of service in emergency conditions.
- The trucks will "convert" from diesel to CNG at a rate of 2 per year until year 7, when the CNG fleet will total 30 vehicles.
- Each truck will require approximately 45 diesel gallon equivalents (DGE) of fuel per day for 261 days per year for a total of 11,745 gallons/vehicle/year.
- The trucks will "convert" from diesel to CNG at a rate of 2 per year until year 7, when the CNG fleet will total 30 vehicles.
- Of 15 existing CNG vehicles, 8 trucks fuel CNG from the front and are of "front load" design. 4 of the existing trucks fuel on the left side and 3 of the existing trucks fuel on the right side. All new trucks will be front-load (front fuel) design.
- The avoided CNG price at the Monarch Hills landfill site is $2.89/DGE escalating at a rate of 2.5% per year
- Time fill design is appropriate (trucks return every night and must refill over a 10-hour period from a parking space)
- Peoples Gas will provide gas at 15 psig by will running a special line to the project. The interconnect will be provided for no capital cost as part of the City entering a 15-year natural gas purchasing commitment.
- Financial models were based on an initial Natural Gas (NG) price from Peoples at $5.89/MMBtu and escalate this cost at 2.5% per year
- Fixed operating costs of the CNG station are projected at $0.76/DGE in year 1 and variable operating expenses projected at $1.05/DGE (including NG and electricity) in year 1. Projected operating costs do not include financing or capital costs which are captured in the project's overall cash flows.

Siemens processed the above information into an action plan and a CNG design to accommodate the City's fleet needs.

PROJECT SCOPE

Based on the results of the audit, Siemens developed the following CNG design for the City:

- 31 time fill fueling ports, 2 fast fill priority fueling hose at compressor station
    - (24) 4-hose posts, front load design
    - (4) 1-hose posts, front and left-side fill
    - (3) 1-hose posts, front and right-side fill

  - (2) fast-fill hose (priority) at the compressors
- Time fill/Buffer fill valve panel, unmetered
- (1) 3-pack storage assembly, 34,700 scf @ 4,500 psig (20" diameter x 23' long)
- Manual regeneration twin tower CNG dryer rated at 610 scfm at 15 psig with 21 MMscf per tower between regenerations (based on 7#/MMscf)
- 15 psig NG inlet (after detailed conversations with utility)
- ANGI NG300 Duplex compressors, 2 total @ 300 scfm each, 150 hp each
- Demand = 30 trucks x 50 gal x 135 scf/gal / 10 hours / 60 min = 337 scfm
- Supply = 600 scfm, 600/337 = 78% safety factor
- Redundancy = 300 scfm / 337 scfm = 89%

In addition to the above information, during our audit the City later identified that the CNG facility will be located on top of a closed landfill. As such, there will be several additions to the scope as outlined below:

- Siemens addressed potential subsurface instability by engaging a geotechnical consultant to determine the subsurface bearing capacity of the material lying beneath the compressor foundations. Their analysis concluded that the bearing capacity of the subsurface material is adequate for our spread footing design.
- Siemens addressed environmental concerns by engaging SCS Engineers. SCS identified the following additional action items for CNG construction:
  - Prepare and submit and excavation and disposal plan (EDP) for approval by Broward County
  - EDP is parallel critical path item along with equipment lead time
  - EDP will prescribe waste handling procedures and separation requirements
  - Excavated waste to be collected and tested for TCLP before paid disposal at nearby class 1 landfill if non-hazardous
  - A water truck will be provided for dust control if necessary
  - SCS will conduct soil vapor probe monitoring along CNG trenches
  - SCS will conduct ambient air monitoring before/during/after soil disturbance
  - CNG contractor will wear personal air monitors while in trench or excavating trench

SAVINGS

CNG is quite different from traditional FIMS because it is viewed as a complex capital project with its own cashflows. The savings stream will result from the avoided costs of filling the City's CNG fleet vehicles at the nearby Monarch Hills CNG station. Those savings are offset by the capital and operating costs associated with Deerfield Beach owning and maintaining its own CNG station, the primary assumptions of which are listed above. The rate of return on the CNG project is also dependent upon the rate at which the City adopts and deploys new CNG vehicles as it replaces its rolling stock. Other variables included in the analysis but not itemized is this summary include vehicle maintenance and travel time.

The results of our modeling demonstrate the CNG project will have the following economic attributes:

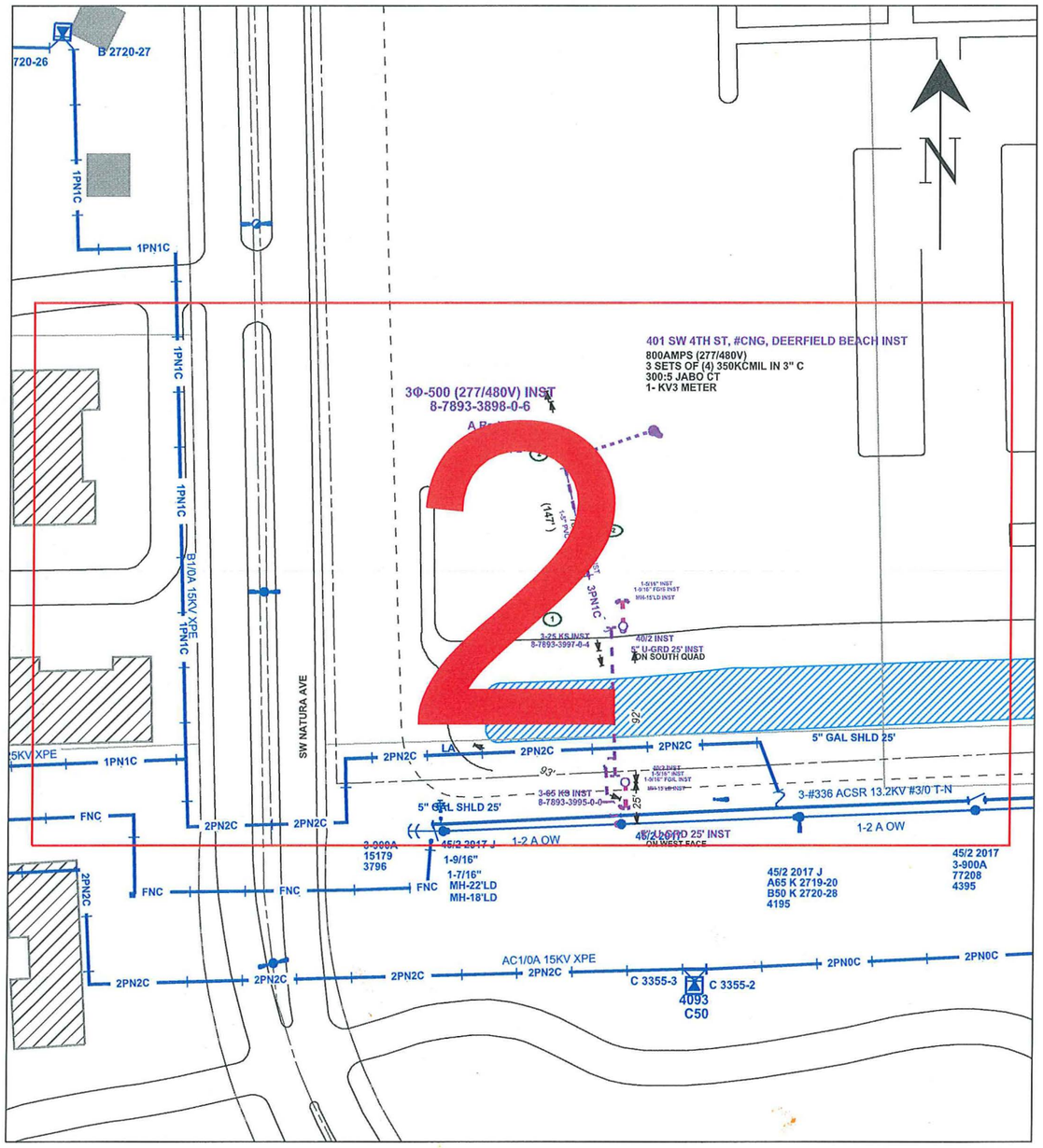
- Unlevered cumulative positive cashflow of approximately 8 years
- Unlevered 15-year IRR of approximately 11%
- Simple Payback of approximately 13 years

MEASUREMENT AND VERIFICATION

The Measurement and Verification (M&V) of the CNH station will be International Performance Measurement and Verification Protocol (IPMVP) Option A: Retrofit Isolation: Key Parameter Measurement. Siemens will conduct a one-time testing of the system capacity to verify and validate the designed capacity for the intended CNG fleet is met.

Cover Sheet: WR#9292567

Page 1 of 2 | [ ] INACCESSIBLE | [X] 13KV | [ ] FUTURE 23KV | [ ] 23KV | [ ] SALT SPRAY | [ ] ROCK



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- THE USER IS WARNED TO UTILIZE AT HIS/HER OWN RISK. USER ASSUMES RISK OF ANY AND ALL LOSS.

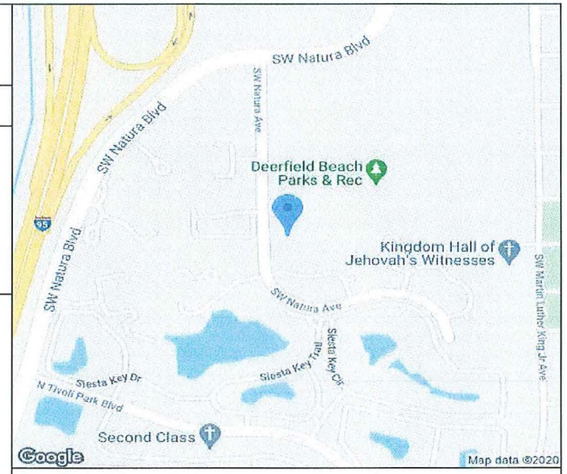
CAUTION
- THIS DRAWING IS MERELY AN APPROXIMATION. EXACT LOCATION OF FPL COMPANY UNDERGROUND FACILITIES MUST BE DETERMINED PRIOR TO ANY SUBSURFACE OPERATIONS IN THIS AREA.
- ALL BOUNDARIES ARE APPROXIMATE. ONLY ACCURATE ON THE DAY OF THIS TRANSMISSION. FACILITY LOCATION AND DEPTH SUBJECT TO CHANGE WITHOUT NOTICE. NOT TO BE USED FOR SURVEY OR EXCAVATION PURPOSES.

NOTE: THE LOCATION AND EXISTENCE OF ANY FACILITIES MAY NOT BE RELIED UPON BY THE SUPPLIER IN RESPONDING TO A BID OR IN COMPLYING WITH ANY CONTRACT. SUPPLIER IS RESPONSIBLE FOR EVALUATING SITE CONDITIONS BOTH ABOVE AND BELOW GROUND INCLUDING UNDERGROUND FACILITY LOCATIONS.

PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES.
CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

CALL SUNSHINE #811 48 HOURS BEFORE YOU DIG LOCATE MARKINGS COLOR CODE			
RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP. SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



CONSTRUCTION NOTES:

REQUIRED DRAWINGS: N/A

TRENCH: FPL/FPL CONTRACT
- CENTERLINE OF TRENCH IS 5 FT OUTSIDE R/W

EASEMENT:
- 10 FEET FRONT, 5 FEET SIDE, 8 FEET REAR
- MAINTAIN A MINIMUM OF 12" SEPERATON FROM ALL OTHER UTILITIES

CABLE:
- 3PN3C IS 3CC #1/0A 25KV-XLPE IN 1-5" PVC WITH 36" MIN COVER
- ALL CABLE AND/OR CONDUIT ENDS ARE TO BE MARKED WITH AN ELECTRONIC MARKER
- (XXX') DENOTES CABLE PULL DISTANCE
- UNDERGROUND OBSTRUCTIONS ARE TO BE LOCATED PRIOR TO DIGGING.

FUSING:
- FUSE ALL PHASES AT 25"KS"

ZERO TODAY!

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:

PERMIT REQ'D						
	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]	
	WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]		

Requested Tel. Co. Set Poles? [ ] | Requested Tel. Co. Transfer? [ ] | Request CATV Transfer? [ ]

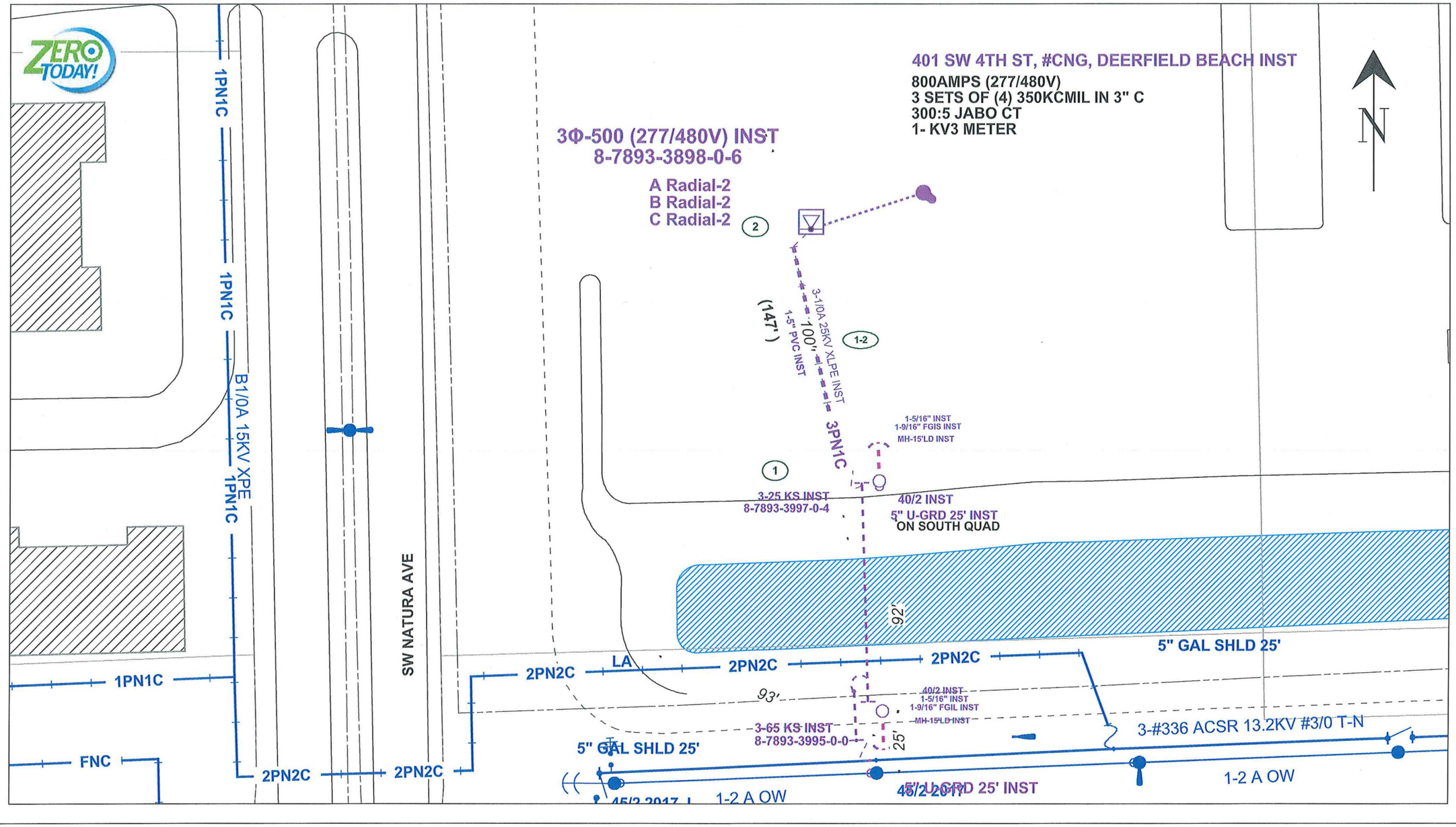
FPL

Job Owner:	Aland Fertil	M/A: NB	Township: 48 Range: 42 Section 01
Designer:	Barry Thompson	100% CAP - INSTALL A 500KVA RADIAL TO PAD PMTX	
Date:	11/03/2020		
Scale: 1" = 82'		401 SW 4TH ST, DEERFIELD BEACH, FL, 33441	
0' 82' 164'		Dwg No. 9292567_11x17 UG.xml	Map No. U0358
		WR: 9292567	Page 1 of 2

IPC	DATE	REVISION
1		
2		
3		
4		

Size: 11 x 17
PRINTED BY: brf0eno
PLOT DATE/TIME: 11/03/2020 10:37:00

FEEDERS:		[ ] INACCESSIBLE	[X] 13KV	[ ] FUTURE 23KV	[ ] 23KV	[ ] SALT SPRAY	[ ] ROCK



REVISION

IPC	DATE
1	
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3	
4	

AS-BUILT CREW PRINT		AS-BUILT COPY	
Foreman's Signature	Date	Initials	Cert. Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print.
Material changes shown on ROS.

Supervisor's Signature _____ Date _____

All required ground rods have been driven & verified to be within FPL standards.
Values are shown at all locations.

Foreman's Signature _____ Date _____

Easement? [ ]		Tree Work? [ ]		Tree Access? [ ]	Tree Staking Req'd? [ ]
Designer/Stake? [ ]		CT/Special Mtr? [ ]		Work with SMO? [ ]	Survey/Stake? [ ]
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:			TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]
	WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	
Requested Tel. Co. Set Poles? [ ]		Requested Tel. Co. Transfer? [ ]		Request CATV Transfer? [ ]	

FPL

Job Owner:	Aland Fertil	M/A: NB	Township: 48 Range: 42 Section 01
Designer:	Barry Thompson	100% CAP - INSTALL A 500KVA RADIAL TO PAD PMTX	
Date:	11/03/2020		
Scale: 1" = 40'		401 SW 4TH ST, DEERFIELD BEACH, FL, 33441	
0' 40' 80'		Dwg No. 9292567_11x17 UG.xml	Map No. U0358
		WR: 9292567	Page 2 of 2

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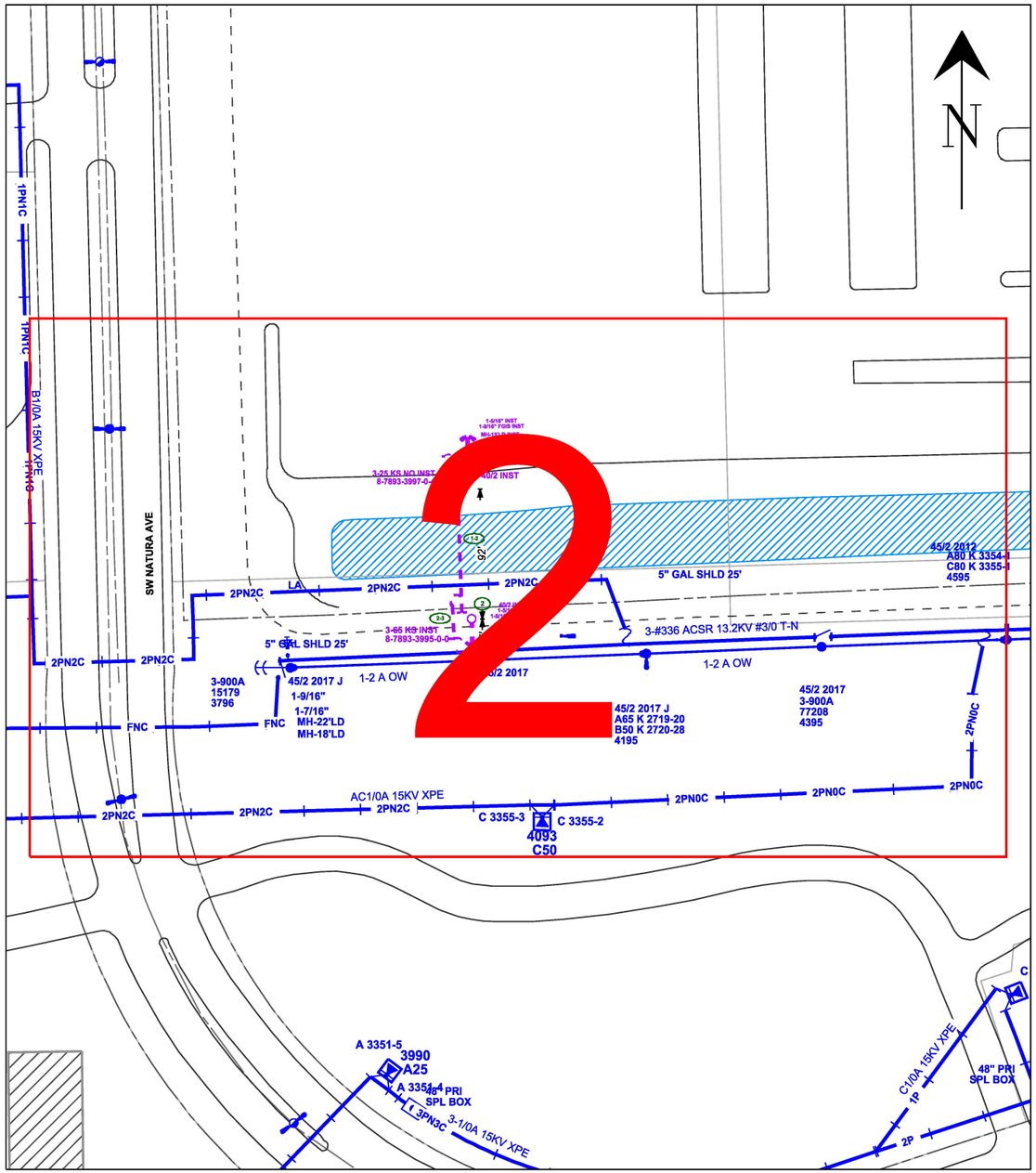
PLOT DATE/TIME: 11/03/2020 10:37:02
Size: 11 x 17

Cover Sheet: WR#9292564

Page 1 of 2 | [X] INACCESSIBLE | [X] 13KV | [ ] FUTURE 23KV | [ ] 23KV | [ ] SALT SPRAY | [ ] ROCK



GENERAL NOTES
- NOTIFY CUSTOMERS OF TEMPORARY POWER AND TRAFFIC INTERRUPTIONS.
- PROVIDE WARNING SIGNALS FOR PEDESTRIANS AND TRAFFIC SIGNALS FOR MOTORISTS.
- SERVICE TO TRAFFIC SIGNAL, SCHOOL FLASHING SIGNAL, AND LIFT STATIONS MUST REMAIN ENERGIZED AT ALL TIMES.

STAKING NOTES:
PLANNER WILL STAKE PROPOSED POLE LOCATIONS

GENERAL GROUNDING, GUYING, AND U-GUARD NOTES
BOND WIRE (DCS D-2.0.0, FIG. 1 - 3 AND D-7.0.0, DETAIL A AND B)
- ATTACH BOND WIRE TO THE GUY WIRE AND DO NOT ATTACH TO PREFORMED GRIP.
STREET LIGHT BRACKETS (DCS H-11.0.0, FIG. 1- 4 AND DCS H-11.1.0, FIG. 1 – 5)
- GROUND ALL STREET LIGHT BRACKETS (I.E. TO POLE BOND IF GROUND RODS ARE REQUIRED OR TO SYSTEM NEUTRAL IF NO GROUND RODS ARE REQUIRED.
U-GUARDS (DCS UH-14.0.0 AND UH-14.0.2)
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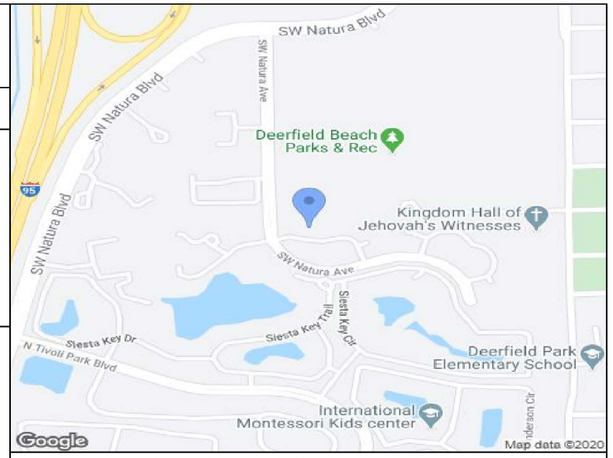
BACK PLATE (DCS UH-14.0.1)
- REQUIRED ON FIRST 10 FOOT SECTION ABOVE GROUND (WOOD AND CONCRETE POLES).
GUYING (DCS D-2.0.0)
- GUYS SHALL HAVE A GUY MARKER (GUY GUARD) INSTALLED AT ALL LOCATIONS.
RISER (DCS G-10.1.0 AND G-10.2.0)
- BOND ALL METAL RISER CONDUITS ON POLES.
GROUND RODS (DCS G-3.0.1)
- TOP MUST BE A MINIMUM OF 6 INCHES BELOW GRADE.



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CONSTRUCTION NOTES:

SCOPE: MAKE READY - INSTALL SLACK SPAN AND A SPAN TO A DEADEND POLE WITH A CUTOUT MOUNTING BRACKET FUSE 3-PHASE @ 25KS FUSING FOR FUTUTRE RADIAL TO PAD 277/480V 500KVA THREE PHASE PMTX TO BE WORKED ON WR9292567

SPECIAL ENVIRONMENTAL NOTE: ENERCON EVALUATED THE PROJECT AREA FOR THE PRESENCE OF SURFACE OF SURFACE WATERS AND JURISDICTIONAL WETLANDS DURING A SITE VISIT CONDUCTED ON SEPTEMBER 30TH 2020 - "DO NOT DISTURB AREA"

SUB/FEEDER: DEERFIELD BEACH/703534

CONSTRUCTION NOTES: "SEE PAGE 2"

CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP. SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

American Disabilities Act
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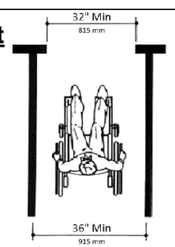

Easement? [ ]		Tree Work? [ ]		Tree Access? [ ]	Tree Staking Req'd? [ ]
Designer/Stake? [ ]		CT/Special Mtr? [ ]		Work with SMO? [ ]	Survey/Stake? [ ]
POLE LINE FT:		POLE LINE FT. ON TRANSM. POLES:		TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]
	WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	
Requested Tel. Co. Set Poles? [ ]		Requested Tel. Co. Transfer? [ ]		Request CATV Transfer? [ ]	

Job Owner:	Aland Fertil
Designer:	Barry Thompson
Date:	11/03/2020
Scale: 1" = 84'	
0' 84' 168'	

M/A: NB	Township: 48 Range: 42 Section 01
99.45% CAP - OH MAKE-READY: INSTALL SLACK SPAN & 1 SPANS	
401 SW 4TH ST, DEERFIELD BEACH, FL, 33441	
Dwg No. 9292564_11x17 OH.xml	Map No. U0358
WR: 9292564	Page 1 of 2

IPC	DATE	REVISION
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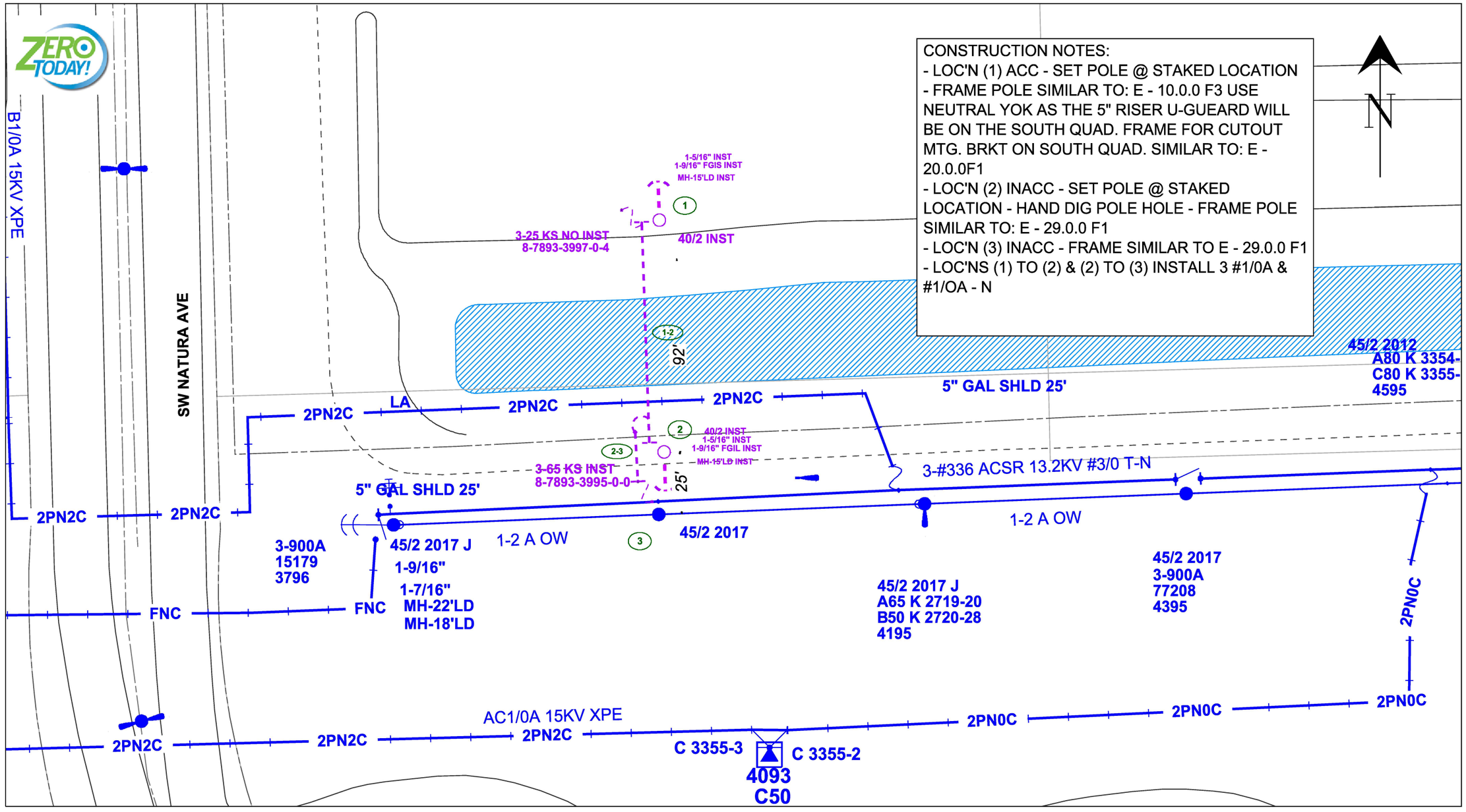
2		
3		
4		

Size: 11 x 17
PRINTED BY: brt0eno
PLOT DATE/TIME: 11/03/2020 09:48:23

FEEDERS:	DEERFIELD BEACH 03534	[X] INACCESSIBLE	[X] 13KV	[ ] FUTURE 23KV	[ ] 23KV	[ ] SALT SPRAY	[ ] ROCK



IPC	DATE	REVISION
1		
2		
3		
4		

PRINTED BY: brt0eno

PLOT DATE/TIME: 11/03/2020 09:48:24

Size: 11 x 17

AS-BUILT CREW PRINT		AS-BUILT COPY	
Foreman's Signature	Date	Initials	Cert. Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

Supervisor's Signature _____ Date _____

All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.

Foreman's Signature _____ Date _____

Easement? [ ]		Tree Work? [ ]		Tree Access? [ ]	Tree Staking Req'd? [ ]
Designer/Stake? [ ]		CT/Special Mtr? [ ]		Work with SMO? [ ]	Survey/Stake? [ ]
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:			TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]
	WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	
Requested Tel. Co. Set Poles? [ ]		Requested Tel. Co. Transfer? [ ]		Request CATV Transfer? [ ]	

FPL

Job Owner:	Aland Fertil	M/A: NB	Township: 48 Range: 42 Section 01
Designer:	Barry Thompson	99.45% CAP - OH MAKE-READY: INSTALL SLACK SPAN & 1 SPANS	
Date:	11/03/2020		
Scale: 1" = 40'		401 SW 4TH ST, DEERFIELD BEACH, FL, 33441	
0' 40' 80'		Dwg No. 9292564_11x17 OH.xml	Map No. U0358
		WR: 9292564	Page 2 of 2

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-669

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

Agenda Date: 12/1/2020

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield, Florida, accepting the Investment Policy and Internal Controls Certification from the City's Chief Financial Officer for the fiscal year ending September 30, 2020; providing for an effective date.

Recommended Action
Commission to vote on Resolution

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

Background/History
Section 218.415, Fla. Stat., requires that investment activity by a unit of local government must be consistent with a written investment plan which has been adopted by the City Commission. The City's current investment policy was adopted on March 6, 2018 via Resolution 2018/045.

Current Activity
The current investment policy (the "Policy") requires certification that the City's investment portfolio is in compliance with the Policy and that the investment procedures and documentation required by the system of internal controls are adequate to safeguard the City's assets. A listing of securities held in the portfolio by type or class, book value, income earned and market value as of September 30, 2020 is also included.

Recommendation
Staff recommends accepting the investment and internal controls certification for the fiscal year that ended on September 30, 2020.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ACCEPTING THE INVESTMENT POLICY AND INTERNAL CONTROLS CERTIFICATION FROM THE CITY'S CHIEF FINANCIAL OFFICER FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 218.415, Fla. Stat., requires investment activity by a unit of local government to be consistent with a written investment plan that has been adopted by the local governing body; and

WHEREAS, the City's current investment policy (the "Investment Policy") was adopted on March 6, 2018 (Resolution 2018/045) and applies to all funds held by the City on behalf of the citizens of the City of Deerfield Beach with the exception of: (i) pension fund assets, and (ii) funds whose uses are restricted by debt covenants, prior contracts or legal, regulatory or other constraints; and

WHEREAS, the Investment Policy requires annual certification that the City's investment portfolio is in compliance with the Investment Policy and that the investment procedures and documentation required by the system of internal controls are adequate to safeguard the City's assets; and

WHEREAS, the City's Chief Financial Officer, Stephanie Tinsley, has prepared the Investment Policy and Internal Controls Certification, attached as Exhibit "A", for the fiscal year ending September 30, 2020 (the "CFO Certification").

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 CFO Certification, attached as Exhibit "A", for the fiscal year ending September 30, 2020 is hereby accepted by the City Commission.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS_____DAY OF_____, 2020.

_____
BILL GANZ, MAYOR

ATTEST:

_____

SAMANTHA GILLYARD, CMC, CITY CLERK

Exhibit A

TO: Honorable Mayor, Members of the City Commission, and City Manager

FROM: Stephanie Tinsley, Chief Financial Officer

DATE: November 10, 2020

RE: Investment Policy and Internal Control Certification

In compliance with Florida Statutes, Section 218.415, as well as the City's internal controls governing the investment of City funds, I, Stephanie Tinsley, Chief Financial Officer for the City of Deerfield Beach, do hereby certify that during the fiscal year ended September 30, 2020, the City's investment portfolio complied with the City's written investment policy and that the investment procedures and documentation required by the system of internal controls are adequate to safeguard the City's assets.

Stephanie Tinsley, CPA, CPFO, CGFM
Chief Financial Officer

Memorandum

TO: David Santucci, City Manager

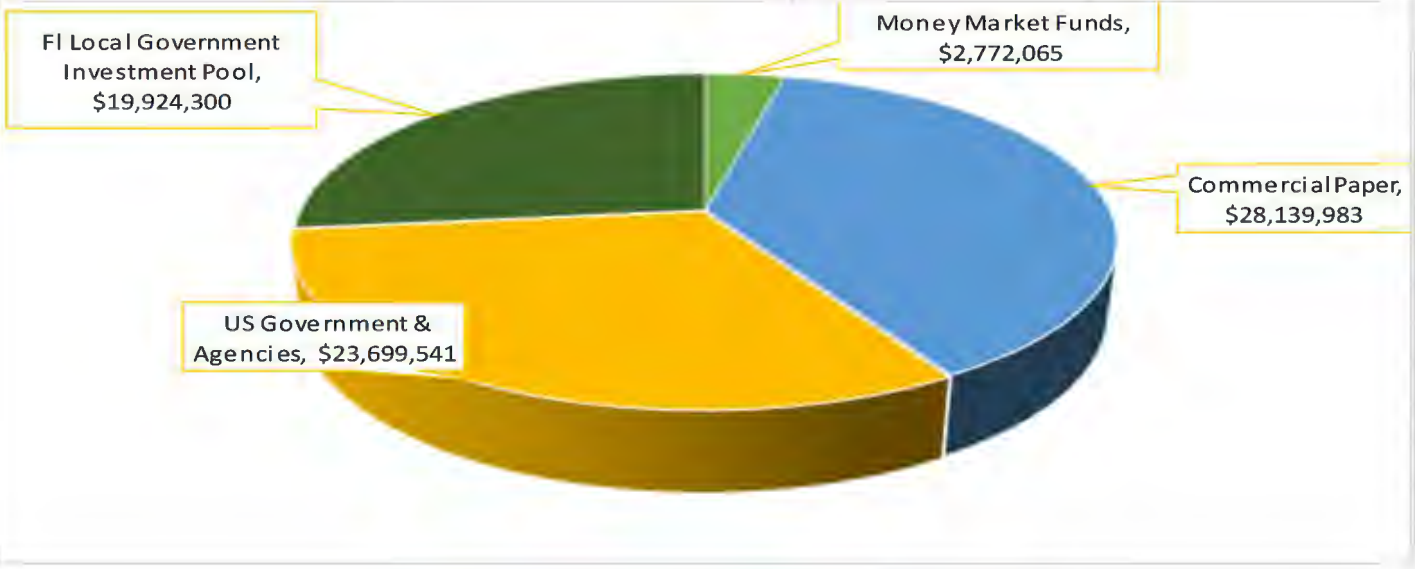
FROM: Stephanie Tinsley, Chief Financial Officer

DATE: October 19, 2020

RE: Quarterly Investment Report

In accordance with the City's investment policy, please find below a summary of the City's investment holdings as of September 30, 2020. A listing of individual securities, the coupon, discount or earnings rate, the average life or duration and final maturity of each investment as well as the par and market values are also detailed in the accompanying pages. Should you have any questions, please do not hesitate to contact me.

Description of Investment	Total	Percentage Holding
Money Market Funds	$ 2,772,065	3.72%
Commercial Paper	$ 28,139,983	37.75%
US Government & Agencies	$ 23,699,541	31.80%
Fl Local Government Investment Pool	$ 19,924,300	26.73%
Total Investment Holding	**$ 74,535,890**	**100%**



City of Deerfield Beach, Florida
Reconciliation of Investment Income
For the Fiscal Year Ended September 30, 2020

	Wells Fargo	FL Prime	Total
Beginning Balance (10/01/2019)	53,859,719.13	15,554,384.64	69,414,103.77
			-
Investment Income	871,819.72	369,915.72	1,241,735.44
Realized Gains and Losses/Amortization	228,781.24	-	228,781.24
Unrealized Gains & Losses/Accrued Income	(340,537.89)	-	(340,537.89)
Expenses	(8,192.46)	-	(8,192.46)
Deposits(Withdrawals)		4,000,000.00	4,000,000.00
Ending Balance (09/30/2020)	**$ 54,611,589.76**	**$ 19,924,300.36**	**$ 74,535,890.12**

Portfolio Holdings

US Dollar

As of 30 September 2020

WC-City of Deerfield Beach
Account: XXXX4100
Investment Strategy: Short Duration Fixed Income
Primary Benchmark: ICE BofA 9-12 Month US Treasury Index

WELLS FARGO Asset Management

Cash

Identifier, Description	Base Original Units, Base Current Units	Coupon, Rating	Final Maturity, Effective Maturity	Base Book Value	Market Price, Yield	Base Accrued Balance, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Market Value + Accrued
CCYUSD Cash	2,737,312.49 2,737,312.49	0.00 AAA	09/30/2020 09/30/2020	2,737,312.49	1.0000 0.00	0.00 0.00	2,737,312.49 2,737,312.49
CCYUSD Receivable	1.09 1.09	0.00 AAA	09/30/2020 09/30/2020	1.09	1.0000 0.00	0.00 0.00	1.09 1.09
CCYUSD **---**	**2,737,313.58** **2,737,313.58**	**0.00** **AAA**	**09/30/2020** **09/30/2020**	**2,737,313.58**	**1.0000** **0.00**	**0.00** **0.00**	**2,737,313.58** **2,737,313.58**

MMFund

Identifier, Description	Base Original Units, Base Current Units	Coupon, Rating	Final Maturity, Effective Maturity	Base Book Value	Market Price, Yield	Base Accrued Balance, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Market Value + Accrued
94975H296 WELLSFARGO:TRS+ MM I	34,751.62 34,751.62	0.01 AAA	09/30/2020 09/30/2020	34,751.62	1.0000 0.23	0.00 0.00	34,751.62 34,751.62
94975H296 **WELLSFARGO:TRS+ MM I**	**34,751.62** **34,751.62**	**0.01** **AAA**	**09/30/2020** **09/30/2020**	**34,751.62**	**1.0000** **0.23**	**0.00** **0.00**	**34,751.62** **34,751.62**

Fixed Income

Identifier, Description	Base Original Units, Base Current Units	Coupon, Rating	Final Maturity, Effective Maturity	Base Book Value	Market Price, Yield	Base Accrued Balance, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Market Value + Accrued
04821TM77 Atlantic Asset Securitization Corp.	1,350,000.00 1,350,000.00	0.00 A-1	12/07/2020 12/07/2020	1,349,572.88	99.9853 0.08	0.00 228.23	1,349,801.10 1,349,801.10
17177LQ23 Ciesco, LLC	1,350,000.00 1,350,000.00	0.00 A-1	03/02/2021 03/02/2021	1,348,860.00	99.9061 0.22	0.00 -127.99	1,348,732.01 1,348,732.01
2284K0NK7 Crown Point Capital Co. LLC	1,350,000.00 1,350,000.00	0.00 A-1	01/19/2021 01/19/2021	1,349,010.00	99.9362 0.21	0.00 128.36	1,349,138.36 1,349,138.36
23305DQ99 DBS Bank Ltd.	1,350,000.00 1,350,000.00	0.00 A-1+	03/09/2021 03/09/2021	1,348,807.50	99.9169 0.19	0.00 70.50	1,348,878.00 1,348,878.00
313385CM6 FEDERAL HOME LOAN BANKS	2,700,000.00 2,700,000.00	0.00 A-1+	03/01/2021 03/01/2021	2,697,735.00	99.9581 0.10	0.00 1,132.51	2,698,867.51 2,698,867.51
313385CU8 FEDERAL HOME LOAN BANKS	1,000,000.00 1,000,000.00	0.00 A-1+	03/08/2021 03/08/2021	999,297.78	99.9561 0.10	0.00 263.33	999,561.11 999,561.11
313385BE5 FEDERAL HOME LOAN BANKS	3,000,000.00 3,000,000.00	0.00 A-1+	01/29/2021 01/29/2021	2,998,500.00	99.9700 0.09	0.00 600.00	2,999,100.00 2,999,100.00
313385AU0 FEDERAL HOME LOAN BANKS	2,400,000.00 2,400,000.00	0.00 A-1+	01/19/2021 01/19/2021	2,398,240.00	99.9725 0.09	0.00 1,100.00	2,399,340.00 2,399,340.00
313385AW6 FEDERAL HOME LOAN BANKS	2,700,000.00 2,700,000.00	0.00 A-1+	01/21/2021 01/21/2021	2,698,992.00	99.9720 0.09	0.00 252.00	2,699,244.00 2,699,244.00
50045VLC5 Komatsu Finance America, Inc.	1,350,000.00 1,350,000.00	0.00 A-1	11/12/2020 11/12/2020	1,349,669.25	99.9876 0.11	0.00 163.05	1,349,832.30 1,349,832.30

The information contained in this report represents estimated trade date investment calculations. Certain calculations may not be available for all time periods. Please refer to your custody statement for official portfolio holdings and transactions. Note that certain accounting methods may cause differences between this investment report and your custody statement.

Portfolio Holdings

US Dollar

As of 30 September 2020

WC-City of Deerfield Beach
Account: XXXX4100
Investment Strategy: Short Duration Fixed Income
Primary Benchmark: ICE BofA 9-12 Month US Treasury Index

WELLS FARGO Asset Management

Identifier, Description	Base Original Units, Base Current Units	Coupon, Rating	Final Maturity, Effective Maturity	Base Book Value	Market Price, Yield	Base Accrued Balance, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Market Value + Accrued
50286LLJ0 La Fayette Asset Securitization Llc	1,300,000.00 1,300,000.00	0.00 A-1	11/18/2020 11/18/2020	1,299,670.67	99.9774 0.17	0.00 35.61	1,299,706.28 1,299,706.28
52952LKU5 Lexington Parker Capital Co. LLC	400,000.00 400,000.00	0.00 A-1	10/28/2020 10/28/2020	399,922.00	99.9876 0.16	0.00 28.53	399,950.53 399,950.53
53944QNC0 LMA S.A.	1,350,000.00 1,350,000.00	0.00 A-1	01/12/2021 01/12/2021	1,349,227.50	99.9408 0.21	0.00 -27.00	1,349,200.50 1,349,200.50
59157TL92 MetLife Short Term Funding LLC	1,350,000.00 1,350,000.00	0.00 A-1+	11/09/2020 11/09/2020	1,349,780.63	99.9911 0.08	0.00 99.37	1,349,880.00 1,349,880.00
62455AK55 Mountcliff Funding LLC	1,300,000.00 1,300,000.00	0.00 A-1	10/05/2020 10/05/2020	1,299,958.11	99.9983 0.12	0.00 20.22	1,299,978.33 1,299,978.33
69034AM17 Oversea-Chinese Banking Corporation Limited	1,200,000.00 1,200,000.00	0.00 A-1+	12/01/2020 12/01/2020	1,199,471.33	99.9740 0.15	0.00 216.60	1,199,687.93 1,199,687.93
82124LMM1 Sheffield Receivables Company LLC	1,350,000.00 1,350,000.00	0.00 A-2	12/21/2020 12/21/2020	1,349,392.50	99.9563 0.19	0.00 17.10	1,349,409.60 1,349,409.60
86562KM43 Sumitomo Mitsui Banking Corporation	1,350,000.00 1,350,000.00	0.00 A-1	12/04/2020 12/04/2020	1,349,520.00	99.9760 0.14	0.00 155.81	1,349,675.81 1,349,675.81
912828PC8 UNITED STATES TREASURY	2,700,000.00 2,700,000.00	2.63 AAA	11/15/2020 11/15/2020	2,703,601.06	100.3074 0.16	26,770.72 4,698.74	2,708,299.80 2,735,070.52
912828QN3 UNITED STATES TREASURY	1,500,000.00 1,500,000.00	3.13 AAA	05/15/2021 05/15/2021	1,527,971.22	101.8750 0.12	17,705.50 153.78	1,528,125.00 1,545,830.50
912828WC0 UNITED STATES TREASURY	2,150,000.00 2,150,000.00	1.75 AAA	10/31/2020 10/31/2020	2,148,879.72	100.1344 0.15	15,745.24 4,009.88	2,152,889.60 2,168,634.84
912828Q37 UNITED STATES TREASURY	3,000,000.00 3,000,000.00	1.25 AAA	03/31/2021 03/31/2021	3,016,787.80	100.5742 0.10	103.02 438.20	3,017,226.00 3,017,329.02
9128282Z2 UNITED STATES TREASURY	2,650,000.00 2,650,000.00	1.63 AAA	10/15/2020 10/15/2020	2,650,009.35	100.0583 0.20	19,884.05 1,535.60	2,651,544.95 2,671,429.00
9128284G2 UNITED STATES TREASURY	3,250,000.00 3,250,000.00	2.38 AAA	04/15/2021 04/15/2021	3,289,504.24	101.2227 0.11	35,641.22 233.51	3,289,737.75 3,325,378.97
912828YC8 UNITED STATES TREASURY	2,650,000.00 2,650,000.00	1.50 AAA	08/31/2021 08/31/2021	2,682,989.15	101.2500 0.14	3,404.01 135.85	2,683,125.00 2,686,529.01
9127962T5 UNITED STATES TREASURY	600,000.00 600,000.00	0.00 A-1+	10/29/2020 10/29/2020	599,930.00	99.9928 0.09	0.00 26.80	599,956.80 599,956.80
9127962Z1 UNITED STATES TREASURY	1,000,000.00 1,000,000.00	0.00 A-1+	11/12/2020 11/12/2020	999,836.67	99.9894 0.09	0.00 57.33	999,894.00 999,894.00
9127963A5 UNITED STATES TREASURY	3,000,000.00 3,000,000.00	0.00 A-1+	11/19/2020 11/19/2020	2,999,367.08	99.9877 0.09	0.00 263.92	2,999,631.00 2,999,631.00
9127963B3 UNITED STATES TREASURY	950,000.00 950,000.00	0.00 A-1+	11/27/2020 11/27/2020	949,765.35	99.9850 0.09	0.00 92.15	949,857.50 949,857.50
--- **---**	**51,600,000.00** **51,600,000.00**	**0.69** **AA+**	**01/18/2021** **01/18/2021**	**51,704,268.78**	**100.2368** **0.13**	**119,253.77** **16,002.01**	**51,720,270.79** **51,839,524.56**

Summary

The information contained in this report represents estimated trade date investment calculations. Certain calculations may not be available for all time periods. Please refer to your custody statement for official portfolio holdings and transactions. Note that certain accounting methods may cause differences between this investment report and your custody statement.

Portfolio Holdings

US Dollar

As of 30 September 2020

WC-City of Deerfield Beach
Account: XXXX4100
Investment Strategy: Short Duration Fixed Income
Primary Benchmark: ICE BofA 9-12 Month US Treasury Index

WELLS FARGO Asset Management

Identifier, Description	Base Original Units, Base Current Units	Coupon, Rating	Final Maturity, Effective Maturity	Base Book Value	Market Price, Yield	Base Accrued Balance, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Market Value + Accrued
---	54,372,065.20	0.66	01/13/2021	54,476,333.98	95.1996	119,253.77	54,492,335.99
---	54,372,065.20	AA+	01/13/2021		0.12	16,002.01	54,611,589.76

* Grouped by: Asset Class. * Groups Sorted by: Asset Class. * Weighted by: Base Market Value + Accrued. * Holdings Displayed by: Position.

The information contained in this report represents estimated trade date investment calculations. Certain calculations may not be available for all time periods. Please refer to your custody statement for official portfolio holdings and transactions. Note that certain accounting methods may cause differences between this investment report and your custody statement.

FLORIDA PRIME™
AN INVESTMENT SERVICE FOR PUBLIC FUNDS

State Board of Administration
Local Government Surplus Funds Trust Fund
Participant Statement

AGENCY ACCOUNT 131051
09/01/2020 - 09/30/2020

DEERFIELD BEACH, CITY OF

Participant Return 09/30/2020 : 0.33 %

150 N.E. 2ND AVENUE
DEERFIELD BEACH, FL 33441

Date	Transaction Type	Description	Amount	Balance
09/01/2020	BEGINNING BALANCE			31,916,552.53
09/23/2020	WITHDRAWAL	STEPHANIE TINSLEY	(12,000,000.00)	19,916,552.53
09/30/2020	EARNED INCOME	INTEREST	7,747.83	19,924,300.36
	Totals:		(11,992,252.17)	19,924,300.36

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-714

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

Agenda Date: 12/1/2020

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals #21-06-IG for Financial Advisory Services; authorizing execution of an Agreement with the number one ranked firm Dunlap & Associates, Inc., for a term of three years with two additional two year renewal terms; providing for implementation and an effective date. *(Funds from Account #001-0600-513-32-99 -Other Contractual Services)*

Recommended Action
Commission to vote on Resolution

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

Fiscal Impact
Costs: $10K + Closing costs related to any bond/debt issuances
Account Name: Other contractual services
Account Number: 001-0600-513-32-99

Background/History
The City issued Request for Proposals No. 21-06-IG for the Financial Advisory Services (the “RFP”). The primary purpose of the RFP was to select a qualified firm for the City to contract with to provide professional consulting services covering a full spectrum of services customarily provided to governmental entities by financial advisors. These services may be generally divided into three categories: (1) services related to financial planning, (2) services related to debt structuring and issuance, and (3) services related to cost-benefit/risk analysis and related analytical due diligence relative to proposals for major public/private development projects (the "Services"). At a minimum, the Services provided may include, but need not necessarily be limited to the following:

- Development of the most cost-effective financing plan including develop financing and debt objective, prepare debt profile, review legal structure, analyze future debt capacity, review capital budget, review financing alternative, develop final financial plan.
- Lead the team through the transaction management process including: analyze debt structure alternatives, review existing debt structure, recommend negotiated or competitive sale, assist issuer with selection of working group members, develop terms of financing, review financing documents, develop marketing plan, develop rating presentation, assist with sale of bonds and evaluate transaction, assist with bond closing.

The RFP was advertised in the legal notices section of the Sun Sentinel on October 6, 2020, and the notice was also sent to 225 prospective respondents via the e-Procurement Marketplace. Five firms viewed the RFP documents. On October 27, 2020 at 11:00 a.m., the due date and time for the responses, the Purchasing and Contract Division (the "Division") closed and unsealed the four proposals that were timely received, and reviewed the proposals to ensure they met the RFP requirements. The evaluation committee independently reviewed and scored the responsive proposals in accordance with the weighted criteria stated in the RFP prior to the first evaluation committee meeting. The evaluation meeting was held on October 30, 2020 to score the proposals based on the weighted criteria stated in the RFP. Following the initial ranking, the evaluation committee was unanimous in their decision to rank Dunlap & Associates, Inc. ("Dunlap") as the number one ranked firm. Therefore, the evaluation committee is recommending award of the RFP and agreement to Dunlap.

Dunlap will perform the Services for a variety of assignments on an as needed basis as requested by the Office of the City Manager and the City of Deerfield Beach Finance Department.

Recommendation
Staff recommends approval of the award of the RFP and agreement to Dunlap for a term of three years with two, two-year renewals.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND AWARD OF REQUEST FOR PROPOSALS #21-06-IG FOR FINANCIAL ADVISORY SERVICES; AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE NUMBER ONE RANKED FIRM DUNLAP & ASSOCIATES, INC., FOR A TERM OF THREE YEARS WITH TWO ADDITIONAL TWO YEAR RENEWAL TERMS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the "City") desires to enter into an agreement with a consultant for the provision of financial advisory services (the "Services"); and

WHEREAS, the City issued Request for Proposals No. 21-06-IG for the Financial Advisory Services (the "RFP"); and

WHEREAS, the RFP was advertised in the legal notices section of the Sun Sentinel on October 6, 2020, and the notice was also sent to 225 prospective respondents via the e-Procurement Marketplace; and

WHEREAS, five firms viewed the RFP documents; and

WHEREAS, on October 27, 2020 at 11:00 a.m., the due date and time for the responses, the Purchasing and Contract Division (the "Division") closed and unsealed the four proposals that were timely received, and reviewed the proposals to ensure they met the RFP requirements; and

WHEREAS, the evaluation committee independently reviewed and scored the responsive proposals in accordance with the weighted criteria stated in the RFP prior to the first evaluation committee meeting; and

WHEREAS, the evaluation meeting was held on October 30, 2020 to score the proposals based on the weighted criteria stated in the RFP; and

WHEREAS, following the initial ranking, the evaluation committee was unanimous in their decision to rank Dunlap & Associates, Inc. ("Dunlap") as the number one ranked firm (the Ranking"); and

WHEREAS, the evaluation committee recommends that the City Commission approve the Ranking and award of the RFP to the number one ranked firm Dunlap, and authorize execution of an agreement with Dunlap for the provision of the Services (the "Agreement").

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

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

Section 2. The City Commission hereby approves the Ranking and award of the RFP to Dunlap for the Services.

Section 3. The City Manager is hereby authorized to execute an Agreement with Dunlap, consistent with the terms of the RFP, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. 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

Memorandum

TO: Stephanie Tinsley, Chief Financial Officer

FROM: Ivelsa Guzman, Purchasing Manager

DATE: October 30, 2020

RE: **Financial Advisory Services, RFP #21-06-IG**

The Purchasing and Contract Administration Division recently issued a Request for Proposals (RFP) for Financial Advisory Services. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The RFP was advertised in the legal notices section of the Sun-Sentinel on October 6, 2020.
- The notice was also sent to Two Hundred and Twenty-Five (225) prospective Offeror's via the e-Procurement Marketplace.
- Five (5) vendors viewed the documents of the RFP.
- On October 27, 2020, at 11:00 AM, the due date and time, the Purchasing and Contract Administration Division closed and unsealed four (4) proposals received virtually via Zoom. The proposals were reviewed by the Purchasing and Contract Administration Division to ensure the proposals met the RFP requirements.
- Subsequently, each member of the evaluation committee appointed by the City Commission received their evaluation packages that consisted of: evaluation committee policies and procedures, original RFP, addenda, submittals, and the evaluation sheets.
- Each evaluation committee member independently reviewed and scored the submittals in accordance with the weighted stated in the RFP prior to the public evaluation meeting held on Friday, October 30, 2020, at 3:00 PM via Zoom due to the COVID-19 Pandemic. The Evaluation Committee consisted of: Hillary Silverstone, Sustainability Coordinator; Melissa Namor, Environmental Services Business Manager; and Stephanie Tinsley, Chief Financial Officer.
- The proposals were evaluated based on the following weighted criteria:

Criteria	**Weight**
Price	2
Qualifications of the firm and the key personnel assigned to this engagement	2
Experience in similar work, including governmental experience	2

Work plan	2
Location and accessibility of the firm and assigned staff	1
Independence of Proposer in bond dealings	1

- The proposals were ranked as follows:

Ranking	Hillary Silverstone	Melissa Namor	Stephanie Tinsley	Total	Ranking
Dunlap & Associates, Inc.	91.35/[1]	50.4/[1]	105/[1]	3	**1**
PFM Financials Advisors, LLC.	86/[2]	43/[3]	96/[3]	8	**2**
Hilltop Securities, Inc.	79/[3]	45/[2]	94/[4]	9	**3**
Estrada Hinojosa & Company, Inc.	72.45/[4]	37.8/[4]	97.65/[2]	10	**4**

- Two (2) Proposers, Dunlap & Associates, Inc. and Estrada Hinojosa & Company, 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 Dunlap & Associates, Inc. and Estrada Hinojosa & Company, Inc. were adjusted upward by five percent (5%). The adjusted evaluation scores are reflected in the ranking chart above.
- After Committee Members Discussion of the Proposals, their independent review scores were not changed.
- Following the initial ranking, the evaluation committee concluded and was unanimous in their decision to make a recommendation to the City Commission to approve the ranking and award the contract to Dunlap & Associates, Inc.
- Reference checks were conducted on Dunlap & Associates, Inc. and revealed positive ratings.
- Documentation related to this solicitation may be obtained by emailing Sandra Francis at sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, Dunlap & Associates, Inc. is the number one (1) ranked Offeror. Therefore, the Evaluation Committee is recommending approval of the ranking with Dunlap & Associates, Inc., as the first ranked Proposer.

Please use this memorandum and all attachments as your backup to the City Manager for December 1st Commission Meeting.

Att: Bid Tabulation Summary and Scope of Service

Event Number	21-06-IG Addendum 1	**Organization**	City of Deerfield Beach
Event Title	Financial Advisory Services	**Workgroup**	Purchasing Dept.
Event Description	The City of Deerfield Beach is seeking proposals from qualified firms, hereinafter referred to as the Offeror, to provide Financial Advisory Services in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).	**Event Owner**	Ivelsa Guzman
Event Type	RFP	**Email**	iguzman@deerfield-beach.com
Issue Date	10/6/2020 10:00:01 AM (ET)	**Phone**	(954) 480-4486
Close Date	10/27/2020 11:00:00 AM (ET)	**Fax**	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Dunlap & Associates, Inc.	Winter Park	FL	10/26/2020 02:54:36 PM (ET)	6	$6,002.10
Hilltop Securities Inc.	Orlando	FL	10/26/2020 07:53:44 PM (ET)	6	$22,503.00
PFM Financial Advisors LLC	Philadelphia	PA	10/27/2020 08:47:36 AM (ET)	6	$27,003.00
Estrada Hinojosa & Company,	Dallas	TX	10/27/2020 10:26:50 AM (ET)	6	$108,750.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

				Dunlap & Associates, Inc.		Hilltop Securities Inc.		PFM Financial Advisors LLC		Estrada Hinojosa & Company, Inc.	
				Total Price	$6,002.10	Total Price	$22,503.00	Total Price	$27,003.00	Total Price	$108,750.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Annual Retainer (Assume at least three (3) financial option analysis per year as well as work performed, including work with financial models as well as with rating agencies)	3	Annually	**$2,000.00**	$6,000.00	$7,500.00	$22,500.00	$9,000.00	$27,000.00	$5,000.00	$15,000.00
2	Debt Issues	1	per $1000.00	**$2.10**	$2.10	$3.00	$3.00	$3.00	$3.00	$93,750.00	$93,750.00
2.1	Debt Issue up to $25,000,000.00	1	per $1000.00	**$0.80**		$0.95		$0.95		$20,000.00	
2.2	Debt Issue up to $50,000,000.00	1	per $1000.00	**$0.65**		$0.85		$0.80		$21,250.00	
2.3	Debt Issue up to $75,000,000.00	1	per $1000.00	**$0.40**		$0.70		$0.60		$18,750.00	
2.4	Debt Issue up to $100,000,000.00	1	per $1000.00	**$0.25**		$0.50		$0.45		$17,500.00	
2.5	Debt Issue over $100,000,000.00	1	per $1000.00	$0.00		$0.00		$0.20		$16,250.00	

SECTION VI – SCOPE OF SERVICE

1. General

The primary purpose of this public solicitation is to select a qualified firm with which the City can contract to provide professional consulting services that covers the full spectrum of services customarily provided to governmental entities by financial advisors, but may be generally divided into three categories: (1) services related to financial planning, (2) services related to debt structuring and issuance, (3) services related to cost-benefit /risk analysis and related analytical due diligence relative to proposals for major public/private development projects. On an as needed basis, the Consultant will perform financial/analytical services for a variety of assignments as requested by the Office of the City Manager and the City of Deerfield Beach Finance Department. At a minimum, the services provided may include, but need not necessarily be limited to the following:

Development of the most cost-effective financing plan including develop financing and debt objective, prepare debt profile, review legal structure, analyze future debt capacity, review capital budget, review financing alternative, develop final financial plan. Lead the team through the transaction management process including: analyze debt structure alternatives, review existing debt structure, recommend negotiated or competitive sale, assist issuer with selection of working group members, develop terms of financing, review financing documents, develop marketing plan, develop rating presentation, assist with sale of bonds and evaluate transaction, assist with bond closing.

2. Financial Background

a. Financial Condition and Outlook

i. i. As of September 30, 2019, the City had over $13.9 million in general obligation bonds and over $50.1 million in covenant bonds in its governmental activities as well as over $10.5 million in enterprise fund revenue bonds and $7.5 million in revolving loans. The City's total debt consists of general obligation bonds, capital leases and state revolving loans. Debt ratings for the City's senior-most tax supported debt are as follows:

- Fitch Ratings: AA-
- Moody's: Aa3
- Standard & Poor's Ratings Service: AA-

ii. The City's fiscal year 2021 operating budget is $111.6 million. The General Fund undesignated fund balance for the last audited fiscal year was $17.2 million in 2019.

b. Capital and Financing Plan

The City prepares a five-year capital and financing plan which shows the anticipated funding sources from federal and state grants, City funds and bond proceeds. The adopted five-year CIP for FY 2021 – 2025 is $120.1 million.

3. Services Related To Financial Planning

a. The financial advisor should also review all indebtedness of the City and provide recommendations relative to the refinancing or early extinguishment of said obligations.

b. Provide an analysis of all available financing options. As stated previously, this analysis should not be limited to a consideration of which type of debt should be issued to finance a particular project, but should also consider whether or not a financing alternative to debt exists.

c. In the event that the issuance of debt is determined to represent the most viable financing alternative, this analysis should not necessarily be limited to the more traditional forms of financing available to governmental entities, but should also recognize some of the alternative financing methods available, such as sale/leaseback, pooled debt participation, even taxable instruments, new markets tax credit, and federal, state and local grants.

4. Services Related To Financial Planning

Prepare a Debt Financing Structure. This is a complex function which will generally consist of, but need not necessarily be limited to, development of the following structural components:

a. Establishment of sizing parameters for the debt to be issued, taking into consideration both the cash flow requirements associated with the capital improvements being financed, as well as reinvestment yields estimated to be available during the term of the project.

b. Determination of a maturity schedule for the proposed debt. This evaluation should take into account the estimated useful life of the project to be constructed utilizing the proceeds of the debt, as well as future demands upon the funds pledged for the repayment of the debt. Functionally related to the proposed maturity schedule is a determination of whether or not to use exclusively serial instruments or an appropriate combination of term and serial obligations.

c. Recommendation of an appropriate credit structure. One of the most critical elements in the design of any capital facility debt financing is a determination of source of funds to be used to repay the debt which is acceptable from the perspective of both the issuer and the purchaser. This evaluation will include recommendations as to appropriate primary as well as secondary revenue sources to be pledged for the repayment of the debt, and should also give serious consideration to the form of the pledge (i.e. Revenue vs. General Obligation).

d. Evaluate the use of appropriate types of credit enhancements. This analysis should result in recommendations relating to, among other things, the use of letters of credit.

e. Make recommendations concerning the timing of the issuance of debt obligations to fund the improvements. This analysis includes a review not only of when to issue the debt to take advantage of the most favorable market conditions, but also should include a recommendation as to the desirability of utilizing interim financing techniques, such as bond or revenue anticipation notes or lines of credit.

f. Design and implement appropriate mechanical features of the debt issued. This item includes making recommendations pertaining to the physical form of the obligations issued, including recommendations relating to the feasibility of issuing book entry only obligations.

g. The final task in preparing the debt financing structure is to determine whether the obligations should be sold competitively, negotiated, or placed privately. In the event that

a negotiated sale is the preferred method, the financial advisor will be responsible for the preparation of a request for proposals, and will assist the City in the selection and award process.

h. Assist the City and bond counsel, as necessary, in any required validation proceedings.

i. Prepare, and assist presentations on behalf of the City, to one or more of the nationally recognized credit rating organizations in order to obtain the highest possible credit rating for the obligations of the City. This task envisions not only obtaining a rating for the City but also ensuring the maintenance of the ratings obtained, where possible.

j. Assist the City in the procurement of various types of professional services required in conjunction with the issuance of the obligations, including, but not limited to, the following:

i. Investment Banking (Underwriting) Services (negotiated sale only)

ii. Bond Counsel

iii. Printing Services (for both the official statements as well as the actual bond forms)

iv. Bond Registration, Paying Agent, and Trustee Services (if applicable)

v. Verification Services (for refunding issues)

vi. Arbitrage Rebate Calculation Services

vii. Disclosure Services

It is intended that this responsibility includes being a member of the evaluation committee and evaluation of proposals received by the City for services competitively solicited by the City.

k. Provide continuing updates on the impact of current or proposed state or federal legislation, or the effects of changing market conditions that could potentially affect the City's financing plans.

l. Attend City Commission meetings and other scheduled City meetings as requested, with reasonable advance notice.

m. Evaluate the projected cash flow from any revenue sources that may constitute security for any obligation incurred.

n. Work the City and bond counsel to recommend size, financial structure, specific terms and conditions of any financial arrangement.

o. Assist the City in the formation of a financing team along with a list of the required services of underwriter, trustee, bond rating agency, legal counsel, and any other professional service as required.

p. Assist the City with determining the costs required to underwrite any proposed financing arrangement.

5. Services Related to the Cost-Benefit, Risk Analysis, and Related Due Diligence for Prospective Public/Private Development Opportunities

a. On an as needed basis, the consultant will perform specialized financial/analytical services in relation to proposed public/private development projects.

b. Provide economic analysis of proposed development property that illustrates the economic and real estate value of the property if developed as expected (the assumed baseline) and the economic and real estate potential if developed to maximize the economic development potential to the City, including assessing options to leverage public actions and investments. A successful product for the City shall include:

i. Highest and best use analyses; alternative financing options; cost benefit analysis; fair market value and re-use analyses; evaluation of development cost; evaluation of financial projections and corporate due diligence.

ii. Identification and linkages between public-policy options and public benefit.

iii. Sensitivity analysis of uncertain variables.

iv. Discussion of risk and trade-offs from the City and Developer's perspective.

v. Evaluation of development scenario to determine whether there are additional opportunities that could increase the return on investment and provide significant economic development to the City of Deerfield Beach beyond that proposed in the developer's baseline scenario.

vi. Ensure the appropriate level of due diligence is completed to provide assurance the developer has the financial capacity and strength to complete the proposed development project; and the developer is in compliance with all regulatory bodies.

vii. Ensure the City only provides a level of public subsidy consistent with the anticipated return on investment (including economic development) and receives a level of return appropriate for the inherent risks associated with the proposed phased strategy of the development project.

viii. Assist in the negotiation of appropriate levels of Return on Investment (ROI) on the City' behalf consistent with the amount of risk and level of subsidy being requested by the developer.

ix. Analyze and report on the advantages and disadvantages of each proposed financing arrangements.

City of Deerfield Beach

Face Sheet
File Number: I.D. 2020-715

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

Agenda Date: 12/1/2020

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Agreement with GTECHNA USA Corporation for Parking and Traffic Enforcement Software for a three-year term with two one-year renewals; authorizing execution of the Agreement with GTECHNA USA Corporation in an annual amount not to exceed $21,000; providing for implementation and an effective date. *(Funds from Account #001-3008-545-30-01 - Software Maintenance and Account #001-3008-545-34-12 - Web Hosting)*

Recommended Action
Commission to vote on Resolution

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

Fiscal Impact
Costs: $101,708, $12,500
Account Name: Software Maintenance
Account Number: 001-3008-545-30-04
Secondary Account Name: Web Hosting
Secondary Account Number: 001-3008-545-34-12

Background/History
In 2012, the City Commission awarded the parking revenue collection contract (the "Original Contract") to CALE America, Inc. ("CALE"). GTECHNA USA Corporation ("GTECHNA") provided parking enforcement services as a sub-contractor in the Original Contract. The Original Contract was for three (3) years with two (2) one-year renewals and is set to expire on February 19, 2021.

Current Activity
On September 14, 2020, the City Commission awarded CALE a new agreement for City-wide parking revenue collection utilizing City-owned CALE multi-space meters. Staff did not see the benefit of keeping GTECHNA as a sub-contractor in the new agreement with CALE. To reduce the parking enforcement software cost, staff sought to eliminate CALE as the middleman between the City and GTECHNA.

Given GTECHNA's familiarity with the City's operations and reliability as a partner with the City in providing parking enforcement services, staff recommends a direct contract with GTECHNA as it is beneficial to the City since it provides a modest reduction of $1,000.00 per year for related services. GTECHNA has developed a parking and traffic enforcement software platform featuring mobile

ticket issuance, permit management, mobile license recognition, and other enforcement management solutions. Pursuant to Section 38-133(2)(c) of the City Code, contracts for licensed computer software, web-based applications, and maintenance for such software and applications are exempt from competitive procurement requirements. The proposed agreement with GTECHNA is for a three year term with two additional one-year renewal terms.

Recommendation
Staff recommends approval of the Resolution approving the Agreement with GTECHNA.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AGREEMENT WITH GTECHNA USA CORPORATION FOR PARKING AND TRAFFIC ENFORCEMENT SOFTWARE FOR A THREE-YEAR TERM WITH TWO ONE-YEAR RENEWALS; AUTHORIZING EXECUTION OF THE AGREEMENT WITH GTECHNA USA CORPORATION IN AN ANNUAL AMOUNT NOT TO EXCEED $21,000; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, in 2012, the City issued Request for Proposals #2012-12/13 for a Citywide Parking Revenue Collection and Enforcement System (the "RFP"); and

WHEREAS, CALE America, Inc. ("CALE") was awarded the RFP and an agreement for a term of three years with two one-year renewals (the "Original Contract"); and

WHEREAS, GTECHNA USA Corporation ("GTECHNA") provided parking enforcement services as a sub-contractor to CALE under the Original Contract; and

WHEREAS, on September 14, 2020, the City Commission awarded CALE a new agreement for City-wide parking revenue collection utilizing City-owned CALE multi-space meters; and

WHEREAS, to reduce the parking enforcement software cost, staff recommends a direct contract with GTECHNA; and

WHEREAS, GTECHNA has developed a parking and traffic enforcement software platform featuring mobile ticket issuance, permit management, mobile license recognition, and other enforcement management solutions; and

WHEREAS, pursuant to Section 38-133(2)(c) of the City Code, contracts for licensed computer software, web-based applications, and maintenance for such software and applications are exempt from competitive procurement requirements; and

WHEREAS, City staff has negotiated an agreement with GTECHNA, attached as Exhibit "A", for a three year term with two one-year renewals (the "Agreement") for parking and traffic enforcement software (the "Services") in annual an amount not to exceed $21,000.00; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve and authorize execution of the Agreement with GTECHNA, attached as Exhibit "A," for the Services in an annual amount not to exceed $21,000.00.

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

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

Section 2. The City Commission hereby approves the Agreement with GTECHNA, attached as Exhibit "A," for the Services in an annual amount not to exceed $21,000.00.

Section 3. The City Manager is hereby authorized to execute the Agreement with GTECHNA, attached as Exhibit "A," together with such non-substantial changes as deemed appropriate by the City Manager and approved by the City Attorney.

Section 4. 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

LICENSE, SUPPLY, AND MAINTENANCE AGREEMENT
BETWEEN
GTECHNA USA CORPORATION AND CITY OF DEERFIELD BEACH, FL

THIS LICENSE, SUPPLY AND MAINTENANCE AGREEMENT (the "**Agreement**"), effective as of October 1, 2020 (the "**Effective Date**"), is entered by and between GTECHNA USA CORPORATION (hereinafter the "**Consultant**"), with a principal office at 2429 Military Rd. #300, Niagara Falls, NY 14304 and CITY OF DEERFIELD BEACH, FL (hereinafter the **"Customer"**), with offices at 150 NE 2nd Avenue, Deerfield Beach, FL 33441 (each, a "**Party**" and, collectively, the "**Parties**").

WHEREAS, Consultant has developed and distributes a parking and traffic enforcement software platform featuring mobile ticket issuance, permit management, mobile license plate recognition, and other enforcement management solutions; and

WHEREAS, Customer desires to secure the right and license to use such software and receive maintenance services, on the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. DEFINITIONS

For the purposes of this Agreement:

- "**Affiliate**" means, with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, such entity. For the purposes of this definition, an entity shall control another entity if the first entity: (i) owns, beneficially or of record, more than 50% of the voting securities of the other entity; or (ii) has the ability to elect a majority of the directors of the other entity;

- "**Agreement**" means this agreement and all Schedules hereto and all related Cost Schedule(s) and Purchase Order(s);

- "**Confidential Information**" means (i) any and all non-public, confidential or proprietary information of a Party, including without limitation any information relating to the existence or content of this Agreement, the Software (including its object code and source code), the Documentation, the Professional Services, the Deliverables, the Maintenance Services, each Party's business, products, services, activities, operations, business affairs, clients and prospects, Intellectual Property, technology, know-how, design rights and trade secrets, whether such information is provided orally, in writing, in computer readable form or otherwise and whether or not it is specifically identified as confidential, and (ii) all copies, extracts or reproduction, in whole or in part, of any of the foregoing;

- **"Customer Data**" means all data and information, whether in oral or written (including electronic) form, created by or in any way originating with Customer and Users, and all information that:

is the output of any computer processing, or other electronic manipulation, of any data or information that was created by or in any way originating with Customer and Users, in the course of using and configuring the Solution(s) provided under this Agreement;

Customer or the Users provide, authorize access to, or input to the Solutions;

and includes, without limitation:

credentials issued to Customer by the Consultant;

User account credentials for the Solution(s)

all records relating to Customer's use of the Solution(s) and administration of User accounts; and

all records sent, received, or created by or for Customer or Users, including email content, headers, and attachments, and any Personal Information of any User or Third Party Application contained therein or in any logs or other records of the Consultant reflecting User's use of the Solution(s);

- "**Consumable Media**" has the meaning set out in Section 3.2;
- "**Cost Schedule**" means a form which, among other things, sets forth (i) the Software, Hardware, Consumable Media, the Professional Services and/or Maintenance Services that are provided by Consultant in connection with a Purchase Order placed by Customer; (ii) the Equipment requirements, if any; and (iii) the applicable Fees. Cost Schedules, which may be amended from time to time by the Parties, form an integral part of this Agreement **[Schedule C sets out the first Cost Schedule]**;
- "**Deliverables**" has the meaning set out in Section 5.5;
- "**Discloser"** means the Party to this Agreement which has disclosed Confidential Information to the other Party;
- "**Documentation**" means any technical, infrastructure, implementation or functional documentation, user guide, operating manual, specifications or other information relating to the Software, the Professional Services or the Maintenance Services, in any form and on any medium;
- **"Downtime**" means any period of time for any duration that the Solution(s) are not made available by the Consultant to Customer for any reason, including scheduled maintenance or Enhancements;
- "**Equipment**" means the hardware, software, network, network configuration, third party software and other requirements set out in the Scope of Work, which is required to install, access and/or use the Software;
- "**Fees**" has the meaning set out in Section 8.1;
- "**Go Live**" means the use of the software and/or equipment by Customer to generate any official transaction.
- "**Hardware**" means the hardware ordered by Customer through a Purchase Order;
- "**Intellectual Property**" means any and all ideas, concepts, inventions, methods, processes, know-how, works, software, computer programs and other computer/ software (including, without limitation, all source and object codes, algorithms, architectures, structures, display screens, lay-out and development tools), database, design,

plans, drawings, brochures, website content, sales and advertising literature and other marketing materials, and any improvements thereon or applications or derivative works thereof, and all other forms of intellectual property, all whether or not registered or capable of such registration;

- "**Intellectual Property Rights**" means any and all patents, copyrights, trademarks, trade names, trade secrets, moral rights, rights of publicity and privacy, and other proprietary rights, and all registrations or applications in relation to the foregoing;

- "**Maintenance Services**" has the meaning set out in Section 4.1;

- "**Maintenance Term**", "**Maintenance Initial Term**" and "**Maintenance Renewal Term**" have the meaning set out in Section 10.3;

- "**Professional Services**" has the meaning set out in Section 5.1;

- "**Purchase Order**" means a written order placed by Customer to Consultant for Software, Hardware, Consumable Media, Professional Services and/or Maintenance Services, as further described in the applicable Cost Schedule(s);

- "**Proposal**" means the Consultant's proposal submitted by the Consultant to Customer in response to the RFP;

- "**RFP**" means Customer's Request for Proposal;

- "**Scope of Work**" means the description of the Professional Services to be provided by Consultant to Customer set out in Schedule A;

- "**Software**" means the software ordered by Customer through a Purchase Order;

- "**Solution**" means a set of related Software, Hardware, Consumable Media, and/or Professional Services sold and installed as a package or part of a package

- "**Support Services Agreement**" has the meaning set out in Section 4.1;

- "**Third Party Applications**" has the meaning set out in Section 2.9;

- "**Trademarks**" means trademarks, tradenames, brands, trade dress, business names, domain names, designs, graphics, logos and other commercial symbols and indicia of origin whether registered or not and any goodwill associated therewith; and

- "**Update**" has the meaning set out in the Support Services Agreement;

- "**Upgrade**" has the meaning set out in the Support Services Agreement;

- "**User**" means an employee, an independent contractor, consultant or agent of Customer: (i) who is authorized by Customer to use the Software; (ii) for whom a license to the Software has been ordered; and (iii) who has been supplied user identifications and passwords by Customer (or by Consultant at Customer's request).

2. SOFTWARE

2.1 **Software Delivery.** Consultant shall deliver or make available for download (i) the Software and (ii) the related Documentation as set out in the applicable Scope of Work(s).

2.2 **Installation.** Except for android packages or unless otherwise agreed between the Parties,

all Software and Upgrades must be installed by Consultant, as set out in the applicable Scope of Work(s).

2.3 **License Grants.**

(a) Subject to the terms and conditions of this Agreement and the applicable Cost Schedule(s) and Purchase Order(s), and payment in full, subject to the milestone payments as agreed in an applicable cost schedule of all applicable Fees, Consultant grants Customer and the Users a perpetual, non-exclusive and non-transferable right and license to (i) install, access and use the Software on the Equipment on Customer's premises or, if the Software is hosted by Consultant on behalf of Customer, to access and use the Software and (ii) use the Documentation, solely in connection with Customer's business and operations.

(b) The license granted hereunder shall include the right for Customer (i) to make a reasonable number of archival (i.e., not active) copies of the Software in machine-executable form as reasonably required for back-up and disaster recovery purposes (and for the disaster recovery service/system); and (ii) to make a reasonable number of copies of the Documentation for internal business use. Customer's archival copy of the Software may be hosted by a disaster recovery contractor to use in the event of inability to use the Software caused by a force majeure event, and for the purpose of testing disaster recovery procedures; provided that such Software copy contains all of Consultant's copyright or other proprietary rights notices as indicated on the Software.

(c) The rights granted under this Section 2.3 shall also cover all Upgrades and Updates subject to the payment by Customer of all corresponding maintenance Fees.

2.4 **Hosting Environment.** If the Software is hosted by Consultant, in which case the hosting service level agreement set out in Schedule D shall apply.

2.5 **Equipment Requirements.** Customer acknowledges and agrees that the performance of the Software may be subject to Customer accessing and using the Software on the Equipment. Unless otherwise agreed between the Parties, the provision of the Equipment (on premises equipment such as servers, work stations, wireless connection devices, mobile ticket writer (devices (smartphones if furnished by Customer), or any equipment furnished by Customer used in any way in the performance of the solution(s)) is Customer's sole responsibility. To the extent permitted by law, Customer waives any claims against Consultant if Customer does not meet the Equipment requirements.

2.6 **Inspection Rights.** Consultant (or its agents) shall have the right, once a year, or upon reasonable belief that there may have been a breach hereunder, during regular business hours and subject to a 5-day prior notice, to inspect the Software at the Customer's premises at which the Software is installed and used by Customer.

2.7 **Restrictions.** Customer's use of the Software is subject to any User restrictions specified in the applicable Cost Schedule, if any. Customer will not allow the Software to be used by or disclose all or any part of the Software to, any person except the Users. Except as provided herein, Customer may not, directly or indirectly, (i) loan, rent, lease, transfer, convey, assign, sell, distribute or license the

Software (or any part thereof); (ii) reproduce, transmit or provide access to the Software on any device that is not authorized, either because it is not owned by Customer or because it exceeds the authorized number of devices set out in the applicable Purchase Order(s); (iii) not decompile, disassemble or undertake any form of reengineering process on the Software; (iv) modify or alter in any manner the Software or the Documentation; or (v) modify, combine and/or distribute the Software (or any part thereof) with any other software or code in a manner which would subject the Software to Open Source License Terms. For the purposes of this Agreement, "**Open Source License Terms**" means license terms of certain computer code (open source elements) which require such code to (i) be disclosed in source code form to third parties, (ii) be licensed to third parties for the purpose of making derivative works, or (iii) be redistributable to third parties at no charge. Customer may not modify the Software or attempt to circumvent any licensing requirements hereunder. Consultant reserves all other rights not expressly granted to Customer hereunder.

2.8 **Software Notices.** Customer shall not remove or alter any of the Intellectual Property Rights notice(s) embedded in or that Consultant otherwise provides with the Documentation.

2.9 **Third Party Applications.** Customer acknowledges and agrees that (i) certain third-party software may be included or embodied in the Software and are licensed to Customer in accordance with the terms of this Agreement (collectively, "**Third Party Applications**"); (ii) the use of Third Party Applications is subject to the terms and conditions and policies of such Third Party Applications; and (iii) by using such Third Party Applications, Customer expressly relieves Consultant from any and all liability arising from such use. However, the Consultant would report, manage, and work directly with 3rd party to resolve any respective issue on Customer's behalf.

2.10 **Viruses, Security and Backup.** Customer (and Consultant if the Software is hosted by Consultant) are responsible for (i) maintaining and updating virus protection software and security for all of their systems and data, including at a minimum, firewalls, passwords, physical security, access control policies and backup/disaster recovery processes. CONSULTANT DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE SOFTWARE OR THE CUSTOMER'S DATA THAT IS USED WITH THE SOFTWARE WILL REMAIN VIRUS-FREE. THE CUSTOMER WAIVES ANY CLAIMS HEREUNDER AGAINST CONSULTANT TO THE EXTENT SUCH CLAIMS ARISE (I) FROM THE CUSTOMER'S FAILURE TO HAVE OR MAINTAIN CURRENT VIRUS PROTECTION, (II) AS A RESULT OF A FAILURE OR BREACH OF THE CUSTOMER'S SECURITY FOR ITS SYSTEMS OR DATA, OR (III) AS A RESULT OF ANY UNAUTHORIZED ACCESS TO THE CUSTOMER'S SYSTEMS (EXCEPT IF SUCH ACCESS IS MADE BY CONSULTANT'S EMPLOYEES OR AGENTS).

3. HARDWARE; CONSUMABLE MEDIA

3.1 **Hardware.** Customer may place orders for Hardware via Purchase Order(s), subject to the availability of such Hardware. Any such Hardware is subject to a standard manufacturer warranty as of the hardware delivery date or in the case of future replacement or expansion, the delivery date (manufacturer warranty), unless Customer purchases an (optional) extended warranty. Consultant warrants to Customer the same hardware warranty terms or extended warranty terms as the hardware manufacturer where a hardware warranty or extended warranty is in effect [purchased by Customer

from the Consultant]. The Consultant is responsible to ensure that the hardware is working upon delivery and is responsible for repairs or replacements of hardware for any damage during delivery.

3.2 **Consumable Media.** Customer may place orders for consumable media (e.g., ticket rolls) (collectively, "**Consumable Media**"), subject to the availability of such products. Consultant warrants to Customer the same media warranty terms as the media manufacturer.

4. MAINTENANCE SERVICES

4.1 **Scope.** Subject to payment in full of all applicable Fees, Consultant shall provide maintenance services to Customer during the Maintenance Term all as set out in the support services agreement set out in Schedule B (Support Services Agreement), as may be modified or supplemented from time to time, at Consultant's sole discretion (collectively, the "**Maintenance Services**").

4.2 **Updates; Upgrades.** As part of the Maintenance Services, Consultant will provide Customer with available Updates and Upgrades.

4.3 **Restrictions.** Notwithstanding anything herein to the contrary, Customer acknowledges and agrees that Consultant is under no obligation (i) to support the Software if the Software has been modified by Customer or a third party (other than a third party authorized by Consultant) and (ii) to produce or create any new Upgrades or Updates. CONSULTANT SHALL NOT PROVIDE ANY SUPPORT NECESSITATED BY, AND DISCLAIMS ALL DAMAGES ARISING IN CONNECTION WITH, DATA CORRUPTION OR DISRUPTION OR MODIFICATION OF THE SOFTWARE CAUSED BY CUSTOMER EQUIPMENT OR OTHER THIRD-PARTY HARDWARE, SOFTWARE OR INTERFACES INSTALLED BY THE CUSTOMER.

5. PROFESSIONAL SERVICES

5.1 **Scope.** Consultant may provide professional services to Customer, which may consist, among other things, of Software installation and integration, development of specific interfaces, training, Hardware replacement, all as set out in separate Scope of Works (collectively, the "**Professional Services**").

5.2 **Assumptions**. Customer acknowledges and agrees that (A) there are inherent uncertainties associated with the type of Professional Services provided by Consultant and Customer system's environment, and (B) Consultant's performance of the Professional Services is dependent on (i) the assumptions, if any, made by Consultant in the applicable Scope of Work, and (ii) Customer's and the Consultant's timely and effective satisfaction of all Customer requirements. Customer also acknowledges and agrees that Consultant shall not be responsible for any delay in the performance of the Professional Services due to a force majeure event. The Consultant also acknowledges and agrees that Customer shall not be responsible for any delay of its deliverables due to a force majeure event.

5.3 **Changes.** During the term of a Scope of Work, Customer may request, in writing, that changes be made to the Services ("**Change Request**"). If the Change Request is accepted by Consultant, such Change Request shall be deemed to have amended the applicable Scope of Work and form an integral part thereof. All additional costs arising out of a Change Request shall be assumed by Customer.

5.4 **Changes.** During the term of a Scope of Work, The Consultant may request, in writing, that

changes be made to the Services ("**Change Request**"). If the Change Request is accepted by Customer, such Change Request shall be deemed to have amended the applicable Scope of Work and form an integral part thereof. No additional costs shall be charged to Customer unless the Change Request has been approved in advance by Customer.

5.5 **Ownership of Deliverables.** Unless otherwise agreed in writing between the Parties, all rights, title and interest in and to the deliverables and work products (including, without limitation software code; not including hardware devices purchased by Customer from Consultant) provided by Consultant under this Agreement, including any Scope of Work (collectively, the "**Deliverables**"), and all related Intellectual Property Rights, shall remain Consultant's sole property. The Consultant shall retain the Intellectual Property Rights for the specifications, reports, notes, and documentation, however, the documentation provided to Customer as part of the Contract will become Customer's property.

5.6 **Approval of Deliverables.** The approval procedure(s) (if any) for the Deliverables shall be set out in the applicable Scope of Work(s).

5.7 **Resource Cancellation Policy.** Scheduled dates and time for the provision of on site Professional Services may be cancelled or re-scheduled by either party without incurring any cancellation charges provided that each party is given at least 3 business days prior notice. Failure to give such notice may result in the Customer having to reimburse Consultant for the cost of any travel expenses or change fees that are incurred by Consultant in connection with such cancellation or rescheduling. Consultant shall use its best efforts to minimize all costs and expenses associated with any Customer cancellation.

6. COOPERATIVE ORDERS

6.1 **Undertaking.** Consultant acknowledges that, in accordance with applicable laws, regulations or public cooperative agreements, other cities, local agencies or government bodies may have a right to enter into agreements with Consultant that contain the same provisions as those set out in this Agreement and place purchase orders for Software, Hardware, Consumable Media, Professional Services and/or Maintenance Services. Consultant agrees to provide such other cities, local agencies or government bodies the same conditions as those provided to Customer under this Agreement, subject to any relevant adjustments.

7. OTHER CUSTOMER OBLIGATIONS

7.1 **Assistance.** Customer shall provide Consultant with all necessary information and assistance that is necessary for the performance of Consultant's obligations hereunder or that is reasonably requested by Consultant. Without limiting the generality of the foregoing, to enable Consultant to provide effective support, Customer shall provide permission(s) for remote access mutually compatible with Consultant's and Customer's current practices which may be revised over time.

7.2 **Users.** Customer is responsible for all use and misuse of the Software by the Users or their breach of the terms of this Agreement and shall.

7.3 **Compliance with Laws.** Customer's use of the Software shall comply with all applicable laws, rules and regulations of the State of Florida.

8. FEES

8.1 **Fees.** In consideration of the licenses and the services provided under this Agreement,

Customer shall pay the fees set out in the Cost Schedule(s) and related Purchase Order(s) (collectively, the "**Fees**"). Consultant shall invoice Customer for any applicable sales, in relation to the Purchase Order(s).

8.2 **Price Increase.** At the end of each Maintenance Renewal Term, Consultant may increase the Fees in accordance with the rates set forth in Schedule C and as mutually agreed to by the Parties in writing

8.3 **Payment Terms.** New or additional Software, Equipment, or Professional Services will be set out in a Scope of Work and respective Cost Schedule, which will set forth any Software Fees, Fees for Professional Services and Equipment Fees. Such fees are due and payable in accordance with the Local Government Prompt Payment Act, §§218.70-218.80, Florida Statutes (the "Prompt Payment Act"). Fees for Annual Maintenance Services shall be invoiced on the first anniversary date of "Go Live" (i.e., the first year of Maintenance Services is free) and are due and payable to Consultant in full in accordance with the Prompt Payment Act. On-line transactional fees, if applicable, will be billed monthly by email of each monthly transactions invoice and are due and payable in accordance with the Prompt Payment Act . All Fees are non-refundable. Upon Customer verification, all invoices shall be paid in full. In the event Customer finds a discrepancy with any invoice, Customer shall inform Consultant in writing detailing the discrepancy. If the discrepancy is undisputed, Consultant shall revise the invoice to reflect the correct amount due. Customer shall pay the invoice free of any deductions or withholdings and without exercising any right of set-off in accordance with the Prompt Payment Act.

8.4 **Intentionally Omitted.**

8.5 **Expenses.** Fees applicable to Maintenance Services (typically billable on the anniversary of Go Live) do not include expenses applicable to living expenses such as travel, or any expenses incurred outside of the normal provision of the services in the Support Services Agreement in Schedule B. Expenses such as travel, living expenses applicable to Project and/or Change Requests, will be quoted and approved by Customer in advance and reimbursed upon invoice terms.

8.6 **Other Direct Fees.** Other direct fees ("**ODF**") associated with orders, change orders, or purchase orders under this contract, will be paid to the Contractor on a cost reimbursable basis and must be pre-approved by Customer. The annual ceiling of ODFs if applicable is the amount for that year in the ODF section of the fee schedule. Other Direct Fees are billable for only those items detailed in a corresponding quotation and/or Scope of Work to be approved by Customer in writing prior to use and invoicing.

9. INTELLECTUAL PROPERTY

9.1 **Consultant Property.** Consultant (or its licensors) retains any and all Intellectual Property Rights in and to: (i) the Software (including all Upgrades, Updates, interfaces and other developments made by Consultant in connection with the Software); (ii) the Documentation; (iii) all Consultant Trademarks (including, without limitation, the "Consultant" trademarks and logos); and (iv) all Intellectual Property Rights related to any of the foregoing. Customer will acquire no rights or licences to any Consultant Intellectual Property unless otherwise expressly provided in this agreement.

9.2 **Feedback.** Consultant shall own all right, title and interest in and to any suggestions, requests or recommendations for

improvements or enhancement to the Software, the Documentation, the Professional Services or the Maintenance Services or other feedback that Customer (including any of the Users) may, alone or jointly with Consultant, propose or make during the term of this Agreement (collectively, "**Feedback**"). Customer hereby irrevocably (i) assigns all right, title and interest in and to the Feedback to Consultant; (ii) waives in favour of Consultant, its successors and assigns any and all moral rights that Customer has or may have in the Feedback; and (iii) agrees to provide Consultant such assistance as it may require to document, perfect, and maintain Consultant's rights to the Feedback.

10. TERM; TERMINATION

10.1 **Commencement.** This Agreement will commence on the Effective Date.

10.2 **Term.** The Initial Term of this Agreement shall be for three (3) years with two (2) additional one (1) year options to renew, commencing on the Effective Date, unless terminated in accordance with the provisions of this Agreement. Customer shall be entitled to extend this Agreement where additional time is required to complete the Scope of Work (the "Extension Term" which together with the Initial Term is the "Term"), by amending the Agreement pursuant to the terms and conditions of this Agreement.

10.3 **Term - Maintenance Services.** Except as otherwise set out in a separate Purchase Order, the term and renewals for Maintenance Services shall be concurrent with the Term of this Agreement as set forth in Section 10.2 (the "**Maintenance Term**"), unless otherwise terminated earlier pursuant to Section 10.5.

10.4 **Term – Professional Services.** The duration of the Professional Services is set out in each applicable Scope of Work.

10.5 **Termination.**

(a) Consultant or Customer may suspend or terminate the Professional Services and/or the Maintenance Services, as applicable if Customer or the Consultant fails to perform any of its obligations (including its payment obligations) under this Agreement or the related Cost Schedule(s) or Scope of Work(s), and such failure is not remedied within sixty (60) days from written notice thereof having been given to Customer or the Consultant. Suspension or termination shall not relieve Customer of its obligation to pay its outstanding invoices which are not in dispute. For greater certainty, the termination of the Maintenance Services shall not affect the perpetual license granted to Customer (Customer acknowledges that it will not be eligible to receive the benefits of the Maintenance Services including the right to receive Updates).

(b) Each Party may terminate this Agreement if (i) the other Party fails to perform any of its obligations under this Agreement and such failure is not remedied within sixty (60) days from written notice thereof having been given to the defaulting Party; or (ii) upon written notice to the other Party, if such other Party takes or is required by any person with proper authority to take, any of the following actions: (a) an assignment, composition or similar act for the benefit of creditors; (b) an attachment or receiving of assets; (c) the filing of a petition for bankruptcy, insolvency or relief of debtors or the institution of any proceedings relating to

bankruptcy, insolvency or relief of debtors; (d) committing or threatening to commit any act of bankruptcy; or (e) a winding-up, liquidation or dissolution of the business pursuant to an order of a court of competent jurisdiction. For greater certainty, upon termination of this Agreement, all related Purchase Orders shall terminate concurrently.

(c) Either party may terminate a product or service hereunder at the end of the Applicable Maintenance Initial Term or Maintenance Renewal Term by providing 90 days written notice to the other party. Either party may terminate this entire Agreement for any reason and at any time by providing thirty (30) day's prior written notice to Consultant.

10.6 **Recourse.** The termination of this Agreement or a Purchase Order for any reason whatsoever will in no way affect either Party's rights and recourse against the other Party, at law or in equity, for damages for failure to discharge an obligation under this Agreement or the Purchase Order.

10.7 **Effect of Termination.** Upon expiry or termination of this Agreement or a Purchase Order: (i) Consultant will cease providing Professional Services and Maintenance Services to Customer that relate to the terminated Purchase Order(s) and/or Scope of Work(s), as applicable; (ii) Consultant shall be entitled to the payment of any undisputed Fees accrued as of the date of termination of the terminated Purchase Order(s) and/or Scope of Work(s), as applicable; (iii) Consultant will, at no cost to Customer, securely transfer all Customer Data to Customer, all as further specified in the technical specifications to be mutually determined by the parties. Consultant will ensure that such transfer uses facilities and methods that apply commonly used commercially accepted methods and formats, and that Customer will have access to Customer Data during the transfer; and (iv) the Recipient shall return immediately to the Discloser (as these terms are defined below) all Confidential Information and all copies thereof in any form whatsoever under the possession or control of the Recipient that relate to the terminated Agreement, Purchase Order(s) and/or Scope of Work(s), as applicable, or destroy same as directed by the Discloser.

10.8 **Surviving Provisions.** Sections 5.5, 9, 10.6 to 10.8, and 12 to 15 shall survive any termination or expiration of this Agreement.

11. REPRESENTATIONS AND WARRANTIES

11.1 **Customer to Consultant.** Customer represents and warrants to Consultant that (i) it has the full right, power and authority to enter into this Agreement; and (ii) that Customer's entering into this Agreement shall not result in a breach of or constitute a default under any agreement or instrument to which it is a party.

11.2 **Consultant to Customer.** Consultant represents and warrants to Customer that (i) it has the full right, power and authority to enter into this Agreement; (ii) Consultant's entering into this Agreement shall not result in a breach of or constitute a default under any agreement or instrument to which it is a party; (iii) upon delivery to Customer, the Software shall be free of viruses; (iv) it has all necessary rights to the Software to grant Customer the licenses granted hereunder; and (v) to its reasonable knowledge, any license granted hereunder for the Software is not granted in breach or violation of any third party Intellectual Property Right.

11.3 **Warranty Disclaimer**. EXCEPT AS SET OUT IN SECTION 11.2 CONSULTANT EXPRESSLY DISCLAIMS ON ITS BEHALF AND ON BEHALF OF

ITS AFFILIATES, AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, SUPPLIERS, AGENTS AND SUBCONTRACTORS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS EXPRESS, LEGAL OR IMPLIED NOT CONTAINED HEREIN, INCLUDING REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, AND ABSENCE OF OPEN SOURCE ELEMENTS. AMONG OTHERS, CONSULTANT DOES NOT REPRESENT OR WARRANT AND EXPRESSLY DISCLAIMS THAT: (I) THE SOFTWARE, THE PROFESSIONAL SERVICES AND THE MAINTENANCE SERVICES WILL MEET THE CUSTOMER'S BUSINESS REQUIREMENTS; (II) THE OPERATION OF THE SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED OR, THAT THE RESULTS OBTAINED FROM THEIR USE WILL BE ACCURATE OR RELIABLE; (III) ALL PROGRAMMING ERRORS CAN BE CORRECTED OR FOUND IN ORDER TO BE CORRECTED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO THE CUSTOMER. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE SHORTEST WARRANTY PERIOD APPLICABLE IN SUCH JURISDICTION.

12. LIMITATION OF LIABILITY;

12.1 **Exclusion of Certain Damages.** Consultant shall not be liable and assumes no responsibility for any loss or damages arising from or in connection with (i) the modification or alteration in any manner by Customer of any part of the Software; (ii) the use of any third party software, services or products not developed or provided by Consultant; or (iii) failure of Customer to meet its obligation hereunder to provide in a timely manner any information, access or assistance to Consultant as required hereunder or as Consultant requests in order to meet its obligations.

12.2 **Exclusion of Indirect Damages**. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, SUPPLIERS, AGENTS OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXTRAORDINARY, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR FOR LOSS OR ALTERATION OF DATA, LOSS OF USE, BUSINESS INTERRUPTION ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ITS SCHEDULES AND ALL COST SCHEDULES AND RELATED PURCHASE ORDERS), OR CAUSED BY ANY OF THE PROFESSIONAL SERVICES OR THE MAINTENANCE SERVICE OR CAUSED BY ANY OF THE PROFESSIONAL SERVICES OR THE MAINTENANCE SERVICES, OR THE USE, MISUSE OR INABILITY TO USE THE SOFTWARE OR THE DOCUMENTATION, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR UNDER ANY OTHER LEGAL THEORY.

12.3 **Amount Limitation.** THE TOTAL LIABILITY OF Consultant FOR CLAIMS BY THE CUSTOMER OR ANY OTHER PERSON ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR UNDER ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO ONE HUNDRED PERCENT (100%) OF THE VALUE OF THIS AGREEMENT, WHICH SHALL EQUAL THE TOTAL AMOUNT LISTED IN SCHEDULE C.

12.4 **Claims for Infringement**. If all or any portion of the Software, the Deliverables or the Documentation is, in Consultant's opinion, likely to or otherwise does become the subject of a claim for infringement of any Intellectual Property Rights, Consultant may, at its option and its sole cost and expense, either: (i) procure in favour of Customer the right to use the same as contemplated herein, (ii) modify the same to become non-infringing provided that any such modification does not materially impair the ability of the Software, the Deliverables or the Documentation, or any part thereof to conform to and perform in accordance with the specifications therefor or the intended use of the Software or Deliverables; or (iii) replace the infringing part of the Software, the Deliverables or the Documentation with compatible, feature and functionally equivalent, and non-infringing products or documentation, as the case may be. If in Consultant's reasonable opinion it is not commercially reasonable for it to comply with any of (i), (ii) or (iii) above, it may upon written notice to Customer, terminate this Agreement.

12.5 **Indemnification.** Consultant shall indemnify, defend, and hold harmless Customer, its directors, officers, employees, Councillors, Mayor, consultants, agents, and other representatives (collectively, "Customer Indemnified Parties") from and against any claims, actions, suits, demands, fines, losses, damages, reasonable expenses, and all other liabilities brought against or incurred by the Customer Indemnified Parties arising out of: (i) Consultant's breach of any covenant, warranty, or other provision of, or any of its obligations under, the Contract; (ii) any intentional, wrongful, or negligent act or omission of Consultant or any of its employees, agents, affiliates or contractors; (iii) any statutory requirement which Consultant or any subcontractor is required by law to pay; or (iv) infringement of Intellectual Property Rights. Nothing in this Agreement shall be deemed or treated as a waiver by Customer of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

12.6 **Allocation of Risk.** Customer acknowledges that Consultant pricing reflects the allocation of risk under this Agreement and the limitation of liability specified herein.

13. CONFIDENTIALITY

13.1 **Obligation of Confidentiality**. Subject to Chapter 119, Florida Statutes, the Party ("**Recipient**") receiving from the other Party (the "**Discloser**") obtaining any Confidential Information of Discloser agrees to treat the Confidential Information as confidential to and as the property of Discloser (or of Discloser's licensors or other applicable third parties) and to use the same degree of care which it uses with respect to its own information of like nature (which, in any case, will not be less than a reasonable standard of care) to prevent disclosure of the Confidential Information. Recipient shall not disclose, allow access to, transmit or transfer Discloser's Confidential Information to a third party without Discloser's prior written consent; provided, however, that Recipient may disclose Confidential Information to those of its Affiliates, employees, consultants and subcontractors (including, without limitation, its legal counsel and advisors) who have a need to know the Confidential Information for the purpose of this Agreement, provided such parties are bound by an obligation to treat Confidential Information in a manner no less stringent than required by this Agreement. Recipient remains liable and responsible for

any breach of the terms of this Section 13 made by such Affiliates, employees, consultants or subcontractors (including for greater certainty, in the case of Customer, the Users). For greater clarity, any disclosure of Confidential Information permitted by Section 15.3 will not constitute a breach of this Section 13.

13.2 **Use of Confidential Information.** Recipient will use the Confidential Information only for the purposes contemplated or intended under this Agreement or of performing its obligations hereunder. For greater certainty, except as contemplated or intended under this Agreement, Recipient shall not (i) use any of the Confidential Information to compete, directly or indirectly, against Disclosure's business, products or services; (ii) use Discloser's Confidential Information in any manner which might be detrimental to Discloser; or (iii) allow any third party to do any of the foregoing.

13.3 **Exceptions.** The restrictions imposed by this Section 13 shall not apply to the disclosure of the Confidential Information which (i) is now, or which hereafter, through no act or failure to act on the part of Recipient, becomes generally known or available to the public without breach of this Agreement; (ii) is known to Recipient at the time of disclosure of such Confidential Information provided that Recipient can satisfactorily demonstrate such prior knowledge by appropriate written records antedating the disclosure and that such knowledge was not gained from third parties through breach of secrecy; (iii) is hereafter furnished to Recipient in good faith by a third party without breach by such third party, either directly or indirectly, of an obligation of secrecy to Discloser; (iv) is approved for such use or disclosure by written authorization of Recipient; or (v) is required to be disclosed by law.

13.4 **Legal Disclosure.** If Recipient receives a request or is required by law to disclose all or any part of the information contained in Discloser's Confidential Information, Recipient shall, to the extent permitted by law (i) immediately notify Discloser of the existence of and the terms and circumstances surrounding the request or requirement, (ii) consult with Discloser on the advisability of taking legally available steps to resist or narrow the request or lawfully avoid the requirement, and (iii) at Discloser's request and cost, take all necessary steps to seek a protective order or other appropriate remedy. Any disclosure of Confidential Information in accordance with an order of a court or other body with jurisdiction, or otherwise in accordance with applicable law, shall not be considered a violation of the confidentiality obligations contained herein.

13.5 **Intentionally Omitted.**

13.6 **Injunctive Relief.** Recipient acknowledges and agrees that due to the unique nature of Discloser's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow Recipient or third parties to unfairly compete with Discloser resulting in irreparable harm to Discloser, and therefore, that upon any such breach or any threat thereof, in addition to whatever remedies it might have in law, equity or otherwise, Discloser shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

13.7 **Survival.** The obligations of the Parties under this Section 13 will commence on the Effective Date and shall survive for 5 years after the termination of this Agreement.

14. NON-SOLICITATION

14.1 Customer agrees that, during the term of this Agreement (or the last Purchase Order Form, whichever occurs last), it shall not, directly or indirectly, without the prior written consent of Consultant, solicit, induce or attempt to induce any person who is an employee of Consultant or was an employee during the 12-month period immediately preceding such solicitation, to terminate his or her employment with Consultant. General advertising performed by one Party and not specifically directed at employees of Consultant shall not be deemed a violation of this Section 14.

15. GENERAL PROVISIONS

15.1 **Force Majeure.** Except for any obligation to pay any amount then owed, if either Party's performance is prevented, hindered or delayed by reason of any Force Majeure event, the related obligations of such Party shall be suspended for so long and to the extent that such event prevents, hinders or delays its performance. For the purposes hereof, "**Force Majeure**" means any circumstances beyond a Party's reasonable control, including acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes lockouts or other labor issues, The Party subject to a Force Majeure event shall give the other Party written notice thereof. If either Party gives notice of a Force Majeure event and is unable to resume performance within 30 days after giving notice or fails within that period to give reasonable assurance that it will resume performance within further 15 days, then the other Party may terminate this Agreement upon a 15-day written notice.

15.2 **Independent Contractor.** This is an agreement between separate legal entities and neither Party is the agent or employee of the other for any purpose whatsoever. The Parties do not intend to create a partnership or joint venture between themselves. Neither Party shall have the right to bind the other to any agreement or to incur any obligation or liability on behalf of the other Party. In no circumstances shall any of Consultant's employees, subcontractors or agents be or be deemed to be employees, subcontractors or agents of Customer.

15.3 **Publicity.** Notwithstanding the foregoing, Customer acknowledges and agrees upon consent that Consultant may mention, in its corporate brochures, marketing material, press releases and website, that Customer is a client of Consultant and uses the Software. In that regard, upon consent, Customer agrees that Consultant may use public information such as the corporate names and logos of Customer, subject to applicable company logo and similar policies.

15.4 **Subcontract.** Consultant may not subcontract any or all its obligations under this Agreement to any third party without Customer's prior written approval.

15.5 **Currency.** Except as otherwise expressly provided in a Cost Schedule or Purchase Order, all amounts referred to in this Agreement, the Cost Schedule(s) and all related Purchase Order(s) are stated in Canadian dollars.

15.6 **Scrutinized Companies.** (a) Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Customer may immediately terminate this Agreement at its sole option if Consultant or its subcontractors are found to have submitted a false certification; or if Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel

during the term of the Agreement. (b) If this Agreement is for more than one million dollars, Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., Customer may immediately terminate this Agreement at its sole option if Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement. (c) Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. (d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

15.7 **Public Records.** Consultant shall comply with The Florida Public Records Act as follows: (a) Keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement that ordinarily and necessarily would be required by the Customer in order to perform the service. (b) Upon request by the Customer's records custodian, provide the Customer with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement, and following completion of this Agreement until the records are transferred to the Customer. (d) Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Consultant shall be delivered by Consultant to the Customer, at no cost to the Customer, within seven (7) days. All records stored electronically by Consultant shall be delivered to the Customer in a format that is compatible with the Customer's information technology systems. Once the public records have been delivered to Customer upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. (e) Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Customer.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-480-4213, web.clerk@deerfield-beach.com OR BY MAIL: City Of Deerfield Beach – City Clerk's Office, 150 N.E. 2nd Ave, Deerfield Beach, FL 33441.

15.8 **Insurance.** Consultant shall maintain the following required types and minimum limits

of insurance coverage during the term of this Agreement: General Liability - $1,000,000 per occurrence, $3,000,000 aggregate; Automobile Liability - $1,000,000 combined single limit per accident; Professional Liability - $500,000 per occurrence, $1,000,000 aggregate; Cyber Liability - $2,000,000; Workers' Compensation – statutory amount.

This Agreement shall not be deemed effective until Consultant has obtained all insurance required under this section. Consultant shall supply Customer with evidence of such coverage in the form of a Certificate of Insurance and endorsement upon execution of this Agreement. The City of Deerfield Beach shall be named as an additional insured via a blanket endorsement for general and automobile liability coverage. The City must approve of such Certificates prior to the performance of any services under this Agreement.

CERTIFICATE HOLDER MUST READ:
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A- VII per Best's Key Rating Guide and be licensed to do business in Florida. Consultant's liability insurance shall be primary to any liability insurance policies that may be carried by Customer. Consultant shall be responsible for all deductibles and self-insured retentions on their liability insurance policies. The above insurance coverages shall in no way be construed as limiting or expanding Consultant's liability under this Agreement. Consultant agrees to provide at least thirty (30) calendar days written notice of cancellation (ten (10) days' written notice if cancellation is due to non-payment of premiums), material change, or renewal refusal to Customer by certified mail, unless policies are renewed with equal or better coverage.

15.9 **Entire Agreement.** This Agreement (including its Schedules, Cost Schedules and all related Purchase Order(s), which form an integral part thereof), constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous agreements or representations or warranties, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party; no other act, document, usage or custom will be deemed to modify this Agreement.

15.10 **Order of Precedence.** Any inconsistency in any documents relating to the purchase of the Product shall be resolved by giving precedence in the following order: (i) the body of this Agreement, then (ii) its Schedules in order of alphabetic presentation

15.11 **Assignment.** Neither Party may assign or transfer this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, any Party may, with written mutual consent, assign or transfer this Agreement (i) to any Affiliate of such Party or (ii) to a person or entity who acquires all the shares or all or substantially all of the assets of such Party, whether by sale, merger or otherwise; provided that (a) such Affiliate or acquirer agrees to in writing to abide by the terms and conditions of this Agreement; and (b) with respect to Customer, such Affiliate or acquirer is not, in Consultant's sole opinion, a competitor of Consultant and does not otherwise pose a threat to Consultant's Intellectual Property Rights. Any assignment which violates the foregoing will be void.

15.12 **Successors and Assigns.** All obligations set forth in this Agreement will bind and ensure to the benefit of the respective successors and permitted assigns of the Parties.

15.13 **Severability.** If any of the provisions contained in this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not be in any way affected or impaired hereby.

15.14 **Waiver.** The failure of a Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or of the right of such Party to enforce such provision and every other provision.

15.15 **Notice.** All notices required to be sent hereunder will be in writing and will be deemed to have been given when mailed by first class mail or personal delivery (including overnight mail by private carrier) or email to the Parties' respective address first above written (which addresses may be altered upon written notice to each Party). Any such notice shall be deemed to have been received, if delivered by hand, at the time of delivery or, if posted, at the time of arrival thereof at the address of the other Party.

15.16 **Governing Law; Jurisdiction.** The Parties shall comply with all laws, rules, regulations and ordinances of the U.S. Government and the State of Florida. This Agreement will be governed by, interpreted and construed in accordance with the laws of the State of Florida.

15.17 **Counterparts.** This Agreement may be executed in two or more counterparts or duplicate originals, including electronic and facsimile counterparts, each of which shall be deemed to be an original and all taken together shall constitute one and the same instrument. A copy of either Party's signature to this Agreement sent by electronic transmission (e.g., facsimile or PDF) shall be deemed an original manual signature of this Agreement.

(signature page follows)

IN WITNESS WHEREOF the Parties have executed this Agreement effective as of the Effective Date.

GTECHNA USA CORPORATION	**CITY OF DEERFIELD BEACH**
Per: M. Guay	Per: _____
Name Printed: Michel Guay	Name Printed: _____
Title: Executive Vice President, Gtechna .	Title: _____
Date: Oct 15, 2020	Date: _____

IN WITNESS WHEREOF the Parties have executed this Agreement effective as of the Effective Date.

GTECHNA USA CORPORATION	**CITY OF DEERFIELD BEACH**
Per:_____	Per:_____
Name Printed: Michel Guay .	Name Printed:_____
Title: Executive Vice President, Gtechna .	Title: _____
Date: _____	Date:_____

SCHEDULE A
SCOPE OF WORK

Where applicable

SCHEDULE B
SERVICE SUPPORT AGREEMENT

(Schedule B SSA-2020-GTECHNAUSA.pdf)

SCHEDULE C
COST SCHEDULE

(Schedule C DFB Cost Schedule 20201015.pdf)

SCHEDULE D
HOSTING SERVICE LEVEL AGREEMENT

The cloud based hosting services are provided by a sub-contractor to the Consultant. The sub-contractor as of the effective date of this Agreement is Amazon Web Services, Inc. or one of its affiliates. The terms related to Amazon's cloud based hosting platform and the use by Customer and its Users is located in the URL: https://aws.amazon.com/en/compute/sla/, as it may be updated from time to time by Amazon and that the URL may be changed from time to time (Customer agrees to keep up to date on all of Amazon's changes to these terms of service). Customer agrees to abide by these terms of service and that these terms of service are in addition to any related requirements listed herein. Customer agrees that Consultant cannot bind Amazon in any way and that any obligation in this Agreement that Consultant would have against Amazon is null and void. Consultant or its sub-contractors or its affiliates are not accountable for performance or access or availability prevented, hindered, or delayed by local internet or utility service providers. The provisions of any service level agreement for the availability of the cloud based hosting services are in Schedule D.

Backups are performed daily. The backup retention is 15 daily backups and 6 monthly backups.

Applicable Consultant maintenance typically occurs in a maintenance window 04:44(am) for a period of 10 minutes or as mutually agreed otherwise by both Customer and Consultant.

Support from 2020-10-01 thru 2021-09-30, year 1			
Qty (yr)	**Description**	**Unit**	**Total list**
1.00	SW support Officer Plates, 2 units (P000002518) (2x 170.51) +2.5% Coverage period: 2020-10-01 thru 2021-09-30	349.54	349.54
1.00	SW support Web Office Tickets, 1-15-user (P000002518) (1,705.09 +2.5%) Coverage period: 2020-10-01 thru 2021-09-30	1,747.72	1,747.72
1.00	SW support Office CC Ticket Lifecycle Processing ***Court module functionality not included*** (P000002518) (4,790.00, Ajusted) Coverage period: 2020-10-01 thru 2021-09-30	4,790.00	4,790.00
1.00	SW support ALPR - Mobile enforcement (P000002518) (516.69 +2.5%) Coverage period: 2020-10-01 thru 2021-09-30	529.61	529.61
1.00	SW support Web Office ALPR, 1-15 user (P000002518) (1,023.05 +2.5%) Coverage period: 2020-10-01 thru 2021-09-30	1,048.63	1,048.63
1.00	SW support PayByPlate Integ. Mtr Enf. - 1 Enf Engine (P000002518) (1,291.73 +2.5%) Coverage period: 2020-10-01 thru 2021-09-30	1,324.02	1,324.02
1.00	SW support Plate Check - 1 Enf Engine (P000002518) (1,291.73 +2.5%) Coverage period: 2020-10-01 thru 2021-09-30	1,324.02	1,324.02
1.00	SW support Officer Parking Rights Handheld, 3 units ***3 out of 6 units discarded. No more available*** (PO 030441) (3x 20.00) +2.5% Coverage period: 2020-10-01 thru 2021-09-30	61.50	61.50
1.00	SW support PenCredit interface: unpaid tickets (PO DB16012002) (600.00 +2.5%) Coverage period: 2020-10-01 thru 2021-09-30	615.00	615.00
1.00	SW support Officer Command Center () (3,079.70 +2.5%) Coverage period: 2020-10-01 thru 2021-09-30	3,156.69	3,156.69
1.00	SW support GoMobile Vehicle LPR to Handheld (JO-20180214 Deerfield GM PMT v1.0) (206.59 +2.5%) Coverage period: 2020-10-01 thru 2021-09-30	211.75	211.75
1.00	Hosting Bronze package () (2,500.00) Coverage period: 2020-10-01 thru 2021-09-30	2,500.00	2,500.00
1.00	HW support ELSAG - M6 2 Cameras system SN: GOM13666-GM6HA13831-GM6EA13265 Support available until 2023-06-30 (JO-20180322 DFL LPR Special HW) (②) (2,480.84) Coverage period: 2020-10-01 thru 2021-09-30	2,480.84	2,480.84
1.00	HW support ELSAG - M6 Cable Bulkhead, 2 units (JO-20180322 DFL LPR Special HW) (②) (2x 28.32) Coverage period: 2020-10-01 thru 2021-09-30	56.64	56.64

1.00	HW support HAVIS - Chargeguard Timer (JO-20180322 DFL LPR Special HW) (②) (20.06) Coverage period: 2020-10-01 thru 2021-09-30	20.06	20.06
		Total ①	**20,216.02**

Support from 2021-10-01 thru 2022-09-30, year 2			
Qty (yr)	**Description**	**Unit**	**Total list**
1.00	SW support Officer Plates, 2 units (P000002518) (2x 174.77) +3.0% Coverage period: 2021-10-01 thru 2022-09-30	360.02	360.02
1.00	SW support Web Office Tickets, 1-15-user (P000002518) (1,747.72 +3.0%) Coverage period: 2021-10-01 thru 2022-09-30	1,800.15	1,800.15
1.00	SW support Office CC Ticket Lifecycle Processing ***Court module functionality not included*** (P000002518) (4,790.00 +3.0%) Coverage period: 2021-10-01 thru 2022-09-30	4,933.70	4,933.70
1.00	SW support ALPR - Mobile enforcement (P000002518) (529.61 +3.0%) Coverage period: 2021-10-01 thru 2022-09-30	545.50	545.50
1.00	SW support Web Office ALPR, 1-15 user (P000002518) (1,048.63 +3.0%) Coverage period: 2021-10-01 thru 2022-09-30	1,080.09	1,080.09
1.00	SW support PayByPlate Integ. Mtr Enf. - 1 Enf Engine (P000002518) (1,324.02 +3.0%) Coverage period: 2021-10-01 thru 2022-09-30	1,363.74	1,363.74
1.00	SW support Plate Check - 1 Enf Engine (P000002518) (1,324.02 +3.0%) Coverage period: 2021-10-01 thru 2022-09-30	1,363.74	1,363.74
1.00	SW support Officer Parking Rights Handheld, 3 units ***3 out of 6 units discarded. No more available*** (PO 030441) (3x 20.50) +3.0% Coverage period: 2021-10-01 thru 2022-09-30	63.36	63.36
1.00	SW support PenCredit interface: unpaid tickets (PO DB16012002) (615.00 +3.0%) Coverage period: 2021-10-01 thru 2022-09-30	633.45	633.45
1.00	SW support Officer Command Center () (3,156.69 +3.0%) Coverage period: 2021-10-01 thru 2022-09-30	3,251.39	3,251.39
1.00	SW support GoMobile Vehicle LPR to Handheld (JO-20180214 Deerfield GM PMT v1.0) (211.75 +3.0%) Coverage period: 2021-10-01 thru 2022-09-30	218.10	218.10
1.00	Hosting Bronze package () (2,500.00) Coverage period: 2021-10-01 thru 2022-09-30	2,500.00	2,500.00
1.00	HW support ELSAG - M6 2 Cameras system SN: GOM13666-GM6HA13831-GM6EA13265 Support available until 2023-06-30 (JO-20180322 DFL LPR Special HW) (②) (2,480.84 +3.0%) Coverage period: 2021-10-01 thru 2022-09-30	2,555.27	2,555.27
1.00	HW support ELSAG - M6 Cable Bulkhead, 2 units (JO-20180322 DFL LPR Special HW) (②) (2x 28.32) +3.0% Coverage period: 2021-10-01 thru 2022-09-30	58.34	58.34

1.00	HW support HAVIS - Chargeguard Timer (JO-20180322 DFL LPR Special HW) (②) (20.06 +3.0%) Coverage period: 2021-10-01 thru 2022-09-30	20.66	20.66
		Total ①	**20,747.51**

Support from 2022-10-01 thru 2023-09-30, year 3			
Qty (yr)	**Description**	**Unit**	**Total list**
1.00	SW support Officer Plates, 2 units (P000002518) (2x 180.01) +4.0% Coverage period: 2022-10-01 thru 2023-09-30	374.42	374.42
1.00	SW support Web Office Tickets, 1-15-user (P000002518) (1,800.15 +4.0%) Coverage period: 2022-10-01 thru 2023-09-30	1,872.16	1,872.16
1.00	SW support Office CC Ticket Lifecycle Processing ***Court module functionality not included*** (P000002518) (4,933.70 +4.0%) Coverage period: 2022-10-01 thru 2023-09-30	5,131.05	5,131.05
1.00	SW support ALPR - Mobile enforcement (P000002518) (545.50 +4.0%) Coverage period: 2022-10-01 thru 2023-09-30	567.32	567.32
1.00	SW support Web Office ALPR, 1-15 user (P000002518) (1,080.09 +4.0%) Coverage period: 2022-10-01 thru 2023-09-30	1,123.29	1,123.29
1.00	SW support PayByPlate Integ. Mtr Enf. - 1 Enf Engine (P000002518) (1,363.74 +4.0%) Coverage period: 2022-10-01 thru 2023-09-30	1,418.29	1,418.29
1.00	SW support Plate Check - 1 Enf Engine (P000002518) (1,363.74 +4.0%) Coverage period: 2022-10-01 thru 2023-09-30	1,418.29	1,418.29
1.00	SW support Officer Parking Rights Handheld, 3 units ***3 out of 6 units discarded. No more available*** (PO 030441) (3x 21.12) +4.0% Coverage period: 2022-10-01 thru 2023-09-30	65.88	65.88
1.00	SW support PenCredit interface: unpaid tickets (PO DB16012002) (633.45 +4.0%) Coverage period: 2022-10-01 thru 2023-09-30	658.79	658.79
1.00	SW support Officer Command Center () (3,251.39 +4.0%) Coverage period: 2022-10-01 thru 2023-09-30	3,381.45	3,381.45
1.00	SW support GoMobile Vehicle LPR to Handheld (JO-20180214 Deerfield GM PMT v1.0) (218.10 +4.0%) Coverage period: 2022-10-01 thru 2023-09-30	226.82	226.82
1.00	Hosting Bronze package () (2,500.00) Coverage period: 2022-10-01 thru 2023-09-30	2,500.00	2,500.00
0.75	Prorated (273/365) HW support ELSAG - M6 2 Cameras system SN: GOM13666-GM6HA13831-GM6EA13265 Support available until 2023-06-30 (JO-20180322 DFL LPR Special HW) (②) (2,555.27 +4.0%) Coverage period: 2022-10-01 thru 2023-06-30	2,657.48	1,993.11
0.75	Prorated (273/365) HW support ELSAG - M6 Cable Bulkhead, 2 units (JO-20180322 DFL LPR Special HW) (②) (2x 29.17) +4.0% Coverage period: 2022-10-01 thru 2023-06-30	60.68	45.51

0.75	Prorated (273/365) HW support HAVIS - Chargeguard Timer (JO-20180322 DFL LPR Special HW) (②) (20.66 +4.0%) Coverage period: 2022-10-01 thru 2023-06-30	21.49	16.12
		Total ①	**20,792.50**

Support from 2023-10-01 thru 2024-09-30, year 4			
Qty (yr)	**Description**	**Unit**	**Total list**
1.00	SW support Officer Plates, 2 units (P000002518) (2x 187.21) +5.0% Coverage period: 2023-10-01 thru 2024-09-30	393.14	393.14
1.00	SW support Web Office Tickets, 1-15-user (P000002518) (1,872.16 +5.0%) Coverage period: 2023-10-01 thru 2024-09-30	1,965.77	1,965.77
1.00	SW support Office CC Ticket Lifecycle Processing ***Court module functionality not included*** (P000002518) (5,131.05 +5.0%) Coverage period: 2023-10-01 thru 2024-09-30	5,387.60	5,387.60
1.00	SW support ALPR - Mobile enforcement (P000002518) (567.32 +5.0%) Coverage period: 2023-10-01 thru 2024-09-30	595.69	595.69
1.00	SW support Web Office ALPR, 1-15 user (P000002518) (1,123.29 +5.0%) Coverage period: 2023-10-01 thru 2024-09-30	1,179.45	1,179.45
1.00	SW support PayByPlate Integ. Mtr Enf. - 1 Enf Engine (P000002518) (1,418.29 +5.0%) Coverage period: 2023-10-01 thru 2024-09-30	1,489.20	1,489.20
1.00	SW support Plate Check - 1 Enf Engine (P000002518) (1,418.29 +5.0%) Coverage period: 2023-10-01 thru 2024-09-30	1,489.20	1,489.20
1.00	SW support Officer Parking Rights Handheld, 3 units ***3 out of 6 units discarded. No more available*** (PO 030441) (3x 21.96) +5.0% Coverage period: 2023-10-01 thru 2024-09-30	69.18	69.18
1.00	SW support PenCredit interface: unpaid tickets (PO DB16012002) (658.79 +5.0%) Coverage period: 2023-10-01 thru 2024-09-30	691.73	691.73
1.00	SW support Officer Command Center () (3,381.45 +5.0%) Coverage period: 2023-10-01 thru 2024-09-30	3,550.52	3,550.52
1.00	SW support GoMobile Vehicle LPR to Handheld (JO-20180214 Deerfield GM PMT v1.0) (226.82 +5.0%) Coverage period: 2023-10-01 thru 2024-09-30	238.16	238.16
1.00	Hosting Bronze package () (2,500.00) Coverage period: 2023-10-01 thru 2024-09-30	2,500.00	2,500.00
0.00	HW support ELSAG - M6 2 Cameras system SN: GOM13666-GM6HA13831-GM6EA13265 Support available until 2023-06-30 (JO-20180322 DFL LPR Special HW) (2,657.48 +5.0%) No more support available	2,790.35	0.00
0.00	HW support ELSAG - M6 Cable Bulkhead, 2 units (JO-20180322 DFL LPR Special HW) (2x 30.34) +5.0% No more support available	63.72	0.00

0.00	HW support HAVIS - Chargeguard Timer (JO-20180322 DFL LPR Special HW) (21.49 +5.0%) No more support available	22.56	0.00
		Total ①	**19,549.64**

Support from 2024-10-01 thru 2025-09-30, year 5			
Qty (yr)	**Description**	**Unit**	**Total list**
1.00	SW support Officer Plates, 2 units (P000002518) (2x 196.57) +5.0% Coverage period: 2024-10-01 thru 2025-09-30	412.80	412.80
1.00	SW support Web Office Tickets, 1-15-user (P000002518) (1,965.77 +5.0%) Coverage period: 2024-10-01 thru 2025-09-30	2,064.06	2,064.06
1.00	SW support Office CC Ticket Lifecycle Processing ***Court module functionality not included*** (P000002518) (5,387.60 +5.0%) Coverage period: 2024-10-01 thru 2025-09-30	5,656.98	5,656.98
1.00	SW support ALPR - Mobile enforcement (P000002518) (595.69 +5.0%) Coverage period: 2024-10-01 thru 2025-09-30	625.47	625.47
1.00	SW support Web Office ALPR, 1-15 user (P000002518) (1,179.45 +5.0%) Coverage period: 2024-10-01 thru 2025-09-30	1,238.42	1,238.42
1.00	SW support PayByPlate Integ. Mtr Enf. - 1 Enf Engine (P000002518) (1,489.20 +5.0%) Coverage period: 2024-10-01 thru 2025-09-30	1,563.66	1,563.66
1.00	SW support Plate Check - 1 Enf Engine (P000002518) (1,489.20 +5.0%) Coverage period: 2024-10-01 thru 2025-09-30	1,563.66	1,563.66
1.00	SW support Officer Parking Rights Handheld, 3 units ***3 out of 6 units discarded. No more available*** (PO 030441) (3x 23.06) +5.0% Coverage period: 2024-10-01 thru 2025-09-30	72.63	72.63
1.00	SW support PenCredit interface: unpaid tickets (PO DB16012002) (691.73 +5.0%) Coverage period: 2024-10-01 thru 2025-09-30	726.32	726.32
1.00	SW support Officer Command Center () (3,550.52 +5.0%) Coverage period: 2024-10-01 thru 2025-09-30	3,728.05	3,728.05
1.00	SW support GoMobile Vehicle LPR to Handheld (JO-20180214 Deerfield GM PMT v1.0) (238.16 +5.0%) Coverage period: 2024-10-01 thru 2025-09-30	250.07	250.07
1.00	Hosting Bronze package () (2,500.00) Coverage period: 2024-10-01 thru 2025-09-30	2,500.00	2,500.00
		Total ①	**20,402.12**

Notes

①	If new items are bought the Schedule C will be amended to reflect the new items under support before issuing the annual renewal invoice.
②	Hardware support price may change following a manufacturer's price variation